



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

MAY 05 '20 12:41 PM



William Cass, P.E.
Assistant Commissioner

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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.

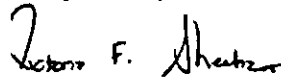
With Governor and Council approval, MMC Appraisal Services will serve in a pool of appraisers to provide appraisal services on an "as needed" basis. When an appraisal is required, the approved firms will be considered relative to the scope of the assignment, their capacity to perform in a timely fashion, 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


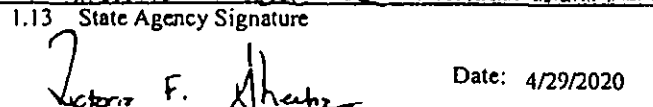

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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:  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.

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 30 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 State 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

FACT 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> |
|-------------------|----------------------|--|-------------------------|-------------------------------|
|-------------------|----------------------|--|-------------------------|-------------------------------|

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

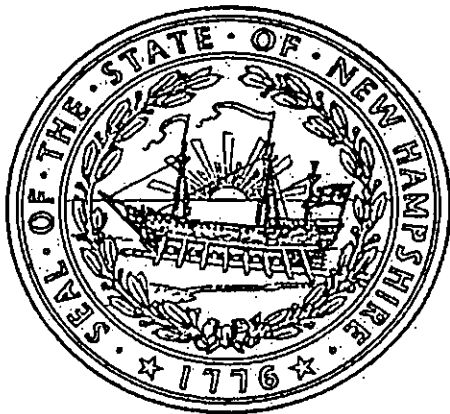
Department of State

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 "Wm 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 | Agency: 4012178 |
|---|-------------------------------------|--|
| 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 | \$29,224 | 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2020

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 LIA ADMINISTRATORS & INS SERVICES 72255332 PO BOX 1319 SANTA BARBARA CA 931021319 | CONTACT NAME: | |
| | PHONE (800) 334-0652 (A/C, No, Ext): | FAX (805) 962-0652 (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURER A: Hartford Underwriters Insurance Company | | NAIC# 30104 |
| INSURED MARSHA M. CAMPANELLO DBA MMC APPRAISAL SERVICES 5 PARTRIDGE RD CONCORD NH 03301-7886 | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |
| | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-----------------------|---|-----------|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability | X | | 72 SBM AF9NJT | 03/27/2020 | 03/27/2021 | EACH OCCURRENCE | \$500,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$500,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) | |
| | UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$ | | | | | | EACH OCCURRENCE AGGREGATE | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 72 SBM AF9NJT | 03/27/2020 | 03/27/2021 | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | |
| | | | | | | | E.L. DISEASE -EA EMPLOYEE | |
| | Data Breach - Defense & Liab Covg | | | 72 SBM AF9NJT | 03/27/2020 | 03/27/2021 | Limit | \$50,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

| | |
|--|---|
| CERTIFICATE HOLDER State of New Hampshire 7 HAZEN DR CONCORD NH 03301-6502 | 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 <i>Suzanne Castaneda</i> |

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

April 1, 2020

MARSHA M. CAMPANIELLO
5 PARTRIDGE RD
CONCORD NH 03301

Policy Information:

| | |
|-----------------------|---------------|
| Policy Number: | 72 SBM AF9NJT |
|-----------------------|---------------|



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 L. 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



**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 | |
| | | Marsha 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

Producer 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. Campaniello

Policy Number: AAI010071-01
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. Campaniello | 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 DiscountSM 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@oplc.nh.gov or visit our web site at <http://www.oplc.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
- Fremeau Appraisal, Inc. of Manchester, New Hampshire
Vendor #156812
- J. Chet Rogers, LLC of Hollis, New Hampshire
Vendor #259227
- Leidinger Appraisals of Canterbury, New Hampshire
Vendor #160125
- McManus & Nault Appraisal Co, Inc. of Bow, New Hampshire
Vendor #164307
- Shurtleff Appraisal Assoc., Inc. of Hampstead, New Hampshire
Vendor #155924

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

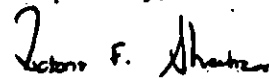
Should the Department require a second appraisal of a parcel for which appraisal services were previously utilized under this program, the assignment will be offered to the firm that previously submitted the second lowest quotation. If they are unable to accept, the third firm would be engaged.

For the Federal Funds portion, funding is 80% Federal Funds with 20% state match. Turnpike toll credit is being utilized for match requirements, effectively using 100% Federal Funds.

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

Authorization is respectfully requested to enter into multi-vendor appraisal contracts with the proposed eight appraisal firms listed above.

Respectfully,



Victoria F. Sheehan
Commissioner

VFS/SGL/pfc
Attachments

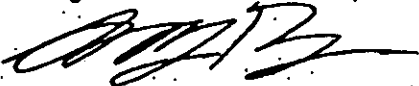
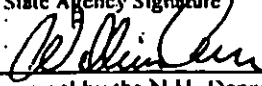
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

| | | | |
|---|---|---|--|
| 1.1 State Agency Name DEPARTMENT OF TRANSPORTATION | | 1.2 State Agency Address P.O. BOX 483, 7 HAZEN DRIVE, CONCORD NH 03301 | |
| 1.3 Contractor Name Bergeron 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 G&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 Bergeron Principal | |
| 1.13 Acknowledgement: State of <u>NEW HAMPSHIRE</u> , County of <u>Rochester</u> On <u>Feb. 19, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] | | <div style="border: 1px solid black; padding: 5px;"> Brandon J. Sheldon Notary Public, State of New Hampshire My Commission Expires Dec. 03, 2019 </div> | |
| 1.13.2 Name and Title of Notary Public or Justice of the Peace Brandon Sheldon Notary | | | |
| 1.14 State Agency Signature  Date: 2/26/19 | | 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 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9; DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials 

Date

2/19/19

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials _____
Date _____

OB
2/19/19