



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
November 2, 2018

REQUESTED ACTION

Authorize the Department of Transportation to amend the contracts issued to Innovision Realty Group, LLC of Goffstown, NH, Vendor # 259028, to combine and transfer funds through rents collected to the operational budgets for the maintenance and management of State owned properties within Regions 1 and Region 2, per the contracts approved by the Governor and Executive Council on June 20, 2018, effective upon Governor and Council approval.

This amendment combines the total monthly balance allowed for Regions 1 and Region 2 to a maximum of \$75,000.00 but it does not change the percentages billed for management fees within each region.

EXPLANATION

The purpose of this contract amendment is to authorize the combination and transfer of operational highway funds between Region 1 (Carroll, Coos, and Grafton Counties) and Region 2 (Belknap, Cheshire, Hillsborough, Merrimack, Rockingham, Strafford, and Sullivan Counties). Combining these two areas under one contract will enable the Contractor to utilize one uniform reporting method. This change will allow a more efficient way of tracking work and payments and expedite the Department's turnaround time. Combining the operational funds for Region 1 and Region 2 will avoid increased deferred maintenance costs and authorize proactive management to protect the State's investments.

The original contract authorized \$125,000.00 to establish the maintenance and management accounts of \$25,000.00 for Region 1 and \$50,000.00 each for Regions 2 and 3. This amendment will modify this formula by combining the maintenance and management accounts for Region 1 and Region 2 to \$75,000.00. Region 3 will remain the same.

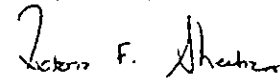
Rental income is deposited into, and maintenance expenses are paid from the established operating expense accounts. At the end of each month any balance over the initial \$75,000.00 and \$50,000.00 amounts in each designated account is returned to the Department and deposited back into the Highway fund and/or Turnpike fund. Separate property tax and security deposit accounts are also established and funded by rental income.

This contract amendment 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.

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. Subsequent to Governor and Council approval, the contract will be on file at the Department of Transportation.

Authorization is requested to amend the contract issued to Innovision Realty Group, LLC of Goffstown, NH, Vendor # 259028, to combine the maintenance and management of properties including operational budgets within Regions 1 and Region 2, effective upon approval by the Governor and Executive Council through June 30, 2022. All the other terms of the contract remain the same.

Respectfully,



Victoria F. Sheehan
Commissioner

VFS/LMW
Attachments

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUEARU OF RIGHT OF WAY
PROPERTY MANAGEMENT SECTION

CONTRACT AMENDMENT A

WHEREAS, the Governor and Executive Council approved an agreement between the New Hampshire Department of Transportation (NHDOT) and Innovision Realty Group LLC on June 20, 2018, item #60B for the period between July 1, 2018 through June 30, 2022, to manage properties throughout the State;

WHEREAS, the Vendor #259028, Innovision Realty Group LLC and the NHDOT have agreed to amend the Agreement to combine the operational budgets for the maintenance and management of State owned properties within Region 1 (Carroll, Coos, and Grafton Counties) and Region 2 (Belknap, Cheshire, Hillsborough, Merrimack, Rockingham, Strafford, and Sullivan Counties).

WHEREAS, the aforementioned Agreement will be amended to authorize the NHDOT to transfer funds through rents collected by Innovision Realty Group LLC to fund the checking accounts used in the maintenance and management of properties located within Region 1 and Region 2.

WHEREAS, the aforementioned Agreement will be amended to combine the total monthly balance allowed for Region 1 and Region 2 to a maximum of \$75,000.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do agree as follows:

Contract Agreement-Exhibit A-Scope of Work, Section 14 is hereby amended as follows:

Establish Operating Expense Accounts, Escrow Accounts, and a Security Deposit account for each region indicated. The highway fund accounts for Region 1 and Region 2 must remain separate from the Region 3 account which includes Turnpike funds. 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 Agreement.

- **Region 1 and Region 2** Operating Expense accounts will have a \$75,000 maximum balance.
- **Region 3** Operating Expense account will have a \$50,000 maximum balance.

All monies remaining in the Operating Expense accounts in excess of 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 for the purpose of paying these anticipated expenses.

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

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and Executive Council.

Initial and Date All Pages

Vendor Initials TM

Date: 11/8/18

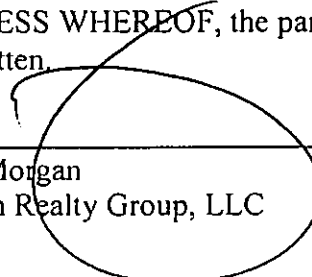
Contract Amendment A

Page 2 of 3

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUEARU OF RIGHT OF WAY
PROPERTY MANAGEMENT SECTION

CONTRACT AMENDMENT A

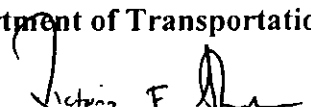
IN WITNESS WHEREOF, the parties hereto set their hands as of the day and year first above written.



Thomas Morgan
Innovision Realty Group, LLC

Date: 11/8/18

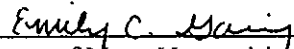
Department of Transportation



Victoria F. Sheehan, Commissioner
State of New Hampshire Department of Transportation

Date: 11/15/18

Approved by the Attorney General (Form, Substance and Execution)



State of New Hampshire, Department of Justice

Date: 11/21/18

Approved by the NH Governor and Council

Date: _____

Initial and Date All Pages

Vendor Initials TM Date: 11/21/18

Contract Amendment A

Page 3 of 3

INNOVISION REALTY GROUP, LLC

November 8, 2018

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

Re: COMPANY AUTHORIZED SIGNATORIES – INNOVISION REALTY
GROUP, LLC

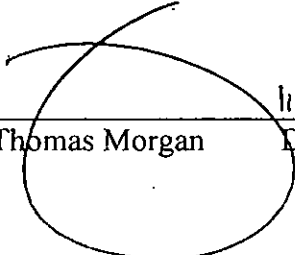
To Whom it May Concern;

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.

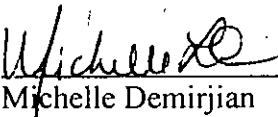
Both members are authorized to execute contracts on behalf of Innovision Realty Group, LLC from January 1, 2018 through December 31st 2018.

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

Sincerely,



Thomas Morgan 11/8/18
Date



Michelle Demirjian 11/8/18
Date

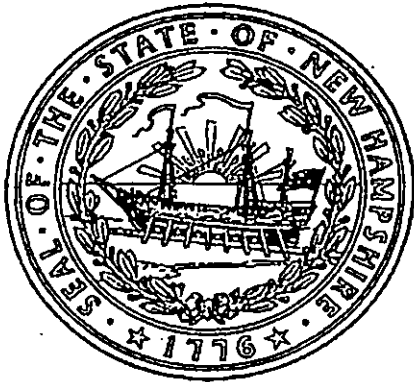
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0004094145



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C # 608
Date 6-20-18



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
May 21, 2018

REQUESTED ACTION

1. Authorize the Department of Transportation to enter into a contract with Innovision Realty Group, LLC of Goffstown, NH, Vendor #259028, in the amount of \$478,776.32 for the management of properties throughout the State, upon Governor and Council approval for the period of July 1, 2018, through June 30, 2022.
2. Further authorize the Department of Transportation to provide funds through rents collected to Innovision Realty Group in the amount of \$125,000.00 to fund the maintenance and management checking accounts used in the management of properties located in Regions 1, 2, and 3, upon Governor and Council approval for the period of four years, starting July 1, 2018, through June 30, 2022.

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 when there are properties that need management and maintenance as part of ongoing highway and turnpike projects or other funding sources. This funding would be provided through the appropriate funding source for the project by the Department of Transportation. Funding for the State owned rest areas will be provided by the Department of Transportation through the Department of Business and Economic Affairs.

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 of time. 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 110 residential and commercial properties, 14 properties with short-term land leases and 11 Department owned and occupied properties which include 9 rest areas.

In order 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. Three separate regions of the state have been delineated to distribute and assign the properties and associated responsibilities to ensure efficient and effective management. Region 1 and 2 are associated with properties acquired for State Highway projects and Region 3 is associated with properties acquired with State Turnpike funds for the Circumferential Highway project. This contract is for Regions 1, 2, and 3.

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 funding associated with a specific project through the Department of Transportation. The \$125,000.00 requested will be used to establish the maintenance and management account of \$25,000.00 for Region 1 and \$50,000.00 each for Regions 2 and 3. Rental income is deposited into, and maintenance expenses are paid from the established operating expense accounts. At the end of each month any balance over the initial \$25,000.00 and \$50,000.00 amounts in each designated region is returned to the Department and deposited back into the Highway fund and/or Turnpike fund. Separate property tax and security deposit accounts are also established and funded by rental income.

This is the 6th contract of this type the Department of Transportation has processed and bid. The combined operating funds of \$125,000.00 for Regions 1, 2, and 3 needed to establish the maintenance and management accounts will be accumulated from rental income generated by the properties being managed for the proposed contract.

This 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 ten (10) newspapers throughout the state for a statewide solicitation from property management firms interested in providing the outlined services to the Department. Inquiries were received from eight (8) property management firms throughout the State. Two firms submitted required information for pre-qualification. In accordance with the Department's approved selection procedure, the Pre-Qualification Committee reviewed the information submitted from the two (2) firms.

Two (2) firms were pre-qualified to submit bids for the three regions. On March 29, and April 19, 2018 bids were opened and both of the pre-qualified firms submitted bids. The bids were based on a monthly management fee that is a percentage of the rent collected and a monthly fee to manage the Department owned and occupied properties. The table below illustrates the bids received, as indicated Innovision Realty Group, LLC was the low bidder in all three regions.

<u>Region 1</u> - Carroll, Coos, and Grafton Counties	<u>A</u>	<u>B</u>	<u>C</u>
*Innovision Realty Group, LLC, Manchester, NH	6.25%	\$100.00	\$47,400.00
Great North Property Management, Inc. Exeter, NH	8.0%	\$100.00	\$55,536.00

<u>Region 2</u> – Belknap, Cheshire, Hillsborough, Merrimack, Rockingham, Strafford, and Sullivan Counties	<u>A</u>	<u>B</u>	<u>C</u>
*Innovision Realty Group, LLC, Manchester, NH	3.74%	\$100.00	\$40,894.08
Great North Property Management, Inc. Exeter, NH	5.6%	\$150.00	\$58,603.00

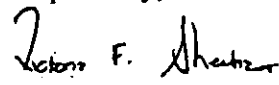
<u>Region 3</u> – Specific property in Hillsborough County, and in the towns of Hudson, Litchfield, and Merrimack	<u>A</u>	<u>B</u>	<u>C</u>
*Innovision Realty Group, LLC, Manchester, NH	3.5%	\$100.00	\$31,400.00
Great North Property Management, Inc. Exeter, NH	4.0%	\$50.00	\$32,000.00

Total Innovision Annual \$119,694.08
 Total Innovision Contract (4 years) \$478,776.32

*Indicates low bid Regions
A = % of collected monthly rent per assigned rental property
B = Monthly fee for management of assigned Department owned/occupied properties
C = Grand total of all bid items

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. Subsequent to Governor and Council approval, the contract will be on file at the Department of Transportation.

Authorization is requested to enter into these 3 Property Management contracts with Innovision Realty Group, LLC of Goffstown, NH to oversee and manage Department-owned properties in Regions 1, 2, and 3, which have been acquired for Department of Transportation Improvement projects, for the period of July 1, 2018, through June 30, 2022.

Respectfully,

 Victoria F. Sheehan
 Commissioner

VFS/LMD
 Attachments

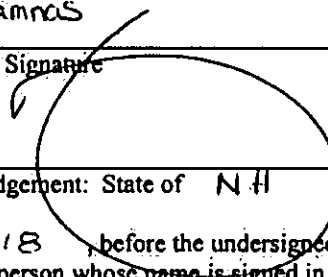
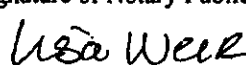


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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, New Hampshire, 03301	
1.3 Contractor Name Innovision Realty Group, LLC		1.4 Contractor Address 470 Mast Road, Goffstown, New Hampshire, 03045	
1.5 Contractor Phone Number (603) 668-7369	1.6 Account Number See Exhibit "B"	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$478,776.32
1.9 Contracting Officer for State Agency Peter E. Stannas		1.10 State Agency Telephone Number (603) 271-3222	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Thomas Morgan, Managing Partner Michelle Demirjian, Partner	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>5/8/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		LISA M. WEIR, Notary Public State of New Hampshire My Commission Expires April 5, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace LISA WEIR PROPERTY MANAGER			
1.14 State Agency Signature  Date: <u>6/11/2018</u>		1.15 Name and Title of State Agency Signatory Peter E. Stannas Director of Project Development	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Alvin B. Greenstein</u> On: <u>6/12/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: 			JUN 20 2018
<p>DEPUTY SECRETARY OF STATE</p>			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A - SCOPE OF WORK

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

1. Perform day-to-day management and oversight for the assigned Department-owned Rental properties, Closed properties and Department of Transportation Owned/Occupied properties in; Region 1 (Carroll, Coos, and Grafton Counties), Region 2 (Belknap, Cheshire, Hillsborough, Merrimack, Rockingham, Strafford, and Sullivan Counties) and Region 3 (Specific properties located in Hillsborough County, in the Towns of Hudson, Litchfield, and Merrimack), in such a manner as will protect the Department's investment. Management includes collection, payment, tracking, and reporting functions. Records must contain sufficient detail to provide accurate escrow activity accounting.
 - 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 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 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.
3. In a timely manner, collect, or cause to be collected, all monthly rental charges and any other charges or fees owed by each tenant occupying assigned Rental property.
4. Collect and maintain accounting for the security deposit of each tenant occupying an assigned Rental property. The provisions of RSA 540-A concerning "Prohibited Practices" and "Security Deposits" shall be strictly followed.
5. Keep a running inventory of all Department-owned appliances, fixtures and equipment located in each assigned Rental Property or elsewhere, to include make, model and serial numbers. The inventory shall also list the property in which the appliance is placed, where the equipment is located or stored, and submitted to the Department at the end of each fiscal year.
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 premises or for the safety of the tenants. 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 independent of the Contractor's own shall be obtained and sent to the Department for any non-emergency repairs. The Department will provide authorization for the repair by the awarded bidder.

Contractor Initials TM
Date 5/8/18

**EXHIBIT A - SCOPE OF WORK
(CONTINUED)**

7. Identify tenants of assigned Rental Property in violation of any of the terms 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 tenants in violation of any of the terms of the lease shall be provided within three (3) business days so that eviction proceedings can occur. In the event of non-payment of rent by a tenant or violation of terms, the Contractor shall be responsible for issuing Demand for Rent and/or Notice-to-Quit documents to the tenant and notifying the Department in conjunction with the Attorney General's office as outlined in Exhibit E
8. Respond to tenant complaints in a timely manner. In all cases this means that the Contractor shall endeavor to provide a response 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.
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 prior to 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 in accordance with 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 Contractor for the performance of required services. See Item 16 in Exhibit A.
10. Perform an inspection of the interior and exterior of each assigned Rental Property on at least a semiannual basis (twice yearly). Submit a written report of all necessary repairs or improvements, including estimates for the costs of these repairs and submit to the Department 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 Item 16 in Exhibit A.
11. Notify the Department upon 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 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 Item 16 in Exhibit A.

Contractor Initials TM
Date 5/5/18

**EXHIBIT A - SCOPE OF WORK
(CONTINUED)**

12. Inspect each assigned Closed Property, including a walk-through of any structures every two (2) weeks to ensure that the property is secure and does not present any unsafe or hazardous conditions. Any unsafe, hazardous, or unsecured conditions, which are identified, shall be immediately corrected and reimbursement for this work will be made in accordance with the terms of this Agreement. A log shall be kept for each closed property to record the date of each inspection, the inspector's name, results of the inspection, and any action taken. The inspection log shall be submitted to the Department on a quarterly basis.
13. Provide to the Department monthly statements, one statement for each region and each assigned Department Owned/Occupied property. The statements will outline, for each and every financial transaction, all collected rents, 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 B. 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.
14. Establish an Operating Expenses account, an Escrow account, and a Security Deposit account for each region indicated. Each account for each region must be separate from every other account. 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 Agreement.
 - **Region 1** Operating Expenses account will have a \$25,000.00 maximum balance.
 - **Region 2** Operating Expenses account will have a \$50,000.00 maximum balance.
 - **Region 3** Operating Expenses account will have a \$50,000.00 maximum balance.

All monies remaining in the Operating Expense accounts in excess of the maximum funds after all payments and reconciliations for the month has 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 for the purpose of paying these anticipated expenses.

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

Contractor Initials TM
Date 5/18/18

EXHIBIT A - SCOPE OF WORK
(CONTINUED)

15. 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
16. Purchase and maintain an insurance policy 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 Item 14 in Exhibit A.

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 Rented and Closed Property (as described in sections 1a and 1b).

17. Provide to the Department copies of the tenant's 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 authority of the lessee to legally bind the lease.
18. Maintenance activities to be provided by Contractor for the Department's **Rented 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 for the safety of the tenants.
 - (b) All work necessary to insure that any Closed Property is secure and safe. Winterize properties as necessary insuring that all operating systems and utilities affected by weather or temperature are properly decommissioned, and open or re-secure 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. Insure quality work at the lowest cost to the Department for performing the ground maintenance tasks.

Contractor Initials TM
Date 5/8/18

**EXHIBIT A - SCOPE OF WORK
(CONTINUED)**

- (d) Provide personnel to be on call twenty-four (24) hours per day as a point of contact to receive emergency notification and to coordinate emergency response efforts and repairs.

The cost of the maintenance activities for the Department's Rented and Closed Properties 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 Item 14, Exhibit A.

19. 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 point of contact and coordinate repairs including but not limited to plumbing, septic system, heating, electrical and carpentry problems as they occur. Contractor must get prior approval for repairs greater than \$500 and at least 2 independent estimates are required for repairs greater than \$500.
 - (c) Provide personnel to be on call twenty-four (24) hours per day as a point of contact to receive emergency notification and to coordinate emergency response efforts and repairs.
 - (d) Be 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.
20. 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.
21. Any actions 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. Any costs incurred as a result of the damages will be the responsibility of the Contractor and at the Contractor's expense.

Contractor Initials TM
Date 6/8/18

**EXHIBIT B
PAYMENT TERMS**

REGION 1

1. The Contract Price for management of all assigned **Rental Properties** shall be:
 - (a) 6.25% of the collected monthly gross rental receipts. 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 A, Section 13) is performed.
 - (b) A finder'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. (Not a bid item.) No fee shall be paid to or collected by the Contractor for any tenant found by the Department.

The management fee and the finder's fee reported to the Department shall be billed in accordance with the terms of this Agreement. In the event that a tenant vacates the property prior to the end of the first year of tenancy, the Contractor shall reimburse the finder's fee to the Department prorated for the number of months and days that the tenant failed to occupy the property during the calendar year from the start of the tenancy.

2. The Contract Price for management of all assigned **Department of Transportation Owned/Occupied Property** shall be:

The contract price for the management of the Department owned/occupied properties shall be \$100.00 monthly for each property that remains assigned for each full calendar month.

3. The Contract Price for management of all assigned **Closed Property** shall be:

The contract price for the bi-weekly inspection and maintenance of each closed property shall be \$50.00 monthly for each closed property that remains assigned for each full calendar month (not a bid item).

4. These services shall be billed in accordance with the terms of this Agreement.

Contractor Initials TM
Date 5/8/18

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION ONE

(Carroll, Coos, and Grafton Counties)

Bid form for: Innovison Realty Group, LLC

Authorized Signature

3/29/18
date


Bid Item Numbers	Item Description	Estimated Number of Units / Properties	Bid Amount numeric (written)	Calculation	Subtotals (for bidding purposes)
Item 1a	Management of Rented Properties	27	6.25% (Six and twenty-five hundredths percent)	Item 1a bid amount x 27 units x \$800.00/mo x 12 months	\$ 14,200.00
Item 1b	Finder's Fee	27	1 mo. Rent [not a bid item]	\$800.00 Finder's fee x 27 properties rented	\$ 21,600.00
Item 2	Management and inspection of Closed Properties	13	\$50 (fifty dollars) per property [not a bid item]	\$50.00 Invoice x 12 months x 13 Closed Properties	\$ 7,200.00
Item 3	Management of Department Owned/Occupied Properties	2	\$100.00 (One hundred dollars)	Item 3 bid amount x 12 months x 2 Properties	\$ 2,400.00
Grand Total (Item 1a + Item 1b + Item 2 + Item 3)					\$ 47,400.00

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION ONE

(Carroll, Coos, and Grafton Counties)

Bid form for: Greate North Property Management, Inc.

 3/15/18
Authorized Signature date

Bid Item Numbers	Item Description	Estimated Number of Units / Properties	Bid Amount numeric (written)	Calculation	Subtotals (for bidding purposes)
Item 1a	Management of Rented Properties	27	Eight Percent 8%	Item 1a bid amount x 27 units x \$800.00/mo x 12 months	\$ 20,736
Item 1b	Finder's Fee	27	1 mo. Rent [not a bid item]	\$800.00 Finder's fee x 27 properties rented	\$ 21,600.00
Item 2	Management and inspection of Closed Properties	13	\$50 (fifty dollars) per property [not a bid item]	\$50.00 Invoice x 12 months x 13 Closed Properties	\$ 7,200.00
Item 3	Management of Department Owned/Occupied Properties	2	Two hundred Fifty \$250	Item 3 bid amount x 12 months x 2 Properties	\$ 6,000
Grand Total (tem 1a + Item 1b + Item 2 + Item 3)					\$ 55,536

**EXHIBIT B
PAYMENT TERMS
(CONTINUED)**

REGION 2

1. The Contract Price for management of all assigned **Rental Property** shall be:
 - (a) 3.74 % of the collected monthly gross rental receipts. 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 A, Section 14) is performed.
 - (b) A finder'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. (Not a bid item.) No fee shall be paid to or collected by the Contractor for any tenant found by the Department.

The management fee and the finder's fee reported to the Department shall be billed in accordance with the terms of this Agreement. In the event that a tenant vacates the property prior to the end of the first year of tenancy, the Contractor shall reimburse the finder's fee to the Department prorated for the number of months and days that the tenant failed to occupy the property during the calendar year from the start of the tenancy.

2. The Contract Price for management of all assigned **Department of Transportation Owned/Occupied Property** shall be:

The contract price for the management of the Department owned/occupied properties shall be \$100.00 monthly for each property that remains assigned for each full calendar month.

3. The Contract Price for management of all assigned **Closed Property** shall be:

The contract price for the bi-weekly inspection and maintenance of each closed property shall be \$50.00 monthly for each closed property that remains assigned for each full calendar month (not a bid item).

4. These services shall be billed in accordance with the terms of this Agreement.

Contractor Initials TM
Date 5/8/18

**EXHIBIT B
PAYMENT TERMS
(CONTINUED)**

REGION 3

1. The Contract Price for management of all assigned **Rental Property** shall be:
 - (a) 3.5 % of the collected monthly gross rental receipts. 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 A, Section 13) is performed.
 - (b) A finder'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. (Not a bid item.) No fee shall be paid to or collected by the Contractor for any tenant found by the Department.

The management fee and the finder's fee reported to the Department shall be billed in accordance with the terms of this Agreement. In the event that a tenant vacates the property prior to the end of the first year of tenancy, the Contractor shall reimburse the finder's fee to the Department prorated for the number of months and days that the tenant failed to occupy the property during the calendar year from the start of the tenancy.

2. The Contract Price for management of all assigned **Department of Transportation Owned/Occupied property** shall be:

The contract price for the management of the Department owned/occupied properties shall be \$100.00 monthly for each property that remains assigned for each full calendar month.

3. The Contract Price for management of all assigned **Closed Property** shall be:

The contract price for the bi-weekly inspection and maintenance of each closed property shall be \$50.00 monthly for each closed property that remains assigned for each full calendar month (not a bid item).

4. These services shall be billed in accordance with the terms of this Agreement.

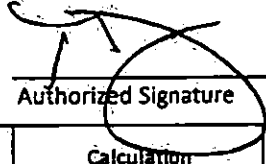
Contractor Initials TM
Date 5/18

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION TWO

(Belknap, Cheshire, Hillsborough, Merrimack, Rockingham, Strafford, & Sullivan Counties)

Bid form for: Innovison Realty Group, LLC


Authorized Signature

3/29/18
date

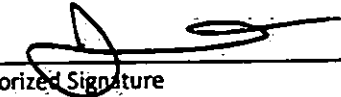
Bid Item Numbers	Item Description	Estimated Number of Units / Properties	Bid Amount numeric (written).	Calculation	Subtotals (for bidding purposes)
Item 1a	Management of Rented Properties	32	3.74% (Three and Seventy-four hundredths percent)	Item 1a bid amount x 27 units x \$800.00/mo x 12 months	\$ 9,694.08
Item 1b	Finder's Fee	32	1 mo. Rent [not a bid item]	\$800.00 Finder's fee x 27 properties rented	\$ 21,600.00
Item 2	Management and inspection of Closed Properties	4	\$50 (fifty dollars) per property [not a bid item]	\$50.00 invoice x 12 months x 13 Closed Properties!	\$ 7,200.00
Item 3	Management of Department Owned/Occupied Properties	7	\$100.00 (one hundred dollars)	Item 3 bid amount x 12 months x 2 Properties	\$ 2,400.00
Grand Total (tem 1a + Item 1b + Item 2 + Item 3) :					\$ 40,894.08

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION TWO

(Belknap, Cheshire, Hillsborough, Merrimack, Rockingham, Strafford, & Sullivan Counties)

Bid form for: Greate North Property Management, Inc.

 3/15/18
Authorized Signature date


Bid Item Numbers	Item Description	Estimated Number of Units / Properties	Bid Amount numeric (written)	Calculation	Subtotals (for bidding purposes)
Item 1a	Management of Rented Properties	32	Five point Six percent 5.6%	Item 1a bid amount x 27 units x \$800.00/mo x 12 months	\$ 17,203
Item 1b	Finder's Fee	32	1 mo. Rent (not a bid item)	\$800.00 Finder's fee x 27 properties rented	\$ 21,600.00
Item 2	Management and inspection of Closed Properties	4	\$50 (fifty dollars) per property (not a bid item)	\$50.00 invoice x 12 months x 13 Closed Properties	\$ 7,200.00
Item 3	Management of Department Owned/Occupied Properties	7	one hundred and FIFTY \$ 150	Item 3 bid amount x 12 months x 2 Properties	\$ 12,600
Grand Total: (tem 1a + Item 1b + Item 2 + Item 3)				:\$	58,603

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION THREE

(Specific properties in Hillsborough County, and in the towns of Hudson, Litchfield, and Merrimack)

Bid form for: Innovision Realty Group


Authorized Signature

4/18/18
date

Bid Item Numbers	Item Description	Estimated Number of Units / Properties	Bid Amount numeric (written)	Calculation	Subtotals (for bidding purposes)
Item 1a	Management of Rented Properties	25	3.5% (Three and five tenths percent)	Item 1a bid amount x 25 units x \$800.00/mo x 12 months	\$ 8,400.00
Item 1b	Finder's Fee	25	1 mo. Rent [not a bid item]	\$800.00 Finder's fee x 25 properties rented	\$ 20,000.00
Item 2	Management and Inspection of Closed Properties	3	\$50 (fifty dollars) per property [not a bid item]	\$50.00 invoice x 12 months x 3 Closed Properties	\$ 1,800.00
Item 3	Management of Department Owned/Occupied Properties	1	\$100 (one hundred dollars)	Item 3 bid amount x 12 months x 1 Properties	\$ 1,200.00
Grand Total (Item 1a + Item 1b + Item 2 + Item 3)					\$ 31,400.00

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION THREE

(Specific properties in Hillsborough County, and in the towns of Hudson, Litchfield, and Merrimack)

Bid form for: Great North Property Management


Authorized Signature

4/16/18
date

Bid Item Numbers	Item Description	Estimated Number of Units / Properties	Bid Amount numeric (written):	Calculation	Subtotals (for bidding purposes)
Item 1a	Management of Rented Properties	25	Four Percent 4%	Item 1a bid amount x 25 units x \$800.00/mo x 12 months	\$ 9,600
Item 1b	Finder's Fee	25	1 mo. Rent [not a bid item]	\$800.00 Finder's fee x 25 properties rented	\$ 20,000.00
Item 2	Management and inspection of Closed Properties	3	\$50 (fifty dollars) per property [not a bid item]	\$50.00 invoice x 12 months x 3 Closed Properties	\$ 1,800.00
Item 3	Management of Department Owned/Occupied Properties	1	\$ 50	Item 3 bid amount x 12 months x 1 Properties	\$ 600
Grand Total (Item 1a + Item 1b + Item 2 + Item 3)					\$ 32,000

**EXHIBIT C
SPECIAL PROVISIONS
FORM P37 (VERSION 5/8/15)**

Amend Section 14.1.1 to read:

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

Add 14.1.3

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.

Add 14.1.4

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.
- 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.

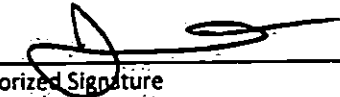
Contractor Initials TM
Date 5/8/18

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION TWO

(Belknap, Cheshire, Hillsborough, Merrimack, Rockingham, Strafford, & Sullivan Counties)

Bid form for: Greate North Property Management, Inc.

 3/15/18
Authorized Signature date

Bid Item Numbers	Item Description	Estimated Number of Units / Properties	Bid Amount numeric (written)	Calculation	Subtotals (for bidding purposes)
Item 1a	Management of Rented Properties	32	Five point Six percent 5.6%	Item 1a bid amount x 27 units x \$800.00/mo x 12 months	\$ 17,203
Item 1b	Finder's Fee	32	1 mo. Rent <i>(not a bid item)</i>	\$800.00 Finder's fee x 27 properties rented	\$ 21,600.00
Item 2	Management and inspection of Closed Properties	4	\$50 (fifty dollars) per property <i>(not a bid item)</i>	\$50.00 invoice x 12 months x 13 Closed Properties	\$ 7,200.00
Item 3	Management of Department Owned/Occupied Properties	7	one hundred and FIFTY \$ 150	Item 3 bid amount x 12 months x 2 Properties	\$ 12,600
Grand Total (Item 1a + Item 1b + Item 2 + Item 3)				:\$	58,603

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION THREE

(Specific properties in Hillsborough County, and in the towns of Hudson, Litchfield, and Merrimack)

Bid form for: Innovision Realty Group


Authorized Signature

4/18/18
date

Bid Item Numbers	Item Description	Estimated Number of Units / Properties	Bid Amount numeric (written)	Calculation	Subtotals (for bidding purposes)
Item 1a	Management of Rented Properties	25	3.5% (Three and five tenths percent)	Item 1a bid amount x 25 units x \$800.00/mo x 12 months	\$ 8,400.00
Item 1b	Finder's Fee	25	1 mo. Rent [not a bid item]	\$800.00 Finder's fee x 25 properties rented	\$ 20,000.00
Item 2	Management and Inspection of Closed Properties	3	\$50 (fifty dollars) per property [not a bid item]	\$50.00 Invoice x 12 months x 3 Closed Properties	\$ 1,800.00
Item 3	Management of Department Owned/Occupied Properties	1	\$100 (one hundred dollars)	Item 3 bid amount x 12 months x 1 Properties	\$ 1,200.00
Grand Total (Item 1a + Item 1b + Item 2 + Item 3)					\$ 31,400.00

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION THREE

(Specific properties in Hillsborough County, and in the towns of Hudson, Uitchfield, and Merrimack)

Bid form for: Great North Property Management


Authorized Signature

4/16/18
date

Bid Item Numbers	Item Description	Estimated Number of Units / Properties	Bid Amount numeric (written)	Calculation	Subtotals (for bidding purposes)
Item 1a	Management of Rented Properties	25	Four Percent 4%	Item 1a bid amount x 25 units x \$800.00/mo x 12 months	\$ 9,600
Item 1b	Finder's Fee	25	1 mo. Rent <i>[not a bid item]</i>	\$800.00 Finder's fee x 25 properties rented	\$ 20,000.00
Item 2	Management and inspection of Closed Properties	3	\$50 (fifty dollars) per property <i>[not a bid item]</i>	\$50.00 invoice x 12 months x 3 Closed Properties	\$ 1,800.00
Item 3	Management of Department Owned/Occupied Properties	1	\$ 50	Item 3 bid amount x 12 months x 1 Properties	\$ 600
Grand Total (tem 1a + Item 1b + Item 2 + Item 3)					\$ 32,000

EXHIBIT D
FINANCIAL REQUIREMENTS FOR MANAGEMENT COMPANY
(CONTINUED)

15. The Contractor shall follow the Department's Eviction and Collection Procedures (Exhibit E) formal written policy and outlined procedures for collecting unpaid rent.
16. The Contractor shall pay all invoices in a timely manner to maximize cash discounts offered by vendors. The Contractor shall also pay refunding of security deposits and payment of property taxes.
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 in accordance with Exhibit A, paragraph 14. 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 contract.
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 set forth 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 Contractor for the performance of required services. See Item 14 in Exhibit A.

Contractor Initials TM
Date 5/8/18

**EXHIBIT E
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 Right-of-Way (ROW) Bureau Administrator with the advice of counsel. Circumstances may exist making completion of an eviction unadvisable. The courts may direct, or counsel may proffer, different outcomes. Court orders contrary to these procedures shall be honored or appealed.

PROCEDURES FOR COLLECTIONS VIA EVICTION PROCESS:

1st of the month – Rent is due

10th of the month – End of grace period

12th of the month – Contractor will mail or post a Demand for Rent and Eviction notice conforming to RSA 540:3 and 540:9. Original signed copy of service sent to Attorney General's office, Transportation & Construction Bureau, 33 Capitol Street, Concord, NH 03301 with a copy to ROW.

Contractor shall notify ROW if 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 progress of eviction to avoid preventable delays in the process. The Attorney General's office will file the eviction with court and copy ROW.

Contractor shall be available 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 facilitating the eviction and changing of the locks will 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, contractor should provide a written report of the necessary repairs and estimates for the cost of these repairs in accordance with the Property Management contract's scope of work.

Contractor Initials TM
Date 5/8/18

**EXHIBIT E
EVICTION AND COLLECTION PROCEDURES
(CONTINUED)**

ROW shall assemble and prepare a written, itemized final invoice showing all outstanding charges and credits, to transfer 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 TM
Date 5/8/18

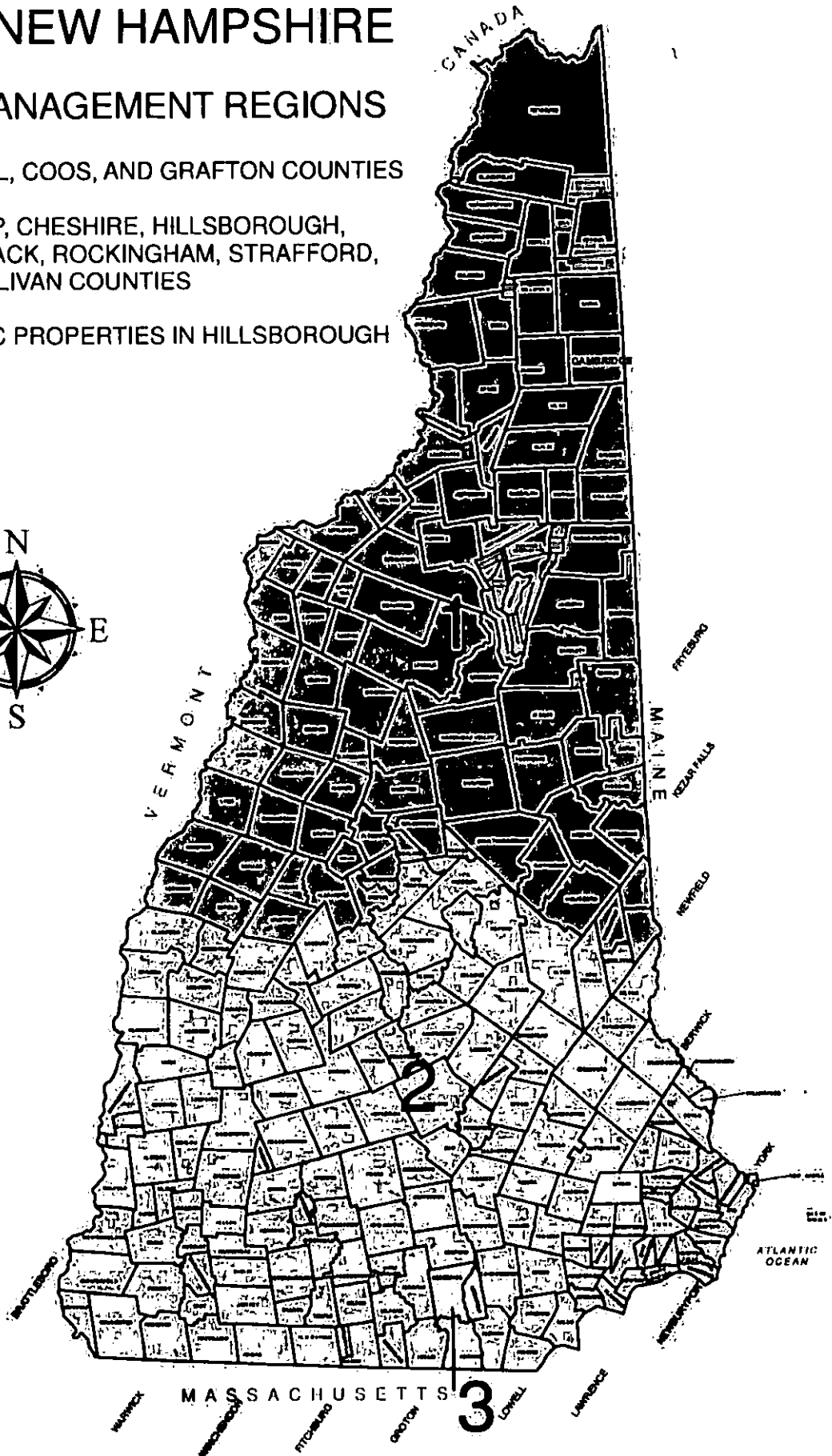
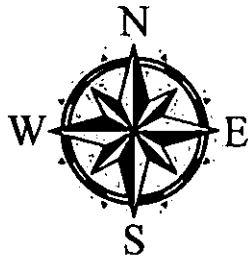
STATE OF NEW HAMPSHIRE

PROPERTY MANAGEMENT REGIONS

REGION 1 - CARROLL, COOS, AND GRAFTON COUNTIES

REGION 2 - BELKNAP, CHESHIRE, HILLSBOROUGH,
MERRIMACK, ROCKINGHAM, STRAFFORD,
AND SULLIVAN COUNTIES

REGION 3 - SPECIFIC PROPERTIES IN HILLSBOROUGH
COUNTY



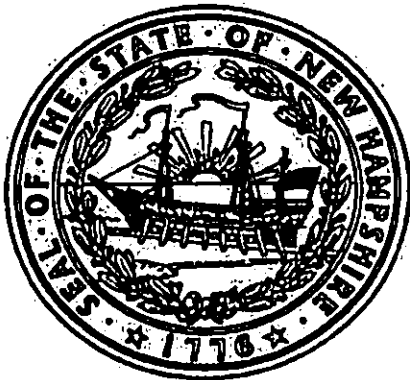
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0004094145



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



May 8, 2018

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

Re: COMPANY AUTHORIZED SIGNATORIES
INNOVISION REALTY GROUP, LLC

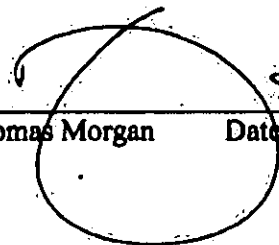
To Whom it May Concern;

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,



Thomas Morgan Date 5/8/18



Michelle Demirjian Date 5/8/18



INNO-11

QP ID: MM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2018

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 MALONEY ASSOC INS - MANCHESTER 1650 Elm Street, Suite 801 Manchester, NH 03101-1217 603-277-8500		CONTACT PHONE (AG No. Ext): 603-277-8500 FAX (AG No.): 603-628-5580 EMAIL: ADDRESS:	
INSURED: Innovision Realty Group LLC Attn: Tom Morgan 470 Mast Road Goffstown, NH 03045		INSURER(S) AFFORDING COVERAGE INSURER A: The Hanover Insurance Company INSURER B: A M Trust Group INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSTR. TYPE	TYPE OF INSURANCE	ADDL. (USD)	PUSH (USD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> SECT <input type="checkbox"/> LOC OTHER:			ZHV496681723	10/22/2017	10/22/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AHV6111281	03/08/2018	03/08/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			LHVA34306406	10/22/2017	10/22/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			MWC3327971	02/28/2018	02/28/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER F.L. EACH ACCIDENT \$ 100,000 F.L. DISEASE - EA EMPLOYEE \$ 100,000 F.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime			BDV1030823	05/01/2018	05/01/2019	Fidelity Bond 400,000

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

The State of New Hampshire is named as Loss Payee on Fidelity Bond/Crime Policy BDV1030823.

CERTIFICATE HOLDER STAT043 STATE OF NEW HAMPSHIRE DEPT. OF TRANSPORTATION 7 HAZEN DRIVE P.O. BOX 483 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
---	--

ACORD 25 (2016/03)

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**EXHIBIT C
SPECIAL PROVISIONS
FORM P37 (VERSION 5/8/15)**

Amend Section 14.1.1 to read:

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

Add 14.1.3

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.

Add 14.1.4

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.
- 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 TM
Date 5/8/18

**EXHIBIT D
FINANCIAL REQUIREMENTS FOR MANAGEMENT COMPANY
(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 to support 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.
12. All lease agreements used by the Contractor shall be provided by and/or approved by the Department.
13. All checking and escrow 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 number.
14. The Contractor shall perform credit and criminal background checks on all prospective tenants prior to 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 TM
Date 5/6/18