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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Right-of-Way
August 9, 2023

REQUESTED ACTION

Authorize the Department of Transportation to amend an item approved on April 17, 2019 (item #44A) for the addition of LAP Appraisals, LLC (vendor # 465299) of Sanbornton, NH to prepare appraisals for property needed for transportation projects, effective upon Governor and Council approval through April 17, 2024.

The addition would increase the number of available appraisal firms from twelve to thirteen. No new funding is required.

EXPLANATION

The purpose of this request is to enter into a 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 the Governor and Council on April 17, 2019, item #44A). An amendment to that item was approved on May 20, 2020 (item #5A) to add one additional firm bringing the total of firms to nine. A second amendment was approved on October 21, 2020 (item #5A) to add one firm, bringing the number of firms to ten. A third amendment was approved on September 21, 2022 (Item #32) to add one firm, bringing the total number of appraisal firms to eleven. A fourth amendment is currently before the Governor and Executive Council which would bring the number of firms to twelve, upon approval.

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

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

comparable sales data, there are requests for third appraisals.

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

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

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

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

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

Respectfully,

William J. Cass, P.E.
Commissioner

WJC/pfc
Attachments

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation		1.2 State Agency Address 7 Hazen Drive Concord, NH 03301	
1.3 Contractor Name LAP Appraisals, LLC		1.4 Contractor Address 819 New Hampton Road Sanbornton, NH 0329	
1.5 Contractor Phone Number 603-286-7931	1.6 Account Unit and Class 15-96-30540000-500464-5013	1.7 Completion Date 4/17/2024	1.8 Price Limitation $1,500,000.00* (aggregate for all firms)
1.9 Contracting Officer for State Agency William Oldenburg		1.10 State Agency Telephone Number 603-271-3222	
1.11 Contractor Signature Anne Glines Date: 8/8/2023		1.12 Name and Title of Contractor Signatory Anne Glines Appraiser	
1.13 State Agency Signature Date: 8/14/23		1.14 Name and Title of State Agency Signatory William Oldenburg Director of Project Development	
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: 9/13/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials AGM
Date 8/8/2023

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, 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.

3.3 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, obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials AKH
Date 8/18/2023

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 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

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

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials ARN
Date 3/8/2023

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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").*

.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 any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Contractor Initials

Date 8/8/2003

EXHIBIT A - SPECIAL PROVISIONS

AMEND THE CONTRACT TO READ:

12. Notwithstanding the provisions of paragraph 12 of the contract, 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.

Contractor initials AKM
Date: 8/8/2023

EXHIBIT B - SCOPE OF WORK AND SERVICES:

1. The Appraiser covenants and agrees to create and update written appraisal(s) of certain parcel(s) of property and under "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 the State's reviewer asks, any corrected pages of the appraisal with the changes highlighted, and the revised written appraisal.

2. The measure of damage to the condemnee(s) is to be estimated using all applicable approaches to the value necessary to support the final estimate of the appraiser under RSA 498-A and the approaches as outlined 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.

3. If required by the NHDOT, the Appraiser will appear before any board or court to justify, testify, and defend their appraisal.

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 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.

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.

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.
7. Appraisal assignment, title, and date signed by are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

8. NHDOT fee appraiser selection procedures are hereby incorporated herein. The policy is available for inspection at NH DOT ROW Section.

Contractor initials: _____
Date: 8/8/2023

EXHIBIT C - METHOD AND AMOUNT OF PAYMENT

1. The NHDOT agrees to pay the Appraiser the quoted and accepted appraisal fee under 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 late appraisal report, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the agreed-upon appraisal completion date until the appraisal report is received.

(d) For appraisal review responses that 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 by the Appraisal Report Requirements identified in Exhibit A paragraph (1) of this Contract.

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 workday 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 a day shall include the duration of a hearing, pre-trial conference, or trial day.

Contractor Initials _____
Date: 8/8/2023

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LAP APPRAISALS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 29, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 409626

Certificate Number: 0006284360

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of July A.D. 2023.

David M. Scanlan

Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/08/2023

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

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

PRODUCER
Core Benefits Group Inc
2 Village Green Road
Suite A1
Hampstead NH 03841

CONTACT NAME: Jessica Krauklin
PHONE (A/C, No, Ext): (603) 329-4933 FAX (A/C, No): (603) 329-4924
E-MAIL ADDRESS: JKrauklin@mycoreinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Underwriters Insurance Company	30104
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Lap Appraisals LLC
819 New Hampton Rd
Sanbornton NH 03269-2026

COVERAGES CERTIFICATE NUMBER: 23-24 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			04SBAAZ9L1M	09/04/2023	09/04/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

State of New Hampshire Bureau of Right Away
7 Hazen Drive, Room 100
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Anne K. Glines
Certified Residential Appraiser NHCR-852

Professional Profile

Certified Residential Real Estate Appraiser Serving the following New Hampshire Counties

- Belknap
- Grafton
- Merrimack
- Carroll
- Parts of Coos

Property Appraised

- Single Family, 2-4 Family, REO Properties, Condominiums, New Construction, Mobile and Manufactured homes, waterfront and Vacant Land.

Appraisal Employment History
2001-2022
LAP Appraisals, LLC
819 New Hampton Road
Sanbornton, NH 03269

Certifications

- VA, FHA and Rural Development approved.

Education - College
Graduate of Winnisquam High School
Required Education Courses for Certification thru NH Hampshire Technical Institute

Professional Education

- Appraising Foreclosure & REO Properties
- Appraising for FHA
- Appraising for Manufactured Housing
- Supervising Beginning Appraisers
- Staying Compliant & Competitive
- Appraisals for 2-4 Unit Properties
- Appraising using ANSI, FNMA and GLA
- USPAP 2022
- Expert Witness
- Property Tax Appeals

- Loss Prevention
- New Construction
- Darker Shades of Gray

Clients

I have a large client list working with AMC (Appraisal Management Companies) all over the country as well as local lenders such as and not limited to; Bank of New Hampshire, Northway Bank, TD Bank, Citizens Bank, Wells Fargo, JP Morgan Chase, Franklin Savings Bank and Mascoma Bank.

TRAVELERS

Travelers 1st Choice+®

REAL ESTATE SERVICES PROFESSIONAL LIABILITY COVERAGE DECLARATIONS

POLICY NO. 107306603

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

Important note: This is a claims-made policy. To be covered, a claim must be first made against an insured during the policy period or any applicable extended reporting period.
The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses.

This policy is composed of the Declarations, the Professional Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

ITEM 1	**NAMED INSURED:** L A P APPRAISALS LLC DBA: Principal Address: 819 NEW HAMPTON RD SANBORNTON, NH 03269-2028
ITEM 2	**POLICY PERIOD:** Inception Date: September 9, 2022 Expiration Date: September 9, 2024 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 3	ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW: Email: BSIclaims@travelers.com Fax: 1-888-460-6622 Mail: Travelers Bond & Specialty Insurance Claim P.O. Box 2989 Hartford, CT 06104-2989 Overnight Mail: Travelers Bond & Specialty Insurance Claim One Tower Square, S202A Hartford, CT 06183 For questions related to claim reporting or handling, please call 1-800-842-8496.
ITEM 4	COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2: Real Estate Services Professional Liability Coverage

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ITEM 5	PROFESSIONAL LIABILITY COVERAGE LIMITS Professional Services and Network and Information Security Offenses Coverage Limits: $1,000,000 for each **Claim**; not to exceed $1,000,000 for all **Claims** Deductible: $2,500 each **Claim** N/A all **Claims** Retroactive Date: September 9, 2002 Knowledge Date: September 9, 2020
ITEM 6	ADDITIONAL BENEFITS LIMITS: Crisis Event Expenses Limits: $10,000 for each **Crisis Event** $30,000 for all **Crisis Events** Disciplinary or Regulatory Proceeding Expenses Limits: $25,000 for each **Disciplinary or Regulatory Proceeding** $50,000 for all **Disciplinary or Regulatory Proceedings**
ITEM 7	PREMIUM FOR THE POLICY PERIOD: $2,130.00 Policy Premium $1,065.00 Annual Installment Premium
ITEM 8	OPTIONAL EXTENDED REPORTING PERIODS: Additional Premium Percentage: Additional Months: 100% 12 150% 24 200% 36 240% 60 300% Unlimited

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ITEM 9	FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: RPL-1001-1108; RPL-2003-1108; RPL-19001-0413; RPL-19002-0413; RPL-19003-0413; RPL-2002-0413; PTC-1001-1108; PTC-19006-0315; PTC-2067-1215; PTC-3029-1214

The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.

President

Corporate Secretary

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Statement of Workers' Compensation

Anne Glines is a sub-contractor for LAP Appraisals, LLC. LAP Appraisals, LLC being a single member LLC is exempt from workmen's compensation coverage.

Michael J. Glines Owner
LAP Appraisals, LLC
819 New Hampton Rd
Sanbornton NH 03269
603-286-7931

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/01/2022

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

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

PRODUCER J.A. Price Agency, Inc. 6640 Shady Oak Road, Suite 500 Eden Prairie MN 55344	CONTACT NAME: Amy Winkelman PHONE (A/C, No, Ext): (800) 944-0119 FAX (A/C, No): (952) 944-5061 E-MAIL ADDRESS: amy.winkelman@japrice.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Travelers Casualty and Surety Company of America — 31194
INSURED L A P Appraisals LLC Anne K. Glines; Michael J. Glines 819 New Hampton Road Sanbornton NH 03269	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 22-24 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Real Estate Appraisers E&O Retroactive Date: 09/09/2002	N	N	0107306603LB	09/09/2022	09/09/2024	Per Claim	$1,000,000
							Aggregate	$1,000,000

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

Covered Real Estate Appraisers Include: Anne K. Glines, Michael J. Glines, Allison Auger/trainee.

CERTIFICATE HOLDER	CANCELLATION
INSURANCE VERIFICATION ONLY	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

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State regarding suspension or disbarment in the past three years.

I am not currently under suspension, debarment, voluntary exclusion or determined of ineligibility by any federal agency. I have not been suspended debarred, voluntary excluded or determine ineligible by any federal agency within the last three years. Neither do I have a postponed debarment pending, and have not been indicted, convicted, or have had a civil judgment rendered against any of us by a court of competent jurisdiction in any other matter involving fraud or official misconduct within the last three years.

7/24/2023

Anne K. Glines
LAP Appraisals, LLC

August 8, 2023

Paul F. Coddington, JD
Chief of Administration
Bureau of Right-of-Way
NH Department of Transportation

Mr. Coddington

I Michael J. Glines as representative/owner of LAP Appraisals, LLC located on 819 New Hampton Rd, Sanbornton NH grants authorization to subcontractor Anne K. Glines the right to contract with the State of NH for 120 days from this date.

Respectfully

Michael J. Glines
LAP Appraisals, LLC
819 New Hampton Rd
Sanbornton NH 03269
603-286-7931
e-mail contact@lapappraisals.com

Table of Hourly Rates

I am a certified appraiser working in the field for 20+ years. I handle all types of residential assignments ranging from simple single family, vacant land, complex residential projects and 2-4 family. My prospective hourly rates would vary depending on the complexity between $80 to $175 per hour.

Anne K. Glines, NHCR-852
819 New Hampton Rd
Sanbornton NH 03269
603-286-7931

Select another policy

Policy K3379517

2015 Honda, 2018 Honda

Policy basics

Request a policy change

ID cards

Documents

Proof of insurance

RightTrack

Low mileage

FEEDBACK

Policy
K3379517

Policy period
Jan 30, 2023 - Jan 30, 2024

Current premium
$1,326.80

Drivers
MICHAEL GLINES
Named insured

ANNE GLINES

Vehicles
2015 HONDA CR-V EX
2018 HONDA CR-V EX

Policy address
819 NEW HAMPTON RD
SANBORNTON, NH
03269-2028

Lender
AMERICAN HONDA FINANCE CORP

Coverages and deductibles

2015
HOND CR-V EX

2018
HOND CR-V EX

These coverage descriptions are intended to be guidelines. For complete and accurate definitions of your coverages, please refer to your policy documents.

Damage from a Collision Incident

Covered by Collision

Collision coverage pays for damage to your vehicle when it collides with another vehicle or object (e.g., a tree, a guardrail).

For example, if you hit another car, moving or parked, or you hit a tree that has fallen into the road, collision coverage will kick in to pay the cost of repairing or replacing your vehicle, after you pay your deductible.

If you have comprehensive and collision coverage, your protection extends to when you are driving a rental car as well. Please review your policy documents for a complete understand of your coverage when you are driving a car other than your own.

$500
out of pocket

$221.30
premium per year

FEEDBACK

Damage from a Non-Collision Incident

Covered by Comprehensive

Comprehensive coverage pays for damages to your vehicle due to fire, hail, theft, vandalism, or impact with an animal.

After certain events, comprehensive coverage kicks in to pay the cost, minus your deductible, of repairing or replacing your vehicle. The complete list of damage types that are covered by comprehensive are listed in your policy documents.

If you have comprehensive and collision coverage, your protection extends to when you are driving a rental car as well. Please review your policy documents for a complete understand of your coverage when you are driving a car other than your own.

$500
out of pocket

$201
premium per year

Rental Car Reimbursement

Covered by Rental Vehicle Reimbursement

If you file a comprehensive or collision claim, you are covered for Rental Car Reimbursement with this optional coverage. We will provide a rental vehicle if your vehicle needs repairs after an accident.

Your rental is covered until your vehicle is repaired at one of our Guaranteed Repair Network facilities, or a shop of your choice. Daily limits apply, so you may not get the same type of vehicle you normally drive.

$35 per day $1,050 per accident

$5.10
premium per year

Windshield Repair

Covered by Full Glass

Part of Comprehensive coverage, Vehicle Windshield Repair coverage pays to repair any damaged glass on your vehicle's windshield, if necessary.

For example, if your vehicle suffered from windshield chip or damage, will cover the cost to repair your windshield at no out-of-pocket

For example, if you get a chip or crack in your windshield, this coverage will cover the cost to repair your windshield at no expense to you.

Roadside Assistance

Covered by Roadside Assistance

If your vehicle breaks down, we won't leave you stranded. Roadside assistance will tow your vehicle to the nearest qualified repair shop, change a flat tire, deliver gas and other essential fluids. We'll also jumpstart your battery or send a locksmith if you're locked out of your vehicle.

$6.50
premium per year

Other Driver's Well Being

Covered by Bodily Injury

Helps pay for bodily injury expenses, like hospital bills and medical care, that you may be held responsible to pay if you cause an accident that injures another driver or another vehicle's passengers.

$100,000 per person

$300,00 per accid

$101.5 premium per y

FEEDBACK

Other Vehicle's Damage

Covered by Property Damage

When you are found legally responsible for a vehicle accident, this coverage pays for costs associated with repairing or replacing another person's property.

$100,000
per occurence

$103.10
premium per year

Medical Payments

Covered by Medical Payments

After an accident, the last thing that should be on your mind is how you'll pay for your injuries. This coverage pays for your initial medical expenses related to the accident, regardless of who is at fault. Passengers in your vehicle are also covered.

Medical Payments covers everything from ambulance transportation to the hospital to emergency room care, as well as the initial hospital stay and other reasonable medical expenses.

$10,000
per accident

$36
premium per year

Uninsured Motorist Coverage

Covered by Uninsured Motorist Coverage

Getting in an accident is no fun, and it can be worse if the other driver doesn't have insurance. If you have uninsured motorist

coverage (UM), you're protected in an accident if the at-fault driver is uninsured.

UM coverage changes from state-to-state, so your coverage is unique. For a full breakdown of what is included in your coverage see your Declarations Page.

$100,000	$300,000
per person	per accident

$41.40
premium per year

First Aid Treatment

Covered by Reimbursement for First Aid

All Safeco auto policies include coverage for reimbursement of first aid administered to others after an accident.

Is this page helpful?

Yes No

FEEDBACK

Privacy policy

Security policy

Terms & conditions

User rights

Underwriting companies

Producer compensation disclosure

Accessibility statement

Your California Privacy Choices: Do Not Sell or Share My Personal Information (CA Residents Only)

State of New Hampshire

Real Estate Appraisers Board

Authorized as

Certified Residential Appraiser

Issued To

ANNE K GLINES

License Number: NHCR-852
Active

Issue Date: 11/18/2009

Expiration Date: 12/31/2023

New Hampshire DOT
Department of Transportation

William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G&C #28
DATE 9/6/23

28

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Right-of-Way
July 20, 2023

REQUESTED ACTION

Authorize the Department of Transportation to amend an item approved on April 17, 2019 (item #44A) for the addition of Fahey Appraisals (Vendor # 459471) of Manchester, NH to prepare appraisals for property needed for transportation projects, effective upon Governor and Council approval through April 17, 2024.

The addition would increase the number of available appraisal firms from eleven to twelve. No new funding is required.

EXPLANATION

The purpose of this request is to enter a 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 dollars (approved by the Governor and Council on April 17, 2019, item #44A). An amendment to that item was approved on May 20, 2020 (item #5A) to add one additional firm bringing the total of firms to nine. A second amendment was approved on October 21, 2020 (item #5A) to add one firm, bringing the number of firms to ten. Another amendment was approved on September 21, 2022 (Item #32) to add one firm, bringing the total number of appraisal firms to eleven.

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

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

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

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

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

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

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

Respectfully,

William Cass

William J. Cass, P.E.
Commissioner

WJC/pfc
Attachments

SEP08'22 PM 1:41 RCVD

32

New Hampshire DOT Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Right-of-Way
September 7, 2022

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) for the addition of CBRE, Inc. (Vendor #227927) of Boston, MA, to prepare appraisals for property needed for transportation projects, effective upon Governor and Council approval through April 17, 2024.

The addition would increase the number of available appraisal firms from ten to eleven. No new funding is required.

EXPLANATION

The purpose of this request is to enter into a contract with one additional appraisal firm to expand the pool of contracted appraisers in the Statewide Acquisition Program. A previously approved Governor and Council item authorized eight appraisal firms, for a total cost of $1,500,000.00 dollars (approved by Governor and Council on April 17, 2019, item #44A). An amendment to that item was approved on May 20, 2020 (item #5A) to add one additional firm bringing the total of firms to nine. A second amendment was approved on October 21, 2020 (item #5A) to add one firm, bringing the total number of firms to ten.

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

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

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

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

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

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

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

Respectfully,

Victoria F. Sheehan
Commissioner

VFS/pfc
Attachments

New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #5A
Date 10/21/20

William Cass, P.E.
Assistant Commissioner

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

Bureau of Right-of-Way
September 10, 2020

REQUESTED ACTION

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

Respectfully,

Victoria F. Sheehan
Commissioner

VFS/pfc
Attachments

MAY05'20 12:41 PM 5A

New Hampshire DOT Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Right-of-Way
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

APR08'19 PM 1:30 DAS

44A

New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

William Cass, P.E.
Assistant Commissioner

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

Bureau of Right-of-Way
March 14, 2019

REQUESTED ACTION

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

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

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

	2019	2020	2021	2022	2023	2024
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
- Freeman Appraisal, Inc. of Manchester, New Hampshire
  Vendor #156812
- J. Chris 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
- Shirley 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