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State of New Hampshire

DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

March 27, 2014

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

Requested Action

Authorize the Department of Safety to enter into a contract with Fremeau Appraisal, Inc., 11 Stark Street, Manchester, NH 03101 (Vendor Code 156812), for a total amount not to exceed \$14,000.00 for a market value appraisal of land and a building located at 17 Dock Road, Gilford, NH (the "Property"). Effective upon Governor and Council approval through June 30, 2014. Funding source: 100% Revolving Funds.

Funds are available in the following account for SFY 2014.

02-23-23-234010-50010000 Dept of Safety – Div. of State Police – Watercraft Safety
103-502664 Contracts for Operational Services

SFY2014
\$14,000.00

Explanation

The Department of Safety intends to purchase the property and building at 17 Dock Road from its current owner with the intention of razing the existing building in order to create adequate parking for a new Marine Patrol facility planned for construction on the abutting State owned parcel in accordance with RSA 4:29. The approximate market value of the property should be established in order to formulate an offer to the current property owner. An experienced certified general appraiser is needed because the market value of this marine warehouse facility and land parcel requires the skilled application of customized high-level analyses.

On January 28, 2014, the Department issued the first request for bid for an appraisal of the property (RFB MP 2014-01). The request was posted on the Administrative Services' Bureau of Purchase and Property website from January 28 through February 21, 2014. Additionally, invitations to bid were emailed two separate times to eight (8) certified general appraisers and advertisements announcing the request also appeared in the Union Leader newspaper on January 31, February 3, and February 4, 2014. The bid submission deadline was February 21, 2014 and, despite the solicitations, no bids were received.

Therefore, on February 27, 2014, the Department issued another request for bid for an appraisal of the property (RFB MP 2014-03). Invitations to bid were emailed on two separate occasions to twelve (12) certified general appraisers licensed by the New Hampshire Real Estate Appraiser Board. An advertisement was published in the Manchester Union Leader from March 3-5, 2014 and the request for bid was also posted on the Administrative Services' Bureau of Purchase and Property website from February 27 through March 21, 2014. Fremeau Appraisal, Inc. was the only company to respond with a bid. The vendor will provide a certified general appraiser licensed by the New Hampshire Real Estate Appraiser Board with over 28 years of experience performing a wide range of real estate appraisals.

Respectfully submitted,

John J. Barthelmes
Commissioner

RFB MP 2014-01 Solicitation List

Emails were sent to the companies listed below with the RFB information on January 29 and February 20, 2014.

	FIRM	ADDRESS	RESULT
1.	Bergeron Commercial Appraisal	487 State Street Portsmouth, NH 03801	DID NOT SUBMIT BID
2.	Capital Appraisal Associates	128 South Fruit Street Concord, NH 03301	DID NOT SUBMIT BID
3.	Fremeau Appraisal Inc.	11 Stark Street Manchester, NH 03101	DID NOT SUBMIT BID
4.	Fulcrum Appraisal Service	49 Indian Rock Road Nashua, NH 03063	DID NOT SUBMIT BID
5.	Leidinger Appraisals	354 Hackelboro Road Canterbury, NH 03224	DID NOT SUBMIT BID
6.	McManus & Nault Appraisal Co., Inc.	722 Route 3A Suite 6 Bow, NH 03304	DID NOT SUBMIT BID
7.	Rauseo and Associates	152 Morrill Road Canterbury, NH 03224	DID NOT SUBMIT BID
8.	Shurtleff Appraisal Associates	PO Box 665 or 102 Main St. Hampstead, NH 03841	DID NOT SUBMIT BID

RFB MP 2014-03 Solicitation List

Emails were sent to the companies listed below with the RFB information on February 27 and March 17, 2014.

	FIRM	ADDRESS	BID RESPONSE
1.	Armstrong Valuation & Consulting	854 US Route 3 P.O. Box 308 Holderness, NH 03245	DID NOT SUBMIT BID
2.	Atlantic Valuation Consultants	P.O. Box 723 Meredith, NH 03253-0870	DID NOT SUBMIT BID
3.	Beeey Appraisal Services	73 Lee Avenue or PO Box 6366 Manchester, NH 03109	DID NOT SUBMIT BID
4.	Bergeron Commercial Appraisal	487 State Street Portsmouth, NH 03801	DID NOT SUBMIT BID
5.	Capital Appraisal Associates	128 South Fruit Street Concord, NH 03301	DID NOT SUBMIT BID
6.	Cowall Appraisal	5 Whitney Court Bedford, NH 03110	DID NOT SUBMIT BID
7.	Crafts Appraisal Associates, Inc.	4 Bell Hill Road Bedford, NH 03102	DID NOT SUBMIT BID
8.	Fremeau Appraisal Inc.	11 Stark Street Manchester, NH 03101	SUBMITTED BID
9.	Lamprey Appraisals	3 High Street Meredith, NH 03253	DID NOT SUBMIT BID
10.	Leidinger Appraisals	354 Hackelboro Road Canterbury, NH 03224	DID NOT SUBMIT BID
11.	McManus & Nault Appraisal Co., Inc.	722 Route 3A Suite 6 Bow, NH 03304	DID NOT SUBMIT BID
12.	Shurtleff Appraisal Associates	PO Box 665 or 102 Main St. Hampstead, NH 03841	DID NOT SUBMIT BID

Subject: REAL PROPERTY APPRAISAL SERVICES FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

I. IDENTIFICATION.

Form with fields for State Agency Name, Contractor Name, Address, Phone, Account Number, Completion Date, Price Limitation, Signatures, and Acknowledgements.

***6-8 weeks from 3/24/14

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

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

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

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

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

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

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

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

Contractor Initials JS
Date 3/27

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials VF
Date 3/24

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK: Real Property Appraisal of the land and improvements at 17 Dock Road, Gilford, New Hampshire

PROPERTY: Land, buildings, and other improvements located at 17 Dock Road, Gilford, New Hampshire (Parcel ID # 242-186-000 or Tax Map 242, Lot 186), primarily consisting of approximately 1.4 acres of land, a 15,120 square foot warehouse building with an additional 640 square foot retail area, and a paved surface parking lot. The property is privately owned and is currently being used as a marina dockyard facility.

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

1. The Contractor agrees to provide appraisal services to the State of New Hampshire, Department of Safety in accordance with Request for Bid # RFB MP 2014-03 (the "RFB") and as described herein. Conforming copies of the RFB (without exhibits) and the Contractor's bid (the "Bid") are attached hereto as Exhibit D.
2. The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.
3. The Contractor hereby certifies that each appraiser performing services under this agreement is a Certified General Appraiser with a current certification issued by the New Hampshire Real Estate Appraiser Board (the "Appraiser Board"), and that each such appraiser is in good standing with said Appraiser Board and not presently involved in any disciplinary proceedings before it or its counterpart in any other state.
4. The Contractor agrees to provide the final appraisal report in both hardcopy and electronic PDF formats.
5. The Contractor shall make advance arrangements through the State Contracting Officer for access to the Property. Access to the building interiors on the Property shall be by advance arrangement only.

Contractor Initials JLS
Date 3/24

EXHIBIT B
PRICING AND PAYMENT TERMS

1. The total contract price for the appraisal services to be performed pursuant to this agreement is fourteen thousand dollars (\$ 14,000), which amount includes, without limitation, any and all expenses, travel time, equipment, and materials. The account from which the State will pay the contract price is: Account Number 010-023-50010000-103-502664.
2. An invoice shall be submitted to the Department after completion of work. Payment shall be made in full within thirty (30) days after receipt of the invoice and the State's acceptance of the work as completed to the State's sole satisfaction.
3. The invoice shall be submitted to the following address:

CRYSTAL MCLAIN, Sgt.
NH Department of Safety
Division of State Police
Marine Patrol
31 Dock Road
Gilford, NH 03249

EXHIBIT C
SPECIAL PROVISIONS

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

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

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

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

4. Add a new Section 14.1.3 as follows:

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

EXHIBIT D
REQUEST FOR BID # RFB MP 2014-03
AND
CONTRACTOR'S BID

1. Request for Bid # RFB MP 2014-03 and the Contractor's Bid are attached hereto for reference purposes only.

Contractor Initials JF
Date 3/28



State of New Hampshire

Department of Safety
Division of State Police
Marine Patrol

REQUEST FOR BID

Real Property Appraisal Services

Bid # RFB MP 2014-03

Optional Site Visit: Monday, March 10, 2014 at 10:00 AM (ET)
Bid Submission Deadline: Friday, March 21, 2014 at 2:00 PM (ET)

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Bidder Name: _____

Address: _____

Submit to: **CRYSTAL MCLAIN, SGT.**
Telephone: (603) 293-2037, ext. 27007
Email: Crystal.McLain@dos.nh.gov

Request for Bid: **REAL PROPERTY APPRAISAL SERVICES
RFB MP 2014-03**

Bid Submission Deadline: **March 21, 2014 at 2:00 PM (ET)**

_____ [print name of bidder] ("Bidder") hereby submits the written Offer included herewith to the State of New Hampshire in response to RFB MP 2014-03 (the "RFB") to provide REAL PROPERTY APPRAISAL SERVICES as specified in the RFB at the price quoted in the Offer.

By signing this Bid Transmittal Letter on behalf of Bidder in the space indicated below, the Signor hereby certifies as follows:

1. Bidder has read and understands the entire RFB and agrees to be bound by all of its terms and provisions.
2. The Offer shall remain effective for 180 days following the Bid Submission Deadline.
3. The price quoted in the Offer was established without collusion with any other bidder or vendor.
4. Bidder is duly authorized to submit the Offer and enter into any contract that may be awarded as a result.
5. The person signing on behalf of Bidder in the space indicated below is duly authorized to sign this Bid Transmittal Letter and the Offer submitted herewith on behalf of Bidder and to bind Bidder to the full and complete performance of any contract that may be awarded as a result.
6. Bidder's Vendor Number is _____.
7. None of the Certified General Appraisers named in the Offer are now or have ever been the subject of any past or present disciplinary proceeding before the New Hampshire Real Estate Appraiser Board (or its counterpart in any other state), except as fully disclosed in writing (together with descriptions of the outcomes and any resulting settlements, sanctions, or penalties) and submitted herewith.
8. Bidder's official contact person for purposes of the Offer is: _____

Telephone: _____

Email: _____

Print Name of Bidder: _____

Signature: _____

Print Name of Signor: _____

Print Title of Signor: _____

**REQUEST FOR BID TO PROVIDE
REAL PROPERTY APPRAISAL SERVICES**

PURPOSE:

This is a Request for Bid (RFB) issued by the State of New Hampshire, Department of Safety (the "Department"), Division of State Police acting through its Marine Patrol to provide real property appraisal services with respect to the land and building located at 17 Dock Road, Gilford, New Hampshire (the "Property").

The Department is interested in contracting with one (1) qualified vendor that will offer such real property appraisal services to the Department as further described herein.

SPECIFICATIONS:

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this RFB. In responding to this RFB, the vendor shall address all requirements for information as outlined herein.

VENDOR RESPONSIBILITY:

The successful vendor shall be solely responsible for meeting all of the terms and conditions specified in this RFB and in any resulting contract(s).

TERMS OF SUBMISSION:

The State assumes no responsibility for understandings or representations concerning conditions made by its officers or employees prior to the execution of a contract, unless such understanding or representations are specifically incorporated into this RFB. Verbal discussions pertaining to modifications or clarifications of this RFB shall not be considered part of this RFB unless and until confirmed in writing. Any verbal information provided by the vendor shall not be considered part of that vendor's response.

All material received in response to this RFB shall become property of State and will not be returned to the vendor. The State reserves the right to use any information presented in or with that vendor's bid response. The content of each vendor's bid shall become public information after the contracts have been awarded.

Bids must be submitted in the **BID SUBMISSION** format included in this RFB. Vendors may submit additional paperwork with pricing information, but all pricing information must be included on the **BID SUBMISSION** form specified herein.

LIABILITY:

The State shall not be held liable for any costs incurred by the vendor in the preparation of its bid or for work performed prior to the effective date of any corresponding contract.

STATE OF NEW HAMPSHIRE VENDOR APPLICATION:

Prior to the bid submission deadline the vendor shall have a completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property. These forms may be downloaded from the Bureau of Purchase and Property website at: <http://www.admin.state.nh.us/purchasing>.

NEW HAMPSHIRE SECRETARY OF STATE CERTIFICATE OF GOOD STANDING:

Any vendor that is a registered business entity (such as a corporation, limited liability company, or limited liability partnership) and not a sole proprietor or general partnership must submit upon the award of a contract a Certificate of Good Standing for the vendor issued by the New Hampshire Secretary of State. Please visit the following website for information and forms regarding business entity formation and registration with the New Hampshire Secretary of State and to learn how to obtain a Certificate of Good Standing: <http://www.sos.nh.gov/corporate>. Any entity required by this paragraph to submit a Certificate of Good Standing shall also be required to submit a duly executed Certificate of Vote authorizing the entity to enter into the service contract with the State contemplated by this RFB and authorizing a designated officer or other representative of the entity to execute the contract and related documents on the entity's behalf.

CERTIFICATES OF INSURANCE:

Any vendor awarded a contract shall be required to submit certificates of insurance evidencing the following types and amounts of insurance coverage prior to performing any services for the State:

- (1) Comprehensive general liability coverage against all claims of bodily injury, death, or property damage in amounts not less than \$250,000 per claim and \$2,000,000 per incident or \$1,000,000 per occurrence and \$1,000,000 umbrella coverage.
- (2) Professional liability coverage in an amount not less than \$1,000,000 per occurrence and in the aggregate. If coverage is "claims made," the period to report claims shall extend for not less than three (3) years from the date of substantial completion of the contract. No retention (deductible) shall be more than \$25,000.
- (3) Workers' compensation insurance and employers' liability insurance as required by law.

CONTRACT(S) TERMS AND CONDITIONS:

By signing a bid submitted in response to this RFB the vendor accepts and agrees to be bound by all of the terms and conditions set forth herein and in the sample Form P-37 Agreement General Provisions included herein.

The sample Form P-37 Agreement General Provisions included herein are part of this RFB and will be the basis for any contract(s) between the State and the successful vendor. Upon the award of any such contract the successful vendor and the State shall execute a Form P-37 Agreement incorporating the service requirements, pricing, and other terms and conditions established herein and by the vendor's bid.

The initial contract term shall run from the effective date of the contract through satisfactory completion of the work described herein, which must occur within thirty (30) days after the effective date of the contract.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:

Any information submitted with or as part of a proposal in response to this RFB may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFB will be made accessible to the public online via the Transparent NH web site (<http://www.nh.gov/transparentnh/>). However, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If a bidder believes that any information being submitted in response to this RFB should be kept confidential as financial or proprietary information, then the bidder must specifically identify that information in a letter to the Department to be submitted with its bid. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material that is not so identified. Identifying an entire bid, proposal, attachment, or sections thereof as confidential without adequately accounting for the public's general right of access to governmental records and meetings shall be considered arbitrary and improper and will either invalidate the designation of confidentiality or be grounds for rejection of the bid. Notwithstanding any provision of this RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether such pricing is marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained or incorporated by reference in, made part of, or submitted in connection with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited by RSA 21-I:13-a, the bidder acknowledges and agrees that the State may disclose any and all portions of the bid, proposal or related materials which are not marked as confidential. In the case of bids, proposals or related materials that contain portions marked as confidential: the State will first assess what information it believes is subject to release; the State will then notify the bidder that the request has been made and indicate what, if any, portions of the bid, proposal or related material will not be released, and it will further notify the bidder of the date upon which the State plans to release the materials. The State shall have no obligation to comply with a bidder's designation regarding confidentiality.

By submitting a bid or proposal the bidder agrees that unless it obtains (at its sole expense) and provides to the State, prior to the release date specified in the notice described in the foregoing paragraph, a valid court order enforceable in the State of New Hampshire enjoining the release of the requested information, the State may release the requested information on the date specified in the notice without incurring any liability to the bidder or its owners, officers, employees, or agents.

TERMINATION:

The State of New Hampshire reserves the unqualified right to unilaterally terminate any contract(s) resulting from this RFB for any or no reason at any time upon written notice to the vendor(s). In the event that the State terminates for no fault of the vendor a contract for which approved funding remains available, an effort shall be made to compensate the vendor for time invested in the performance of the contract at the appropriate hourly rate(s) specified in the Offer.

VENDOR CERTIFICATIONS:

All vendors must provide the following with their bids:

- (1) STATE OF NEW HAMPSHIRE VENDOR NUMBER: The vendor shall have a completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property and received a State Vendor Number in return. The Vendor Number must be included in the vendor's bid. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/vendor.asp>.
- (2) NEW HAMPSHIRE REAL ESTATE APPRAISER BOARD CERTIFICATION: The vendor must submit with its bid a copy of the current New Hampshire Certified General Appraiser certificate issued by the New Hampshire Real Estate Appraiser Board to each appraiser who will be performing the appraisal and issuing and signing the appraisal report described in the **SCOPE OF SERVICES** section of this RFB.

INVOICING:

Invoices shall be submitted to the Department after completion of work. Payment shall be made in full within thirty (30) days after receipt of the invoice and the State's acceptance of the work as completed to the State's sole satisfaction.

BID INQUIRIES:

All questions regarding this RFB, including clarifications and proposed specification changes, shall be submitted in writing to CRYSTAL MCLAIN, Sgt., Department of Safety, Division of State Police, Marine Patrol, at (603) 293-2037, ext. 27007 (call for fax number or mailing address) or by email to: Crystal.McLain@dos.nh.gov. Any such questions or requests for modification must be submitted no later than March 13, 2014 at 2:00 PM (ET). Responses will be posted as addenda to this RFB on the Bureau of Purchase and Property website by March 14, 2014 at 4:30 PM (ET).

BID DUE DATE:

All bid submissions must be received at the address indicated later in this RFB no later than the bid submission deadline specified on the cover sheet of this RFB. Submissions received after the date and time specified will be marked as "Late" and will not be considered for an award of a contract.

All offers shall remain valid for a period of one hundred eighty (180) days after the bid submission deadline. A vendor's disclosure or distribution of bids other than to the Department will be grounds for disqualification. No more than one (1) bid per vendor may be submitted.

BIDDER'S OPPORTUNITY:

Bidders are responsible for ascertaining pertinent local conditions for the assignment, such as condition of buildings, location and accessibility of the property, and general character of the site, and for gaining knowledge of conditions affecting performance. By submitting a bid the vendor acknowledges that it is familiar with the conditions and requirements of these specifications.

BIDDER'S RESPONSIBILITY:

The bidder is responsible for reviewing this RFB in its entirety prior to preparing a bid. Add your pricing information in the **OFFER** section of this RFB and prepare all other information required for your bid. Also complete the **BID TRANSMITTAL LETTER** section of this RFB and sign the bid in the space provided on that page.

All State of New Hampshire RFBs and addenda to such RFBs are advertised on the Bureau of Purchase and Property website at: <http://admin.state.nh.us/purchasing/index2.asp>. It is a prospective bidder's responsibility to access that website to determine any RFB under which it desires to participate. It is also the bidder's responsibility to

access that website periodically prior to the Bid Submission Deadline for any posted addenda to this RFB. The website is update several times per day. It is the responsibility of the prospective bidder to access the website frequently to ensure that no bidding opportunity or addenda are overlooked.

It is the prospective bidder's responsibility to submit a signed copy of any addendum (if the form has a signature block) together with the bid response.

INSTRUCTIONS TO BIDDER(S):

Read the entire RFB prior to preparing your bid response. Any failure to follow the instructions below and elsewhere in this RFB shall be grounds for rejection of your bid. In the preparation of your bid response you must:

- (1) Complete the pricing information in the OFFER section;
- (2) Complete all other required information on the **BID TRANSMITTAL LETTER**;
- (3) Sign the **BID TRANSMITTAL LETTER** in the space provided;
- (4) Register as a New Hampshire Vendor and include the Vendor Number on the **BID TRANSMITTAL LETTER**;
- (5) Include with your bid a photocopy or scan of the current New Hampshire Certified General Appraiser certificate issued by the New Hampshire Real Estate Appraiser Board to each appraiser who will perform the appraisal services described in this RFB; and
- (6) Include with your bid a written description of the appraisal qualifications of each appraiser who will perform the appraisal services described in this RFB, especially including appraisal assignments involving dockyard parcels and warehouse buildings that are similar to those included within the Property and names of the clients for whom such appraisals were completed.

IF AWARDED A CONTRACT:

The successful vendor must complete the following prior to performing any work for the State:

- (1) Complete the following sections of the attached Form Number P-37 Agreement:
 - Section 1.3 Contractor Name
 - Section 1.4 Contractor Address
 - Section 1.5 Contractor Phone Number
 - Section 1.11 Contractor Signature
 - Section 1.12 Name & Title of Contractor Signor
 - Section 1.13 Acknowledgment
 - Section 1.13.1 Signature of Notary Public or Justice of the Peace
 - Section 1.13.2 Name and Title of Notary Public or Justice of the Peace
- (2) Provide certificates of insurance with the minimum coverage limits required as described above on Page 4 of this RFB.
- (3) Provide a Certificate of Good Standing issued by the New Hampshire Secretary of State if the vendor is a registered business entity (such as a corporation, limited liability company, or limited liability partnership) and not a sole proprietor or general partnership.
- (4) If the vendor is a registered business entity (such as a corporation, limited liability company, or limited liability partnership) and not a sole proprietor or general partnership, then provide a duly executed Certificate of Vote properly authorizing the vendor to enter into the service contract with the State contemplated by this RFB and authorizing a designated officer or other representative of the entity to sign the contract and related documents on the entity's behalf.

BID SUBMISSION:

This RFB may have been provided to you in an electronic format. The vendor must print the necessary portions of this RFB and submit an original hardcopy bid response by mail or in person to:

NH Department of Safety
Division of State Police – Marine Patrol
Attn: CRYSTAL MCLAIN, SGT.
31 Dock Road
Gilford, NH 03249

Bid responses must be marked as:

Marine Patrol RFB MP 2014-03
Submission Deadline: March 21, 2014 at 2:00 PM
Real Property Appraisal Services

Complete bid responses must be received at or prior to the bid submission deadline specified on the cover sheet of this RFB. Any bid responses, or portions thereof, received after the bid submission deadline shall be rejected as late submissions. Any incomplete bid responses and any bid responses that are not submitted in hardcopy form bearing original signatures will be rejected as nonconforming submissions.

OPTIONAL: In addition to the required hardcopy bid response, all bidders are strongly encouraged to submit scanned electronic copies of their complete bid responses in "PDF" file format by email to: Crystal.McLain@dos.nh.gov.

AWARD:

The award will be made to the bidder meeting all of the qualification criteria established in this RFB that submits a conforming bid response and provides the lowest proposed total cost for the real property appraisal services sought. The State reserves the right to reject any or all bids or any parts thereof. Any resulting contract shall become effective on the date approved by the Governor and Executive Council of the State of New Hampshire if applicable. Otherwise, the effective date of any resulting contract shall be the date upon which said contract is signed by the last party to do so.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results will not be disclosed by telephone. Specific bid response information will not be disclosed. Bid results will be made available to the public only after final approval of the contract(s) and shall be provided by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SCOPE OF SERVICES:

The purpose of this bid is to provide all labor, mileage, parking, tolls, transportation, lodging, meals, materials, equipment, tools and report preparation as necessary to provide the required level of services as described herein. The scope of work shall include **REAL PROPERTY APPRAISAL SERVICES** at 17 Dock Road, Gilford, New Hampshire. The **REAL PROPERTY APPRAISAL SERVICES** sought shall be completed within a reasonable time frame as mutually agreed upon by the State and the vendor not to exceed thirty (30) days after the effective date of the contract.

By submitting a bid the vendor acknowledges and agrees that it is familiar with, or has had ample opportunity to become familiar with, the conditions and requirements of this RFB, the bid response requirements and work specifications contained herein, the minimum applicable vendor qualifications, and pertinent local conditions for the assignment, such as condition of buildings, location and accessibility of the property, and general character of the site.

All services performed under the contract(s) awarded hereunder which require full access to the Property shall be performed only by advance arrangement with the State, which in turn will make access arrangements with the current owner of the Property. Because the Property is privately owned and includes a working marina building, full access to the Property may only be available when the offices on site are closed to the public. No premium charges will be paid for any off-hour work. The vendor agrees that any damage or injury to buildings, materials, equipment or to other property caused by the vendor or its employees, officers, principals, or agents while performing services on site at the Property will be fully repaired to the owner's satisfaction at the vendor's sole expense.

To aid the bidders in formulating their offers, an optional site visit will be held at the Property on Monday, March 10, 2014 at 10:00 AM. Bidders should allow at least 60 minutes for a full walk-through of the premises.

Neither the vendor nor its personnel shall represent themselves as employees or agents of the State. While on State property the vendor's personnel shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All vendor personnel shall observe all agency regulations or special restrictions in effect while on site at the Property. Vendor personnel shall be allowed only in areas where work is being performed. The use of State telephones by vendor personnel is prohibited.

SCOPE OF WORK: Real Property Appraisal of land and improvements at 17 Dock Road, Gilford, New Hampshire

PROPERTY: Land, buildings, and other improvements located at 17 Dock Road, Gilford, New Hampshire (Parcel ID # 242-186-000 or Tax Map 242, Lot 186), primarily consisting of approximately 1.4 acres of land, a 15,120 square foot warehouse building with an additional 640 square foot retail area, and a paved surface parking lot. The property is currently being used as a marina dockyard facility. Additional property information is included in the exhibits attached to this RFB. The State desires to purchase the property from its current owner with the intention of razing the existing building in order to create adequate parking for a new Marine Patrol facility planned for construction on the abutting State owned parcel.

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

QUALIFICATIONS:

The successful vendor must be a Certified General Appraiser with a current certification issued by the New Hampshire Real Estate Appraiser Board (the "Appraiser Board") or a business entity offering the services of one or more employees, principals, or agents that are Certified General Appraisers bearing such certifications. Each bidder must disclose any past or present disciplinary proceedings before the Appraiser Board or its counterpart in any other state involving the bidder or any appraiser named on the bidder's Offer. If no such proceedings have ever been brought against the bidder or any such appraiser, then the bidder must include a signed statement to that effect with its bid. The State reserves the right to reject any bid submitted by or on behalf of an appraiser who has been the subject of any such proceeding.

The successful bidder will be an appraiser, or a business entity offering the services of one or more appraisers, who can demonstrate at least five (5) years of professional experience appraising complex non-residential properties consisting of land and commercial, institutional, or government buildings, especially including appraisal assignments involving dockyard parcels and warehouse buildings that are similar to those included within the Property.

SUB-CONTRACTORS:

The vendor may not use any sub-contractors in the performance of the services sought by this RFB.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The vendor shall do all of the work and furnish all of the materials necessary to perform in the manner and within the time specified in this RFB. Vendor shall complete all work to the satisfaction of the State and in accordance with the specifications herein described. All of the work to be done and work products to be furnished pursuant to the contract contemplated by this RFB shall be done and furnished strictly pursuant to, and in conformity with, the specifications described herein and with any directions given from time to time by the State representative during the progress of the work. The vendor shall take full responsibility for the work requested in this RFB and for preventing injuries to persons and damage to property and utilities on or about the Property or other work sites. The vendor shall in no way

be relieved of its responsibilities as set forth in this RFB by any right of the State to give permission or issue orders relating to any part of the work requested herein, or by any such actual permission given or orders issued by the State, or by any failure of the State to give such permission or issue such orders. The vendor shall bear all losses resulting from the amount or character of the work, or from how the nature of the area in which the work is to be done differs from what was estimated or anticipated, or from the weather, the elements, or other natural causes.

The vendor agrees that any damage or injury to buildings, materials, equipment, or other property caused by the vendor or by vendor personnel during the performance of the services requested by this RFB will be repaired to the owner's satisfaction at the vendor's sole expense.

[OFFER SHEET ON NEXT PAGE]

OFFER:

The undersigned hereby offers on behalf of the Bidder named below to perform the requested real property appraisal services to the State of New Hampshire as described in this RFB at the total price quoted below and in complete accordance with the general and detailed specifications included in and with this RFB.

TOTAL BID PRICE FOR THE APPRAISAL: \$ _____

CERTIFIED GENERAL APPRAISER(S) TO PERFORM SERVICES:

Name: _____ NH License/Certificate No. _____

Hourly appraisal rate: \$ _____ Hourly court or expert witness rate: \$ _____

Name: _____ NH License/Certificate No. _____

Hourly appraisal rate: \$ _____ Hourly court or expert witness rate: \$ _____

Name: _____ NH License/Certificate No. _____

Hourly appraisal rate: \$ _____ Hourly court or expert witness rate: \$ _____

BIDDER:

_____ (print name of bidder entity)

Signature

Date

Print name and title of duly authorized person signing above: _____

EXHIBIT LIST

SAMPLE FORM P-37 AGREEMENT (SUCCESSFUL VENDOR WILL BE REQUIRED TO COMPLETE AND RETURN)

AERIAL VIEW OF PROPERTY

ZONING MAP DETAIL

ASSESSOR CARD

ADDITIONAL PROPERTY INFORMATION SHEET

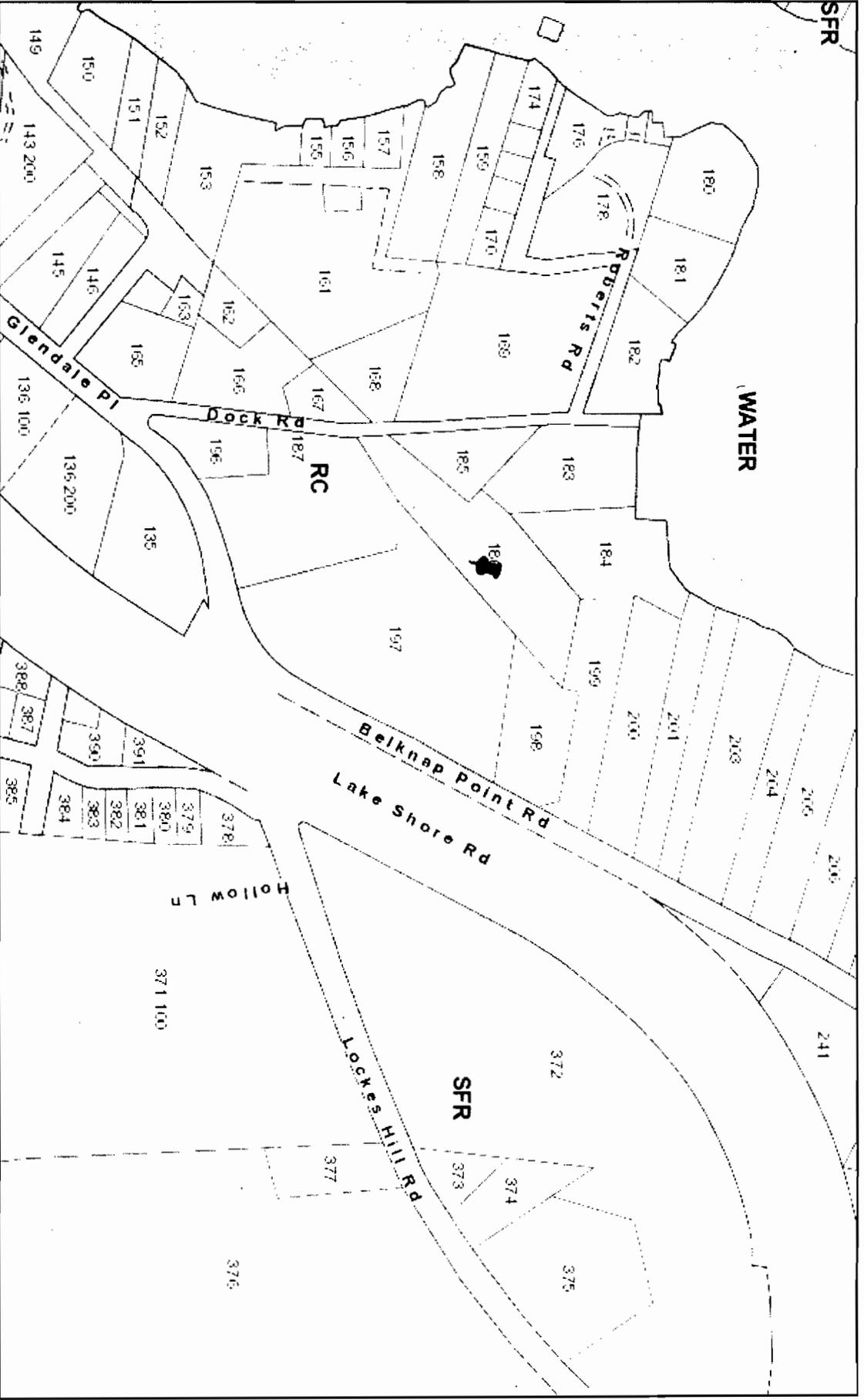
ADDITIONAL PROPERTY INFORMATION

17 Dock Road, Gilford, New Hampshire

- Tax Map 242, Lot 186
- Source deed to current owner: Belknap County Registry of Deeds Book 1352, Page 421
- Zoning District: Resort Commercial (RC)
- Land and buildings were acquired by the current owner in 1995
- Property abuts Marine Patrol facility parcel and has frontage on Dock Road
- Property has established vehicular access (driveway) from Dock Road

SFR

WATER



17 Dock Road (Lot 186) - Zoning Map Detail
 Gilford, NH

1 Inch = 271 Feet
 January 22, 2014



CAI Technologies

www.cai-tech.com

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

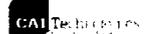


Gilford, NH
1 Inch = 123 Feet
December 03, 2013



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

www.cai-tech.com



Gilford, NH : Commercial Property Record Card

[[Back to Search Results](#)]

[[Start a New Search](#)] [[Help w/ Printing](#)]

Search For Properties

Parcel ID#	Name	Street #	Street Name
242-186-000			

Parcel ID#	Card	Map-Block-Lot	Location	Zoning	State Class	Acres
242-186-000	1	CURRENT	17 DOCK RD	RC	315 - DOCKYARD	1.400
Living Units						
0						

Owner Information

Lakeside Realty.Llc
 Po Box 683
 Shrewsbury MA 01545

Property Picture

[No Picture Available]

Deed Information

Book/Page: 1352/0421
 Deed Date: 1995/10/13

Building Information

Building No: 1
 Year Built: 1935
 No of Units: 0
 Structure Type: Warehouse
 Grade: C
 Identical Units: 1

Valuation

Land: \$204,800
 Building: \$368,700
 Total: \$573,500
 Net Assessment: \$573,500

Sales History

Book/Page	Date	Price	Type	Validity
n/a	1995/10/01	\$140,000	Land + Bldg	8

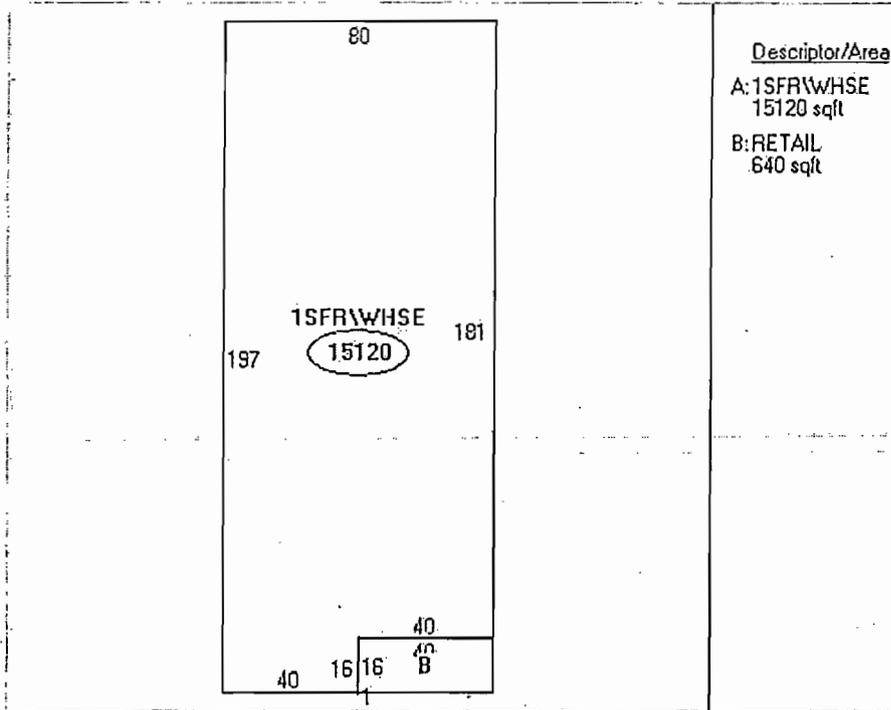
Out Building Information

Structure Code	Width	Lgth/SqFt	Year	RCNLD
Asphalt Parking	1	15000	1978	\$17,330

Exterior/Interior Information

Levels	Size	Use Type	Ext. Walls	Const. Type	Partitions	Heating	A/C	Plumbing	Condition	Func. Utility	Unadj. RCNLD
01-01	n/a	Auto Parts/Service	Conc. Block	Wood Joist	Normal	None	None	Normal	Fair	Normal	327820
01-01	n/a	Retail Store	Conc. Block	Wood Joist	Normal	Unit Heat	None	Normal	Fair	Normal	30870
M1-M1	n/a	Support Area	Conc. Block	Wood Joist	Normal	None	None	Normal	Fair	Normal	14890
M1-M1	n/a	Multi-Use Office	Conc. Block	Wood Joist	Normal	Unit Heat	None	Normal	Fair	Normal	16850

Building Sketch



Descriptor/Area
 A: 1SFR\WHSE
 15120 sqft
 B: RETAIL
 640 sqft

Notice

Tax Year 2013 Values

The information delivered through this on-line database is provided in the spirit of open access to government information and is intended as an enhanced service and convenience for citizens of Gilford, NH.

The providers of this database: CLT, Big Room Studios, and Gilford, NH assume no liability for any error or omission in the information provided here.

Comments regarding this service should be directed to: mferreira@gilfordnh.org.



State of New Hampshire
Department of State

CERTIFICATE

William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FREMEAU APPRAISAL, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on February 1, 1989. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of September, A.D. 2013

William M. Gardner

William M. Gardner
Secretary of State

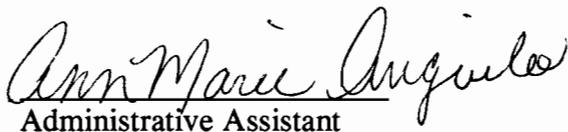
I, Ann Marie Angiulo, hereby certify that Joseph G. Fremeau is the duly elected President and Treasurer of Fremeau Appraisal, Inc.

I hereby certify that a vote was taken at a meeting held on February 1, 1989, of the Board of Directors at which a quorum of the Board was present and voting.

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

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

By:


Administrative Assistant

Date:

5/24/14

c:\word\state\vote



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2014

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

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

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

COVERAGES CERTIFICATE NUMBER: 2013-2014 Revised REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 NH Department of Safety; Division of State Police/Marine Patrol are named additional insured with respect to general liability when required by written contract.
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER NH Department of Safety; Division of State Police - Marine Patrol 31 Dock Road Gilford, NH 03249	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Sylvia Allard/SA5 

Real Estate Appraisers Professional Liability



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

LIBERTY INSURANCE UNDERWRITERS, INC.

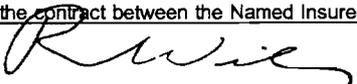
(A Stock Insurance Company, hereinafter the "Company")
 55 Water Street, 18th Floor
 New York, NY 10041

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

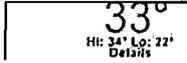
Item DECLARATIONS

<p>1. Customer ID: 103522 Named Insured: FREMEAU APPRAISAL, INC. 11 Stark Street Manchester, NH 03101</p>	
<p>2. Policy Period: From: 08/05/2013 To: 08/05/2014 12:01 A.M. Standard Time at the address stated in Item 1.</p>	
<p>3. Deductible: \$1,000 Each Claim</p>	
<p>4. Retroactive Date: 08/05/1986</p>	
<p>5. Inception Date: 08/05/2007</p>	
<p>6. Limits of Liability: A. \$1,000,000 Each Claim B. \$2,000,000 Aggregate</p>	<p>The Limit of Liability for Each Claim and in the Aggregate is reduced by Damages and Claims Expenses as defined in the Policy.</p>
<p>7. Mail all notices, including notice of claim, to Agent:</p>	<p>LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (800) 334-0652; Fax: (805) 962-0652</p>
<p>8. Annual Premium: \$3,486.00</p>	
<p>9. Number of Appraisers: 4</p>	
<p>10. Forms attached at issue: LIA002 (10/11) LIA NH (10/11) LIA009 (08/11) LIA012 (08/11) LIA013 (08/11) LIA018 (03/10) LIA021 (03/10) LIA025 (03/10) OFAC (08/09)</p>	

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

By 
 Authorized Signature

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4 Ads

Other

Classifieds

February 4th, 2014

¶ The NH Dept. of Safety seeks bids from qualified real property appraisers to appraise property in Gilford, NH. For more information see Bid # RFB MP 2014-01 posted at http://admin.state.nh.us/purchasing/bids_posteddt.asp?so rt=PostedDate%20DESC or inquire at Crystal.McLain@dos.nh.gov or (603) 293-2037, ext 27007. Bids are due February 21, 2014. (UL - Jan. 31; Feb. 3, 4)

¶ The NH Dept. of Safety seeks bids from qualified real property appraisers to appraise property in Gilford, NH. For more information see Bid # RFB MP 2014-01 posted at http://admin.state.nh.us/purchasing/bids_posteddt.asp?so rt=PostedDate%20DESC or inquire at Crystal.McLain@dos.nh.gov or (603) 293-2037, ext 27007. Bids are due February 21, 2014. (UL - Jan. 31; Feb. 3, 4)

Classifieds

February 3rd, 2014

¶ The NH Dept. of Safety seeks bids from qualified real property appraisers to appraise property in Gilford, NH. For more information see Bid # RFB MP 2014-01 posted at http://admin.state.nh.us/purchasing/bids_posteddt.asp?so rt=PostedDate%20DESC or inquire at Crystal.McLain@dos.nh.gov or (603) 293-2037, ext 27007. Bids are due February 21, 2014. (UL - Jan. 31; Feb. 3, 4)

Classifieds

January 31st, 2014

¶ The NH Dept. of Safety seeks bids from qualified real property appraisers to appraise property in Gilford, NH. For more information see Bid # RFB MP 2014-01 posted at http://admin.state.nh.us/purchasing/bids_posteddt.asp?so rt=PostedDate%20DESC or inquire at Crystal.McLain@dos.nh.gov or (603) 293-2037, ext 27007. Bids are due February 21, 2014. (UL - Jan. 31; Feb. 3, 4)

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8 Ads

Other

Classifieds

March 5th, 2014

The NH Dept. of Safety seeks bids from qualified real property appraisers to appraise property in Gilford, NH. For more information see Bid # RFB MP 2014-03 posted at http://admin.state.nh.us/purchasing/bids_posteddte.asp?so rt=PostedDate%20DESC or inquire at Crystal.McLain@dos.nh.gov or (603) 293-2037, ext 27007.

Bids are due March 21, 2014.

(UL - March 3, 4, 5)

Classifieds

March 10th, 2014

The NH Dept. of Safety seeks bids from qualified real property appraisers to appraise property in Gilford, NH. For more information see Bid # RFB MP 2014-03 posted at http://admin.state.nh.us/purchasing/bids_posteddte.asp?so rt=PostedDate%20DESC or inquire at Crystal.McLain@dos.nh.gov or (603) 293-2037, ext 27007.

Bids are due March 21, 2014.

(UL - March 3, 4, 5)

Classifieds

March 3rd, 2014

The NH Dept. of Safety seeks bids from qualified real property appraisers to appraise property in Gilford, NH. For more information see Bid # RFB MP 2014-03 posted at http://admin.state.nh.us/purchasing/bids_posteddte.asp?so rt=PostedDate%20DESC or inquire at Crystal.McLain@dos.nh.gov or (603) 293-2037, ext 27007.

Bids are due March 21, 2014.

(UL - March 3, 4, 5)

Classifieds

February 14th, 2014

Request for proposals Statewide Radio System Functionality & Interoperability Study & Report

The N.H. Dept. of Safety, Div. of State Police is requesting proposals for the provision of an in-depth study of the existing overall statewide VHF, P-25, 2-way radio system infrastructure. Please contact Jeanette Patten, Purchasing Assistant at (603) 223-3863 or Jeanette.patten@dos.nh.gov to obtain a bid packet. Written proposals are due by 2:00 p.m., Friday, March 28, 2014.

(UL - Feb. 12, 13, 14)

Classifieds

February 13th, 2014

Request for proposals Statewide Radio System Functionality & Interoperability Study & Report

The N.H. Dept. of Safety, Div. of State Police is requesting proposals for the provision of an in-depth study of the existing overall statewide VHF, P-25, 2-way radio system infrastructure. Please contact Jeanette Patten, Purchasing Assistant at (603) 223-3863 or Jeanette.patten@dos.nh.gov to obtain a bid packet. Written proposals are due by 2:00 p.m., Friday, March 28, 2014.

(UL - Feb. 12, 13, 14)

Classifieds

February 12th, 2014

Request for proposals Statewide Radio System Functionality & Interoperability Study & Report

The N.H. Dept. of Safety, Div. of State Police is requesting proposals for the provision of an in-depth study of the existing overall statewide VHF, P-25, 2-way radio system infrastructure. Please contact Jeanette Patten, Purchasing Assistant at (603) 223-3863 or Jeanette.patten@dos.nh.gov to obtain a bid packet. Written proposals are

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 4

POWERS OF THE GOVERNOR AND COUNCIL IN CERTAIN CASES

Acquisition and Disposal of Real Estate

Section 4:29

4:29 By Purchase. – The governor, with the advice and consent of the council, may acquire on behalf of the state, either by purchase or otherwise, as hereinafter provided, any real estate within the state which he may deem necessary for any military purpose, for public parks, public buildings, or for any other public improvement purposes and to accept deeds thereof in the name of the state; provided, however, that 60 days before a purchase of any real estate within the city of Concord or the Concord region, the governor shall provide written notice of such proposed purchase to the state-capitol-region planning commission. No dam or any real property appurtenant thereto or any rights and easements in either may be acquired pursuant to the authority of this section or any other provision of law except an act of the legislature which authorizes the acquisition of a particular dam, real property, or right or easement.

Source. 1917, 221:1. 1921, 131:1. PL 19:18. 1937, 180:1. RL 27:23. RSA 4:29. 1969, 399:1. 1991, 116:1, eff. July 13, 1991.