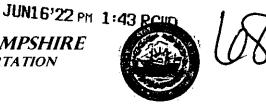


THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner

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William Cass, P.E. Assistant Commissioner

Bureau of Right-of-Way May 19, 2022

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

REQUESTED ACTION

1. Authorize the Department of Transportation to execute a contract with Innovision Realty Group, LLC of Manchester, NH, Vendor # 259028, in the amount of (\$495,600.00) for the management of properties in Region 1 throughout the State, upon Governor and Council approval, for the period of July 1, 2022 through June 30, 2026.

2. Further authorize the Department of Transportation to provide funds through rents collected to Innovision Realty Group, LLC in the amount of (\$75,000.00) dollars to fund the maintenance and management checking accounts used in the management of properties located in Region 1 throughout the state of New Hampshire, upon Governor and Council approval for the period of four years, starting July 1, 2022 through June 30, 2026.

Funding for this contract will primarily be through the rental income received from the lease of properties included in this contract. Funding may also come from projects funded as part of the State's Transportation Improvement Program, for property requiring management and maintenance services as part of ongoing highway and turnpike projects or other funding sources. This funding will be provided through the appropriate funding source for each project by the Department of Transportation.

EXPLANATION

The Department of Transportation purchases residential and commercial properties needed for construction of transportation projects as part of the State's Transportation Improvement Program. In some cases, the buildings do not need to be removed immediately for construction and may remain in place for a considerable period. Whenever possible, the Department will lease properties that are in good condition, and not immediately needed for highway or turnpike projects. The properties are often leased to provide for residential or commercial activities within the project area. In addition, leasing these properties allows the property to remain on municipal tax rolls. The Department also purchases properties, portions of which may be made available as short-term land leases, to abutters without interfering with the State's long-term needs. The Department currently manages 9 residential properties, 1 Commercial property, 5 properties with short-term land leases, and 33 Department owned and occupied properties.

To properly manage the properties, it is necessary to obtain the services of a property management company to be responsible for the management and maintenance. Region 1 has been delineated, to distribute and assign the properties and associated responsibilities, to ensure efficient and effective management. Region 1 is associated with properties acquired for State Highway projects.

This contract will primarily be self-funded from monthly rental income generated by the properties being managed. Occasionally the contract will be funded from a highway or turnpike project associated with a specific project through the Department of Transportation. The \$75,000.00 requested will be used to establish the

maintenance and management account for Region 1. Rental income is deposited into, and maintenance expenses are paid from, the established operating expense account. At the end of each month, any balance over the initial \$75,000 is returned to the Department and deposited back into the Highway fund. Separate property tax, security deposit, and escrow, accounts are also established and funded by rental income.

This is the 7th contract of this type that the Department of Transportation has processed and bid. The operating funds of \$75,000 for Region 1, required to establish the maintenance and management accounts, will be accumulated from rental income generated by the properties being managed for the proposed contract.

The contract also includes a provision for an annual independent audit of all accounting records and procedures. The required audit is completed each fiscal year and is due to the Department on or before August 31st.

In accordance with the Department of Transportation's approved selection procedure, advertisements were placed in the Manchester Union Leader Newspaper, and posted on the Department's website for a statewide solicitation from property management firms interested in providing the outlined services to the Department. Inquiries were received from three (3) property management firms throughout the State. In accordance with the Department's approved selection procedure, the Pre-Qualification Committee reviewed the information submitted from only two (2) firms.

The two (2) firms were pre-qualified to submit bids for Region 1. On May 5, 2022, bids were opened, and both pre-qualified firms submitted bids. The bids were based on a monthly management fee that is a percentage of the rent collected, a monthly fee to manage the Department Owned and Occupied properties, and hourly Maintenance fees. The table below illustrates the bids received, as indicated Blur Door Living, LLC was the low bidder. However, Blue Door Living, LLC withdrew their bid, and Innovision Realty Group, LLC is now the only company with a bid.

Region 1 – Highway Property as Assigned

Blue Door Living, LLC., Manchester NH (withdrawn bid)

Task A	% Of monthly rent collected	8%
Task B	Monthly fee for management of assigned Department owned/occupied properties	\$70.00
Task C-I	Hourly Maintenance fee/Lead Personnel	\$45.00
Task C-II	Hourly Maintenance fee/Assistant Personnel	\$45.00
	Grand Total	\$6,410.00

Innovision Realty Group, LLC, Manchester, NH

Task A	% Of monthly rent collected	15%
Task B	Monthly fee for management of assigned Department owned/occupied properties	\$150.00
Task C-l	Hourly Maintenance fee/Lead Personnel	\$85.00
Task C-II	Hourly Maintenance fee/Assistant Personnel	\$45.00
	Grand Total	\$10,325.00

The Contract was approved by the Attorney General's office as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's Office, and the Department of Administrative Services. After Governor and Council approval, the contract will be on file at the Department of Transportation.

Authorization is requested to enter into this Property Management contract with Innovision Realty Group, LLC of Manchester NH, to oversee and manage department-owned properties in Region 1, which have been acquired for Department of Transportation Improvement projects, for the period of July 1, 2022 through June 30, 2026.

Respectfully, Lotor F.

Victoria F. Sheehan Commissioner

VFS/LMD Attachments ł,

FORM NUMBER P-37 (version 12/11/2019)

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		1.2 State Agency Address			
7		PO Box 483 7 Hazen Drive Concord, NH 03302-0483			
1.3 Contractor Name		1.4 Contractor Address			
Innovision Realty Group, LLC.		470 Mast Road. Goffetown, NH 03045			
1.5 Contractor Phone Number.	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation		
(603) 668-7369	See Exhibit	June 30, 2026	\$495,600.00		
1.9 Contracting Officer for State	Agency	1.10 State Agency Telephone Number			
Victoria Shochan		(603) 271-3222			
1.11 Contractor Signature	···· , <u></u> ·····	1.12 Name and Title of Contrac	tor Signatury		
1 lichuele 2	- Date: 5/19/2022	Michello Demerjain Manager			
	- SIT SIT SIT DEC	Albingts	·		
1.13 State Agency Signature	· · · · · · · · · · · · · · · · · · ·	1.14 Name and Title of State A	gency Signatury		
1. 1. 0.	Date: daalana	Peter Stamnas Director of Project Development	۰ ۱		
1+me	siajaac		• 		
1.15 Approval by the N.H. Dep	ertment of Administration, Divisio	on of Personnel (If applicable)			
By:		Director, On:			
1.16 Approval by the Attorney	General (Form, Substance and Exe	ocution) (I applicable)			
By Fundy C. yan		On: 5/31/2022			
1.17 Approval by the Governor	and Executive Council (Vapplice	zble)			
G&C item number:		G&C Meeting Date:			

Contractor Initials 2026 Date

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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 rk or sale of goods, or both, identified and more particularly escribed in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the htrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all penses, of whatever nature incurred by the Contractor in the

performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price. 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

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

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

the attached EXHIBIT B. In addition, at the State's

discretion, the Contractor shall, within 15 days of notice of carly termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise

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out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor

ung under this paragraph 13. Notwithstanding the foregoing,thing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of

Jurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

formance of the Services under this Agreement.

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties bereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Contractor Initials Uld Date 5/19/2022

EXHIBIT A SPECIAL PROVISIONS FORM P-37 (VERSION 12/11/2019)

Amend Section 14.1.1 to read:

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Comprehensive General Liability Insurance against all claims of bodily injury, death, or property damage, in amounts of not less than \$250,00.00 per claim and \$2,000,000.00 per aggregate.

<u>Add</u> 14.1.3

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Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and not owned, in the amount of not less than \$2,000,000.00 dollars combined single limit for bodily injury and property damage.

<u>Add</u> 14.1.4

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A fidelity bond/Crime policy which protects the funds collected on behalf of the Department naming the State of New Hampshire as a loss payee with a minimum amount of \$400,000.00 dollars from a company authorized to act as a corporate surety in the State of New Hampshire to assure that the contractor will:

- a. Receive, hold, account, and disburse security deposit monies from tenants of real estate in accordance with New Hampshire law.
- b. Receive, hold, account, and disburse rent monies from tenants of real estate in accordance with New Hampshire law and the terms of this contract.

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c. Receive, hold, account, and disburse State funds used for the repair and/or refurbishment of rental real estate in accordance with this contract and in satisfaction and discharge of all statutory mechanics and materialman's liens.

Contractor Initials

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REGION 1 EXHIBIT B - SCOPE OF WORK

The Contractor shall perform the following services in accordance with all applicable Federal, State, and Municipal laws and regulations:

 Perform day-to-day management and oversight for the assigned Rental Properties, Closed Properties, and Department of Transportation Owned/Occupied Properties in Region 1: Highway Property (Includes all assigned State Highway associated property throughout the State of New Hampshire, in such a manner as will protect the Department of Transportation's (Department) investment. Management includes maintenance, rent collection, payments, document and rent tracking, and reporting functions. Records must contain sufficient detail to provide accurate escrow activity accounting, and the Generally Accepted Accounting Practices (GAAP), shall be strictly followed.

- 1a. Rental Property shall refer to all assigned properties that are available and suitable for lease.
- 1b. Closed Property shall refer to all assigned properties that are not intended, or not suitable for lease, but may require management and maintenance services.
- 1c. Department of Transportation Owned/Occupied Property shall refer to all assigned properties that are owned and occupied by the Department, their Agents, other State Agencies, and or tenants assigned solely by the Department, and may require management and maintenance services.
- 2. Enforce the terms of the Department-approved leases on all assigned Rental Property, in consultation with the Department and the Attorney General's Office and in accordance with the New Hampshire statutes that govern tenant and landlord affairs.
- Collect, or cause to be collected, all monthly rental charges and any other charges or fees owed by each tenant occupying assigned Rental Property, as outlined in ATTACHMENT I, EVICTION AND COLLECTION PROCEDURES (page 12-13).
- 4. Collect, deposit, and maintain accounting for the security deposit of each tenant occupying an assigned Rental Property. The provisions of RSA 540-A, Prohibited Practices and Security Deposits, shall be strictly followed, as outlined in RSA 540-A:6. See EXHIBIT B-I, FINANCIAL REQUIREMENTS (CONTRACTOR), Item 11.
- 5. Keep a running inventory of all department-owned appliances, fixtures, and equipment located in each assigned Rental Property or elsewhere, including make, model, and serial numbers. The inventory shall also list the property location in which the appliance is placed, and where the equipment is located or stored, and such inventory list shall be submitted to the Department in an annual report at the end of each state fiscal year (June 30th).

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6. Obtain approval from the Department for all repairs and alterations involving an expenditure of more than \$500.00, except for emergency repairs necessary for the preservation or safety of the tenants or the safety of the premises. The contractor shall notify the Department within 24 hours of all repairs taken on an emergency basis. Proof of price-shopping comparison in the form of at least two estimates shall be obtained and sent to the Department for any non-emergency repairs. The Department will select the Contractor and provide authorization for the repair. Upon Authorization, the Contractor shall submit insurance verification for sub-contractors per-P-37 General Provisions, #14 INSURANCE.

7. Identify tenants of assigned Rental Property in violation of any of the terms/conditions of the lease and provide support services to the Department, including but not limited to providing testimony in court should eviction proceedings become necessary. Notification to the Department of the tenant(s) in violation, of any of the terms/conditions of the lease agreement, shall be provided within three (3) business days of discovering a lease agreement term/condition has been violated, such that eviction proceedings can occur. In the event of non-payment of rent by a tenant or violation of terms or conditions of the lease agreement, the Contractor shall be responsible for notifying the Department as outlined in ATTACHMENT I, EVICTION AND COLLECTION PROCEDURES (page 12-13).

8. Respond to tenant complaints promptly. In all cases, this means that the Contractor shall endeavor to respond to all emergency calls immediately, but in no case longer than two (2) hours from receipt of the call and shall provide a verbal or written response to all regular maintenance calls within one business day of receipt of the call.

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9.

Perform an initial inspection of each additional assigned Rental Property within five (5) business days (unless otherwise directed) of assignment and submit a written report of all repairs or improvements, including estimates for the costs of these repairs, which must be made before the property being occupied by a tenant. Upon approval by the Department of the list and estimate of the proposed repairs, said work shall be performed as soon as reasonably possible and rental of the property pursued by this Agreement. The cost of the repairs or improvements will be at the Department's expense and shall be charged against the operating expense account funded by the Department from rental income and utilized by the Contractor for the performance of required scryices. See EXHIBIT D, SCOPE OF WORK, Item 17.

Contractor Initials Ś

- 10. Perform an inspection of the interior and exterior of each assigned Rental Property on a semiannual basis (twice yearly). The inspections shall be performed 6-months after the lease term starts, and before the renewal of the tenant's yearly lease. After the inspections, the Contractor shall submit a written report to the Department, of all necessary repairs or improvements, including estimates for the costs of these repairs within fifteen (15) business days. Upon approval by the Department of the list and estimate of the proposed repairs, said work shall be performed as soon as reasonably possible. The cost of the repairs or improvements will be at the Department's expense and shall be charged against the operating expense account, funded by the Department from rental income, and utilized by the Contractor for the performance of required services. See EXHIBIT B, SCOPE OF WORK, Item 17.
- 11. Notify the Department of each vacancy within two (2) business days. Inspect each vacant property and determine the extent of necessary repairs. Provide to the Department a written report of the necessary repairs and estimates for the cost of these repairs within (30) calendar days. Upon approval by the Department of the necessary repairs and estimate(s) of the proposed repairs, said work shall be performed as soon as reasonably possible. The cost of the repairs will be at the Department's expense and shall be charged against the operating expense account, funded by the Department from rental income, and utilized by the Contractor for the performance of required services. See EXHIBIT B, SCOPE OF WORK, Item 17.
- 12. Provide to the Department monthly statements for Region 1 and each assigned Department Owned/Occupied property. The statements will outline, every financial transaction, all collected rents and rent rolls, security deposit balances, escrow amounts, maintenance costs, utility charges, condo fees, and complete management expenses (contract prices) paid to the Contractor as outlined in EXHIBIT C, PAYMENT TERMS. The statements shall be received by the Department on or before the 15th of the following month. The statements will group all properties by the Department's Project name and number, property address, and the name(s) of the tenants, with rental amounts due.
- 13. Establish a separate Operating Expense account, Escrow account, and Security Deposit account for Region 1. All funds, including monies deposited into these accounts, and all earned interest, shall remain the property of the Department and shall immediately be returned to the Department upon dissolution or termination of the Contract Agreement.
 - Region 1 Operating Expenses account will have a \$75,000.00 maximum balance.

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All monies remaining in the Operating Expense accounts more than the maximum funds after all payments and reconciliations for the month have been made, shall be returned to the Department by the 15th of the following month.

Funds for property tax, insurance, and annual audit expenses shall be escrowed. Each month a portion of the rent from each Rental Property shall be deposited into the escrow account to pay these anticipated expenses.

Accounting for each assigned Department Owned/Occupied property shall remain separate from these regions.

- 14 Cooperate fully with the State and the Department's accountants and auditors. All records concerning Department properties shall be open for Department inspection at any time whether announced or otherwise. The Contractor shall retain all Department-related records/data for a minimum of four (4) years after the dissolution or termination of the Agreement.
- 15. Purchase and maintain an insurance policy listing the Contractor, and the Department listed as "additionally insured", to protect each assigned Rental Property, Closed Property, and Department Owned/Occupied Property as requested. The contractor shall provide to the Department a certificate of insurance demonstrating that the required coverage has been obtained. The cost of the insurance will be at the Department's expense and shall be charged against the escrow account funded by the Department from rental income and utilized by the Contractor for the performance of required services. See EXHIBIT B, SCOPE OF WORK, Item 13.

The Contractor shall provide Comprehensive General Liability coverage: \$1,000,000 per occurrence and \$3,000,000 aggregate with a \$1,000,000 umbrella policy for each assigned Rental and Closed Property.

16. Provide to the Department copies of the liability insurance certificates covering the term of the lease for each residential tenant at the time each lease is executed or renewed. The Contractor shall provide updated certificates for any tenant whose policy expires during the term of their tenancy. The Contractor shall provide to the Department all documentation required for commercial leases including but not limited to, Certificate of Vote, Certificate of Good Standing, liability insurance certificates, and evidence of the authority of the lessee to legally bind the lease.

Contractor Initials

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17. Maintenance activities to be provided by the Contractor for the Department's Rental and Closed Properties, shall include, but not be limited to, the following:

- (a) All plumbing, electrical, carpentry, etc. work as necessary for the preservation or safety of the premises, or the safety of the tenants.
- (b) All work necessary to ensure that any Closed Property is secure and safe. Winterize properties as necessary ensuring that all operating systems and utilities affected by weather or temperature are properly decommissioned, and open or resecure any property as directed by the Department.
- (c) All normal grounds maintenance activities as directed by the Department, such as mowing of established lawn areas, trash removal, snow plowing, snow removal, sanding, etc. Ensure quality work at the lowest cost to the Department for performing the ground maintenance tasks by hiring local contractors when possible.
- (d) Provide personnel to be on call twenty-four (24) hours per day as a point of contact to receive emergency notifications and to coordinate emergency response efforts and repairs.

The Contractor may charge the Department for routine maintenance activities associated with the Rental and Closed Properties at the contracted hourly rate under Task C. GENERAL. MAINTENANCE, AS ASSIGNED. Expenses will be charged against the operating expense account funded by the Department from rental income. See EXHIBIT B, SCOPE OF WORK, Item 13.

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Contractor Initials Unld Date 9/9/2020

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- 18. Maintenance activities for the Department's Owned/Occupied Properties shall include, but not be limited to, the following:
 - (a) Pay utility bills, including but not limited to electric, heat (oil/gas), alarm/security, and dumpster service. Payment of taxes is not required on Department Owned/Occupied Property.
 - (b) Be the point of contact and coordinate repairs including but not limited to plumbing, septic systems, heating, electrical, and carpentry problems as they occur. The Contractor must receive prior approval for repairs greater than \$500. At least 2 independent estimates are required for repairs greater than \$500. The Department will select the Contractor and provide authorization for the repair. Upon Authorization, the Contractor shall submit insurance verification for subcontractors per-P-37 General Provisions, #14 INSURANCE.
 - (c) Provide adequate personnel to be on call twenty-four (24) hours per day as a point of contact to receive emergency notifications and to coordinate emergency response efforts and repairs.
 - (d) Be the point of contact and coordinate work including but not limited to fencing, roofing, and other work deemed necessary by the Department as it occurs on Department Owned and Occupied Property when assigned.
- 19. The Contractor shall invoice the Department monthly for reimbursement for each assigned property. Unless otherwise directed, the Contractor shall be responsible for paying all the costs associated with the assigned Department Owned/Occupied Property.

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20. Any actions or inactions by the Contractor resulting in damage to the Department's property shall be reported to the Department immediately, and repair of reported damages will be the responsibility of the Contractor, and at the Contractor's expense.

Contractor Initials 7

EXHIBIT B-I - SCOPE OF WORK FINANCIAL REQUIREMENTS (CONTRACTOR)

- 1. An accurate Cash Disbursement Journal shall be maintained.
- 2. An accurate Cash Receipt Journal shall be maintained.
- 3. An accurate Payroll Register shall be maintained.
- 4. All funds received shall be deposited no later than the next business day.
- 5: Expense receipts, vendor invoices, mileage logs, and canceled payment documentation shall be maintained to document and report to the Department all expenses paid by the Contractor. Credit card receipts are not considered allowable receipts.
- 6. Bank deposit slips shall be kept supporting all bank deposits.
- 7. Bank statement reconciliation shall be performed every month. The Department shall be notified immediately of any errors or inconsistencies discovered during reconciliation.
- 8. The Contractor shall maintain a written record of repairs performed on each assigned property. This record shall be provided to the Department with each monthly statement.
- 9. A minimum of two employees of the Contractor should be authorized to sign checks.
- 10. The Contractor is required to have two signatures on checks exceeding \$5,000.00. One signature shall be from the Contractor and one signature shall be from one of the following Department personnel: Chief of Property Management, Bureau of Right-of-Way Assistant Administrator, or Bureau of Right-of-Way Administrator.
- 11. Upon the vacancy of a Rental property by a tenant, the Contractor shall apply security deposit funds to damages first and then to any unpaid rent by that tenant, as outlined in RSA 540-A:7, Return of Security Deposit.
- All lease agreements used by the Contractor shall be provided by and/or approved by the Department.
- 13. All checking accounts shall be in a bank licensed to do business, operating in the State of New Hampshire, and utilizing the New Hampshire State TIN/EIN.
- 14. The Contractor shall perform and provide credit and criminal background checks on all prospective tenants before executing a lease, and with the concurrence of the Department, the Contractor shall approve or reject all prospective tenants accordingly. The Contractor's outlined procedures shall be provided to the Department upon request.

Contractor Initials Unle Date 5/19/2022

EXHIBIT B-1 - SCOPE OF WORK (CONTINUED) FINANCIAL REQUIREMENTS (CONTRACTOR)

- 15. The Contractor shall follow the Department's Eviction and Collection Procedures (ATTACHMENT I) formal written policy and outlined procedures for collecting unpaid rent.
- 16. The Contractor shall pay all invoices promptly to maximize cash discounts offered by vendors. The Contractor shall also pay taxes, and refund security deposits within 30 days per RSA 540-A:7. Late charges and delinquent fees due to Contractor negligence, shall be paid by the Contractor.
- 17. The Contractor shall have a formal written policy or outlined procedures for managing funds escrowed for property taxes, property insurance, and the annual audit by EXHIBIT B, Item 13. Management includes collection, payment, tracking, and reporting functions. Records must contain sufficient detail to provide accurate escrow activity accounting for each managed property. The Contractor's outlined procedures shall be provided to the Department upon execution of this Agreement.
- 18. On or before August 31st following each State fiscal year (July 1 June 30), the Contractor shall deliver to the Department at the address outlined in block 1.2 of the general provisions of this document, a certified independent audit of the funds received by the Contractor under this Agreement. The audit shall also contain a certified independent report detailing the performance of certain agreed-upon procedures regarding the selective testing of funds disbursed by the Contractor pursuant to this Agreement. The certified independent accountant shall be selected by the Department. The cost of the audit and the report will be at the Department's expense and shall be charged against the operating expense account funded by the Department from rental income and utilized by the Contractor for the performance of required services. See EXHIBIT B, Item 13.

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REGION1

nitofialliassigned Highway, Rentall Property shall be

Management Fee of fifteen percent 15.00% of the collected monthly grossifental receipts will take effect after the 2rd month of the lease term. The amount due and payable to the Contractor shall be determined and payment made at the time the , reconciliation of each monthly statement (as described in EXHIBIT B) Item 12) is performed

A Rinder's Fee of one (1) month's rent for each qualified new tenant leasing vacant property found by the Contractor and acceptable to the Department. No fee shall be paid to or collected by the Contractor for any tenant found by the Department.

General Maintenance: As Assigned shall be paid at the bourly rate of (eighty-five

dollars) \$25.00 hour for lead maintenance personnel, and a rate off (forty-five dollars) \$45.00/hour for assistantimaintenance personnel: Paymentisliall be made at the time the reconciliation of each monthly statement (as described in EXHIBIT B, Item 12) is performed.

e Management Fee, the Finder's Fee, and the General Maintenance (ce reported to the

Department shall be billed by the terms of this Agreement. If a tenant vacates the property before the end of the first year of tenancy; the Contractor shall reimburse the prorated. portion of the Finder's Fee to the Department. The provation reimbursement shall be calculated by multiplying the monthly reat by 12, then dividing that number by 365, and multiplying that number by the number of days the tenant failed to occupy the property during the calendar year from the start of their tenancy. Example: \$1,000 (rent/month) /.365 = \$2174 (leasing fee per day) * 182 (days unoccupied) = \$500 (reimbursement)

ElPrice for management of all assigned Department of Dransportation

Owned/Occupied Broperty shall be

the management of the Department owned/occupied property ed fifty dollars) \$150.00 monthly, for each property that remains

full/calendar month!

nce with the terms of this Agreement

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STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION Bureau of Right-of-Way PO Box 483, 7 Hazen Drive, Concord NH 03302-0483

Statewide Property Management Service Agreement, 43905 (2022-2026) REGION 1 BID FORM

Name/Company: [Innovision Reality Group, LLC

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Date: 5/3/2022

Assignment Bid Summary Amount

TASK	DESCRIPTION	TOTAL
TASK A	MANAGEMENT OF RENTAL PROPERTY	\$1,875.00
TASK B	MANAGEMENT OF DEPARTMENT OWNED/OCCUPIED PROPERTY	\$1,950.00
TASK C	GENERAL MAINTENANCE	\$6,500.00
TOTAL A	SSIGNMENT AMOUNT (BID)	\$10,326,00

Task	Percent of Rent Collected in Wards.	Percent of Rent Collected in Figures (%)	Estimated Number of Rental Properties	Total				
A.,	MANAGEMENT OF RENTAL PROPERTY (Exhibit A, Section 1s)							
	Fifteen Percent 15.00% 13 \$12,500:00 \$1,875.00							

Task	Monthly Fee In Words (Dollars)	Monthly Foe'in'	Estimated Number of	Total					
В.	MANAGEMENT OF DEP	MANAGEMENT OF DEPARTMENT-OWNED/OCCUPIED PROPERTY (Exhibit A, Section 1c)							
	One Hundred Fifty Dollars	\$150.00	13	\$1,850.00					

Task	Labor Classifications	Hours	Contract Hourly Rate in Words (\$/ hr)	Contract Hoursl Rate in Figures (\$/hr)	Total		
Ċ.	GENERAL MAINTENANCE, AS ASSIGNED (Exhibit A, Section 17)						
	Maintenance Personnel	Intenance Personnet 50 Eighty-Five Dollars		\$85.00	\$4,250.00		
	Assitant Maintenance Personnel	50	Forty-Five Dollars	\$45.00	\$2,250.00		
	· · · ·			Task C Total:	\$6,500.00		

ATTACHMENT I EVICTION AND COLLECTION PROCEDURES (CONTRACTOR)

These procedures address the collection of rent or other charges and the eviction process which may be applicable for other issues. Once an eviction has been filed with the court, the eviction is expected to proceed to the normal conclusion of the tenant vacating the premises, although these procedures do not prohibit a different outcome.

These procedures are applicable unless directed otherwise by the Department's Bureau of Right-of-Way (ROW) Bureau Administrator with the advice of counsel. Circumstances may exist making the completion of an eviction unadvisable. The courts may direct, or counsel may prefer different outcomes. Court orders contrary to these procedures shall be honored or appealed.

PROCEDURES FOR EVICTION PROCESS:

1st of the month – Rent is due

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5th of the month (by 12:00 pm - noon)- End of grace period

 6^{th} of the month – ROW shall coordinate the delivery of the Demand for Rent and Eviction Notice conforming to the statute. An original signed copy of service will be sent to the Attorney General's Office, Transportation & Construction Bureau, 33 Capitol Street, Concord, NH 03301 with a copy to ROW and the Contractor.

The Contractor shall notify ROW if an eviction has not been cured by the due date specified by the Demand for Rent.

ROW will advise the Attorney General's Office to proceed with eviction. ROW will monitor the progress of eviction to avoid preventable delays in the process. The Attorney General's Office will file the eviction with the appropriate court and copy ROW.

The Contractor shall be available to produce documents, for hearing preparation, and attendance at hearings to provide testimony, as determined necessary by the Attorney General's Office.

Upon recovery of the property from the tenant(s), the Contractor shall change the locks and perform a walk-through inspection of the unit and inform ROW of their observations and actions.

Within 30 days of unit surrender by the tenant, the Contractor should provide a written report of the necessary repairs and estimates for the cost of these repairs.

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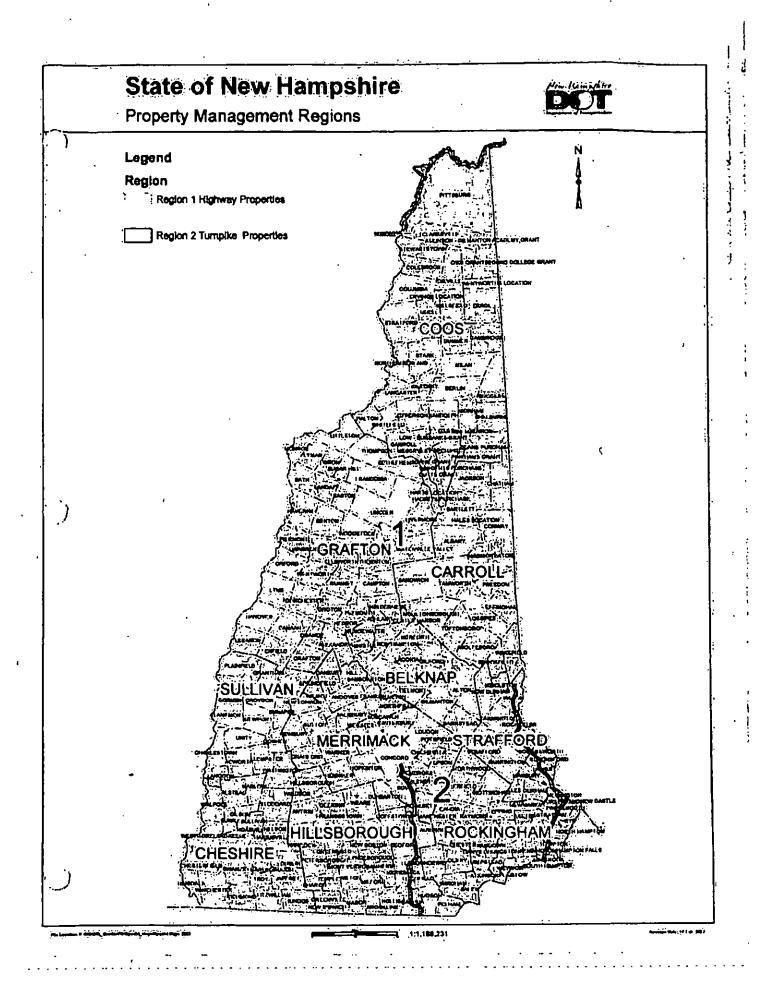
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ATTACHMENT I EVICTION AND COLLECTION PROCEDURES (CONTINUED)

Within 30 days of unit surrender by the tenant, the Contractor shall prepare and submit a final iternized invoice, showing all outstanding charges and credits. ROW shall prepare a memo for each tenant, to transfer the account to the Division of Finance for further invoicing and collection. Transfer of the account occurs when the invoice and copies have been sent to the:

- a. Tenant at the last known address, with notice that their account has been turned over to the Division of Finance. [original]
- b. Contractor with authorization to write off the indebtedness from their accounting. [copy]
- c. Division of Finance for collection with sufficient documentation to support each charge it contains. [copy]

Contractor Initials





May 19, 2022

State of New Hampshire Department of Transportation 7 Hazen Drive PO Box 483 Concord, NH 03301

Re: COMPANY AUTHORIZED SIGNATORIES INNOVISION REALTY GROUP, LLC

To Whom it May Concern;

Please be advised that Innovision Realty Group, LLC is comprised of a total of Two (2) members, Thomas Morgan (managing member) and Michelle Demirjian. The company was formed in 2009 and is in good standing with The State of New Hampshire.

Both members are authorized to execute contracts on behalf of Innovision Realty Group, LLC.

If you require any additional information, please contact us. Thank you.

Sincerely,

5/19/2022 iomas Morhan Date

5/19/2022 Michelle Demiriian / Date

470 Mast Road Goffstown, NH 03045

(603) 668-7369

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State of New Hampshire Department of State

CERTIFICATE ·

L David M. Scanlan. Secretary of State of the State of New Hampshire, do hereby certify that INNOVISION REALTY GROUP, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 15, 2009. 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: 612261 Certificate Number: 0005781451

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IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 23rd day of May A.D. 2022.

David M. Scanlan Secretary of State

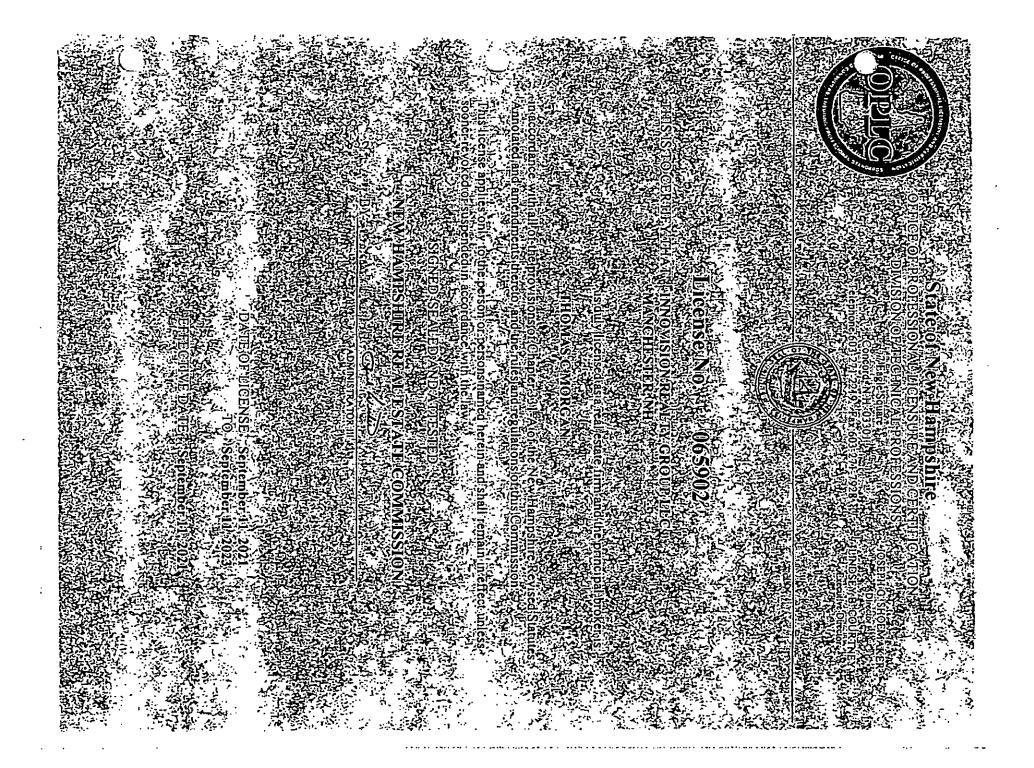
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State of New Hampshile OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION DIVISION OF TECHNICAL PROFESSIONS 7 Eagle Square JOSEPH Concord, N.H. 05301 Telephone 603:271-2219 Fax 603-271-7928 LINDSE

JOSEPH G. SHOEMAKER Director

Executive Director

License No. 043336

HIS IS TO CERTIFY THAT ... THOMAS C MORGAN NEW BOSTON, NH

is duly licensed as a real estate Principal Broker

In accordance with all of the provisions of Chapter 331-A of the New Hampshire Revised Statutes Annotated and amendments thereto, and the rules and regulations of this Commission.

This license applies only to the person or persons named herein and shall remain in effect unless sooner revoked or suspended in accordance with the law.

SIGNED, SEALED AND ATTESTED

NEW HAMPSHIRE REAL ESTATE COMMISSION

MINISTRATOR

DATE OF LICENSE:

Dccember 18, 2020

December 18, 2022

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EFFECTIVE DATE:

December, 18, 2020