New Hampshire Employment Security
www.nhes.nh.gov
"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE
32 SOUTH MAIN STREET
CONCORD, NH 03301-4857

GEORGE N. COPADIS, COMMISSIONER

2012 OCT 31 AM 11:49

39

October 30, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, NH 03301

Requested Action

To authorize New Hampshire Employment Security (NHES) to enter into a contract with Capital Appraisal Associates, Inc. (VC# 156083), Concord, NH, in the amount of $6,000.00 to provide updated commercial real estate assessment services for four (4) NHES's offices from the date of Governor and Council approval through June 30, 2013. 100% Federal funds.

Federal funds available for these services will be expended as follows:

02 - 27 - 27 - 270010 - 8041 DEPT OF EMPLOYMENT SECURITY

		FY 2013
10 - 02700 - 80410000 - 020 - 500252 Current Expense Miscellaneous	$	6,000.00

Vendor Code: 156083 Capital Appraisal Associates, Inc.
RQ #: TBD

Explanation

NHES requests approval of attached agreement for updated commercial real estate assessment of four (4) NHES offices, two (2) in Concord and two (2) in Manchester, to determine current market value of properties that may become available for sale. NHES requests updated assessment because of real estate market fluctuations over the past year. Contract total of $6,000.00 is for the period from the date of Governor and Council approval through June 30, 2013.

This contract was competitively bid. NHES reached out to Certified Appraisers on NH Real Estate Assessors Board approved list and to all Contractors listed as Concord, NH Certified Appraisers, resulting in nineteen (19) bid specification requests, from which one (1) bid was submitted (list attached). The only responding bidder was selected.

Respectfully submitted,

George N. Copadis
Commissioner

Attachments

GNC/jdr

Print Form

Subject: Commercial Real Estate Assessment

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Employment Security	1.2 State Agency Address 32 South Main Street, Concord, NH 03301
1.3 Contractor Name Capital Appraisal Associates, Inc. VC #156083	1.4 Contractor Address 128 South Fruit Street, Concord, NH, 03301
1.5 Contractor Phone Number 603-228-9040 1.6 Account Number 010-027-8041-500-252	1.7 Completion Date June 30, 2013 1.8 Price Limitation $6,000.00
1.9 Contracting Officer for State Agency George Copadis, Commissioner	1.10 State Agency Telephone Number 603-228-4000
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory Timothy R. Daniels, President

1.13 Acknowledgement: State of NH, County of Merrimack

On 10/16/2012, 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] Yvette T. Lascelle

OFFICIAL SEAL
YVETTE T. LASCELLE
NOTARY PUBLIC – N.H.
My Comm. Expires Mar. 30, 2016

1.13.2 Name and Title of Notary or Justice of the Peace

Yvette T. Lascelle, Notary Public

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory George Copadis, 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)

By: On: 10/23/12

1.18 Approval by the Governor and Executive Council

By: On:

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

Contractor Initials TD
Date 10/16/12

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials _____
Date 10/16/12

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials _____
Date 10-16-12

EXHIBIT A

SCOPE

This document defines specific services, permits, materials, products, labor, tools, equipment and/or transportation necessary to provide for Commercial Real Estate Assessment for NH Employment Security.

DESCRIPTION OF WORK/REQUIREMENTS

Capital Appraisal Associates, Inc. hereinafter referred to as Contractor, will provide all phases of Commercial Real Estate Assessment: materials and labor as needed. Work performed will adhere to/conform to all applicable Federal, State and Local Codes.

Contractor guarantees quality of work. Contractor agrees to perform specified services in a professional manner and in accordance with specifications. Contractor will be responsible for obtaining all materials, permits, and approvals.

Contractor will conduct Commercial Real Estate Assessments of four (4) New Hampshire Employment Services offices, located in Concord - 10 West Street and 32 South Main Street, and Manchester - 298 Hanover Street and 300 Hanover Street. Contractor will provide NHES a complete summary report for each building being assessed.

SAFETY ISSUES and COMPLIANCE REQUIREMENTS

Safety and protection of NH Employment Security personnel and property is of utmost concern. Work will interfere as little as possible with NH Employment Security business. Contractor, at his expense wherever necessary or required, will furnish safety devices and take necessary precautions to protect life and property. Work performed will comply with all state and federal safety laws, rules, regulations and standards including, but not limited to, OSHA and U.S. Department of Labor to ensure safety of workers, NH Employment Security staff, NHES clients and the general public.

EXHIBIT B

Contractor agrees to provide NH Employment Security with services indicated in Exhibit A of this agreement at prices quoted and shown below. Contractor agrees to perform services in a professional manner and to meet specifications as outlined and approved by NH Employment Security representative.

298 Hanover Street, Manchester, NH, 03104	**$1,440.00**
300 Hanover Street, Manchester, NH, 03104	**$1,600.00**
10 West Street, Concord, NH, 03301	**$1,600.00**
32 South Main Street, Concord, NH, 03301	**$1,360.00**
TOTAL AGREEMENT NOT TO EXCEED	**$6,000.00**

INVOICE

Contractor will invoice NH Employment Security when services have been completed and approved by NH Employment Security representative. Invoices will have costs for labor and supplies. Contractor may invoice as each building has been assessed and documentation for assessment – a complete summary report, has been supplied to NHES.

Invoices must include the following information:

Date work was completed
Brief description of work done
Physical Location of job site

All invoices must show sufficient detail of work performed. Payment will be made through normal State payment process, which is within 30 days following receipt of an approved invoice and upon completion of and acceptance of work performed. Acceptance of work performed is determined by NH Employment Security representative (s).

Invoices will be sent to: **Helen A. Dinsmore**
Program Specialist I
NH Employment Security
32 South Main Street
Concord, NH, 03301-4857

EXHIBIT C

TERM & EXTENSION

This agreement is for a term beginning upon NH Employment Security approval and terminating on June 30, 2013.

TERMINATION

If Contractor fails to perform services as required, without notice this agreement will become void and of no effect, with no liability on the part of NH Employment Security beyond the date on which the vendor fails to perform required services. Either party may terminate this agreement at any time. The party requesting termination must give the other party written notice to so terminate, at least thirty (30) days prior to effective date of termination. Written notice will be by certified mail.

CONFIDENTIALITY, CRIMINAL RECORD, CERTIFICATE OF GOOD STANDING

Contractor and personnel scheduled to enter NH Employment Security facilities must submit a signed **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** (DES 1726), and a **CRIMINAL RECORDS FORM** (DES 2135), provided by NH Employment Security, if applicable, prior to entrance into facility. There is a $25 fee for each criminal record check. Contractor accepting winning bid must provide a current, dated April, 2011 or later, **NH Certificate of Good Standing.** There is a Thirty-Dollar fee ($30) for this if applied for in person or a Five-Dollar fee ($5) if applied via post. NHES will apply for Criminal Records checks and Good Standing Certificates, if you prefer, but will not assume costs for applications.

DAMAGE

Contractor agrees that damage to building(s), materials, equipment or other property during the performance of services will be repaired at his expense. Contractor agrees to return buildings, materials, equipment or property to original or better condition and acceptance by NH Employment Security. Contractor agrees to obtain NH Employment Security approval for sub-contractor/s required to perform repair work.

SUB-CONTRACTING

Contractor will not assign, subcontract or otherwise transfer any duty, obligation, or written performance required by this agreement without prior consent of NH Employment Security. Subcontractors must be listed on bid page of this document for pre-approval.

DEBARMENT, SUSUPENSION, PRIMARY COVERED TRANSACTIONS

Contractor certifies that the primary participant, and its principals, to the best of his knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.

DAVIS-BACON ACT

Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works.

AMERICANS WITH DISABILITIES ACT

The undersigned agrees to comply with all Federal, State and Local ADA rules and regulations.

State of New Hampshire
Department of State

CERTIFICATE

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

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of August, A.D. 2012

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

SPECIAL MEETING OF THE

BOARD OF DIRECTORS OF CAPITAL APPRAISAL, INC.

A special meeting of the board of directors of Capital Appraisal Associates, Inc. was held on this date, October 16, 2012, at 11:00 a.m. at 128 South Fruit Street, Concord, New Hampshire. Present at the meeting were all of the members of the board, Timothy R. Daniels and Kathleen J. Daniels.

Timothy R. Daniels took the position of chairman of the meeting.

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

RESOLVED: That Timothy R. Daniels, President is hereby authorized to sign the contract on behalf of Capital Appraisal Associates, Inc., for the *Contract to be performed for the Department Employment Security, Helen A. Dinsmore, Program Specialist.*

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

10/16/2012 _____
Date — Timothy R. Daniels, Director

10/16/2012 _____
Date — Yvette T. Lascelle, Notary Public
My Commission expires March 30, 2016

OFFICIAL SEAL
YVETTE T. LASCELLE
NOTARY PUBLIC – N.H.
My Comm. Expires Mar. 30, 2016

10/16/12 _____
Date — Kathleen J. Daniels, Director

10/16/2012 _____
Date — Yvette T. Lascelle, Notary Public
My Commission expires March 30, 2016

OFFICIAL SEAL
YVETTE T. LASCELLE
NOTARY PUBLIC – N.H.
My Comm. Expires Mar. 30, 2016

Client#: 26902 CAAPPRA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2012

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
Davis Towle Morrill & Everett
115 Airport Road
P O Box 1260
Concord, NH 03302-1260

CONTACT NAME:
PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Merchants Mutual Insurance Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Capital Appraisal Associates, Inc.
128 South Fruit Street
Concord, NH 03301

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/YYYY)	LIMITS	
A	GENERAL LIABILITY			BOP9089726	08/01/2012	08/01/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / OCCUR			CUP9139809	08/01/2012	08/01/2013	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA9095641	08/01/2012	08/01/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$100,000
							E.L. DISEASE - EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

** Workers Comp Information **

Voluntary Compensation

Proprietors/Partners/Executive Officers/Members Excluded: Kathleen J. Daniels & Timothy Daniels

CERTIFICATE HOLDER

NH Employment Security
32 South Main Street
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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New Hampshire Employment Security Commercial Real Estate Assessment

19 RFPs Distributed, 19 NH Real Estate Appraiser Board 1 Bid Submitted

Vendor All Bids Ascertained via NHREAB	Vendor Address	Telephone Number Bid Sumbission	Reason for Not Bidding
Applied Economic Research Russ Thibeault	109 Court Street, Laconia, NH, 03246	**603-524-1484**	**Too busy.**
Capital Appraisal Associates, Inc. Timothy Daniels	128 Fruit Street, Concord, NH, 03301 **capitalappraisal@comcast.net**	**603-228-9040** **$6,000.00**	**Provided winning bid.**
Cathy Capron Appraisals Cathy Capron	PO Box 6590, Penacook, NH, 03301	**603-753-9136**	**Cathy has never done an office building. Recommends more experienced bidder.**
Christopher Richardson Appraisal Svcs Christopher Richardson	203 Loudon Road, Concord, NH, 03301	**603-776-4770**	**Most CRA work is non commercial. If we have no options he will discuss bid.**
City of Concord Assessor's Office Robert Lakeman	41 Green Street, Concord, NH, 03301 372 Mountain Road, Concord, NH, 03301	**603-225-8550**	**Wendy LaRud called for Bob, who does not have time to take on project.**
Concord Realty Advisors Jerry Walls	PO Box 372, Concord, NH, 03301 **crealtyadvisors@comcast.net**	**603-226-7141**	**Did not want to bid at this time.**
Cornerstone Appraisal Carlene Mathison	5 Cabernet Drive #2, Concord, NH, 03303	**603-715-5927**	**Not interested.**
Fremeau Appraisal, Inc. Joe Fremeau	11 Stark Street, Manchester, NH, 03101 **joe@fremeau.com**	**603-622-8826**	**Did not want to bid at this time.**
Leidinger Appraisals Jeff Leidinger	354 Hackleboro Road, Canterbury, NH, 03224 **leidinger@appraisals.mv.com**	**603-783-3313**	**Jeff is too busy to consider bid.**
McLean Services Bill McLean	43 Gilford East Drive, Gilford, NH, 03249 **wjmclean3@aol.com**	**603-366-7196**	**Did not want to bid at this time.**
MJM Valuation Group Mark McCann	169 Portsmouth St #38, Concord, NH, 03301	**603-226-4581**	**Too busy to accept bid opportunity.**
Model Appraisal Dixie Brown	104.5 South Street, Concord, NH, 03301	**603-512-2823**	**Does mostly residential appraisals.**

NHES Database:
Names provided from NH Real Estate Appraiser Board and ZIP Appraisers, there may be several people from one company as names, not companies, were provided.

New Hampshire Employment Security Commercial Real Estate Assessment

Vendor
Bid Ascertained Via **19 RFPs Distributed, 19 NH Real Estate Appraiser Board 1 Bid Submitted**

NH Dept. of Transportation George LeMay Jessie Tichko	7 Hazen Drive, Concord, NH, 03302	**603-271-3987** **603-271-3222**	**Not interested.** **Not interested.**
NH Tax & Land Theresa Walker	107 Pleasant Street #2, Concord, NH, 03301	**603-271-2578**	**Not interested.**
Preferred Appraisal Thomas Gilbert Carol Hann	1 Windham Drive, Concord, NH, 03301	**603-225-8146**	**Does not do commercial assessment. Carol can do commercial but suggests we use exclusively commercial contractor.**
Real Estate Consultants of NE Andrew LeMay	75 S Main St #7, PMB 168, Concord, NH, 03301 **reconsne@gmail.com**	**603-856-7781** **603-715-5687**	**Too busy to accept bid opportunity.**
SED Valutations Scott Dickman	PO Box 2883, Concord, NH, 03302	**603-496-2826**	**Scott is too busy to accept bid opportunity.**
S&S Appraisal Associates Steven Sawyer	22 Concord Street, Nashua, NH, 03064	**603-595-4459**	**Not interested.**
Vision Apraisal Todd Whipple	unavailable at this time	**unknown**	**Did not want to bid at this time.**

NHES Database:
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