



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Handwritten initials and number 168

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
April 29, 2014

Retroactive

REQUESTED ACTION

1. Authorize the Department of Transportation to enter into a **retroactive** contract with Cityside Management Corporation of Manchester, NH, Vendor # 158237, in the amount of \$250,000 for the management of properties throughout the state, upon Governor and Council approval for the period of June 1, 2014, through June 30, 2018.
2. Further authorize the Department of Transportation to provide funds through rents collected to Cityside Management Corporation in the amount of \$50,000 to fund the maintenance and management checking accounts used in the management of properties located in Regions 1 and 5, upon Governor and Council approval for the period of June 1, 2014, through June 30, 2018.

Funding for this contract will 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 to be managed and maintained as part of ongoing projects. 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 through the Department of Resources and Economic Development.

EXPLANATION

This contract is retroactive due to the delay in the property management company's submission of required documents. 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 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 the 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 9 Department owned and occupied properties which include 6 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. Five separate regions of the state have been delineated to distribute and assign the properties and associated responsibilities to ensure efficient and effective management. Region one through four are associated with properties acquired for State Highway projects and

Region five is associated with properties acquired with State Turnpike funds for the Circumferential Highway project. This contract is for Regions 1 and 5 only.

This contract will primarily be self-funded from monthly rental income generated by the properties being managed. Occasionally the contract will be funded from highway project funding associated with a specific project through the Department of Transportation. The \$50,000 requested will be used to establish maintenance and management account of \$25,000 for each of the above-mentioned Regions. Rental income is deposited into, and maintenance expenses are paid from the established accounts. At the end of each month any balance over the initial \$25,000 in each Region is returned to the Department and deposited back into the highway fund. Separate property tax and security deposit accounts are also established and funded by rental income.

This is the Fifth contract of this type the Department of Transportation has processed and bid. The operating funds of \$50,000 that were used to establish the maintenance and management accounts for the preceding contracts are still in place and can be used to reestablish the proposed contract.

This contract also includes a provision for an 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 within the five regions for a statewide solicitation from property management firms interested in providing the outlined services to the Department. Inquiries were received from Six (6) property management firms throughout the State. In accordance with the Department's approved selection procedure, the Pre-Qualification Committee reviewed the information submitted from each firm.

Four (4) firms were pre-qualified to submit bids for the five Regions. On March 25, 2014 bids were opened and only three of the four 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 Cityside Management Corp. was the low bidder in two Regions.

<u>Region 1 - Carroll, Coos, and Grafton Counties</u>	<u>A</u>	<u>B</u>	<u>C</u>
*Cityside Management Corporation, Merrimack, NH	5.4%	\$100.00	\$46,515.00
Innovision Realty Group, LLC, Manchester, NH	5.74%	\$100.00	\$47,429.12
Winsor Brook Property Advisors, Dover, NH			No Bid
CP Management, Inc., Exeter, NH			No Bid
<u>Region 2 - Cheshire and Sullivan Counties</u>	<u>A</u>	<u>B</u>	<u>C</u>
Innovision Realty Group, LLC, Manchester, NH	5.97%	\$100.00	\$8,065.60
Cityside Management Corporation, Merrimack, NH	15.0%	\$300.00	\$14,800.00
Winsor Brook Property Advisors, Dover, NH			No Bid
CP Management, Inc., Exeter, NH			No Bid
<u>Region 3 - Belknap, Hillsborough, and Merrimack Counties</u>	<u>A</u>	<u>B</u>	<u>C</u>
Innovision Realty Group, LLC, Manchester, NH	4.74%	\$100.00	\$24,170.56
Cityside Management Corporation, Merrimack, NH	4.0%	\$150.00	\$25,576.00
Winsor Brook Property Advisors, Dover, NH	6.5%	\$350.00	\$38,536.00
CP Management, Inc., Exeter, NH			No Bid

Region 4 – Rockingham and Strafford Counties

	<u>A</u>	<u>B</u>	<u>C</u>
Innovision Realty Group, LLC, Manchester, NH	5.74%	\$100.00	\$37,673.92
Cityside Management Corporation, Merrimack, NH	6.0%	\$150.00	\$39,448.00
Winsor Brook Property Advisors, Dover, NH	5.5%	\$350.00	\$43,144.00
CP Management, Inc., Exeter, NH			No Bid

Region 5 – Specific properties located within the Towns of Hudson, Litchfield, and Merrimack

	<u>A</u>	<u>B</u>	<u>C</u>
*Cityside Management Corporation, Merrimack, NH -	4.88%	\$1,000.00	\$33,512.00
Innovision Realty Group, LLC, Manchester, NH	5.74%	\$0.0	\$35,576.00
Winsor Brook Property Advisors, Dover, NH	5.9%	\$400.00	\$35,960.00
CP Management, Inc., Exeter, NH			No Bid

***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 Property Management contracts with Cityside Management Corporation of Manchester, NH to oversee and manage department-owned properties in Regions, 1, and 5 that have been acquired for Department of Transportation Improvement projects, for the period of June 1, 2014, through June 30, 2018.

Respectfully,



Christopher D. Clement, Sr.
Commissioner

CDC/lmw
Attachments

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION
PROPERTY MANAGEMENT CONTRACT - REGION ONE
(Carroll, Coos, and Grafton Counties)

BID FORM for Cityside Management Corporation

Bid Item Numbers	Item Description	Estimated Number of Rental Properties Region 1	Estimated Number of Closed Properties Region 1	Estimated Number of Owned and Occupied Properties	Bid Amount % or \$ (written & numeric)	Calculation	Total per Item for Bidding Purposes
Item 1a	Management of Rented Properties	28	n/a	n/a	5.4% (five and forty one hundredth percent)	\$800.00 rent per month x 12 months x 28 properties x Item 1a bid amount	\$14,515.00
Item 1b	Finder's Fee	28	n/a	n/a	(not a bid item)	\$800.00 finder's fee x 28 properties rented	\$22,400.00
Item 2	Management of Closed Properties including bi-weekly inspections	n/a	14	n/a	(not a bid item)	\$50.00 invoice x 12 months x 14 closed properties	\$8,400.00
Item 3	Management of Department owned/occupied Properties	n/a	n/a	1	(\$100.00) (one hundred dollars)	Item 3 bid Amount \$0.00 Management fee x 12 months x 1 Properties	\$1,200.00
GRAND TOTAL (\$) = (Item 1a + Item 1b + Item 2 + Item 3) =							\$46,515.00

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION ONE

(Carroll, Coos, and Grafton Counties)

BID FORM for

Innovision Realty Group, LLC

Bid Item Numbers	Item Description	Estimated Number of Rental Properties Region 1	Estimated Number of Closed Properties Region 1	Estimated Number of Owned and Occupied Properties	Bid Amount % or \$ (written & numeric)	Calculation	Total per Item for Bidding Purposes
Item 1a	Management of Rented Properties	28	n/a	n/a	5.74 % (five and seventy four one hundredth percent)	\$800.00 rent per month x 12 months x 28 properties x Item 1a bid amount	\$15,429.12
Item 1b	Finder's Fee	28	n/a	n/a	(not a bid item)	\$800.00 finder's fee x 28 properties rented	\$22,400.00
Item 2	Management of Closed Properties including bi-weekly inspections	n/a	14	n/a	(not a bid item)	\$50.00 invoice x 12 months x 14 closed properties	\$8,400.00
Item 3	Management of Department owned/occupied Properties	n/a	n/a	1	\$100.00 (One hundred dollars)	Item 3 bid Amount \$0.00 Management fee x 12 months x 1 Properties	\$1,200.00
GRAND TOTAL (\$) = (Item 1a + Item 1b + Item 2 + Item 3) =						\$47,429.12	

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION FIVE

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

BID FORM for Cityside Management Corporation

Bid Item Numbers	Item Description	Estimated Number of Rental Properties Region 4	Estimated Number of Closed Properties Region 4	Estimated Number of Owned and Occupied Properties	Bid Amount % or \$ (written & numeric)	Calculation	Total per Item for Bidding Purposes
Item 1a	Management of Rented Properties	25	n/a	n/a	4.88 % (four and eighty eight hundredth percent)	800.00 rent per month x 12 months x 25 properties x Item 1a bid amount	\$11,712.00
Item 1b	Finder's Fee	25	n/a	n/a	(not a bid item)	\$800.00 finder's fee x 25 properties rented	\$20,000.00
Item 2	Management of Closed Properties including bi-weekly inspections	n/a	3	n/a	(not a bid item)	\$50.00 invoice x 12 months x 3 closed properties	\$1,800.00
Item 3	Management of Department owner/occupied Properties	n/a	n/a	0	\$1,000.00 (One thousand dollars)	Item 3 bid Amount \$0.00 Management fee x 12 months x 0 Properties	0.0
GRAND TOTAL (\$) = (Item 1a + Item 1b + Item 2 + Item 3)=						\$33,512.00	

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION FIVE

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

BID FORM for Innovision Realty Group, LLC

Bid Item Numbers	Item Description	Estimated Number of Rental Properties Region 4	Estimated Number of Closed Properties Region 4	Estimated Number of Owned and Occupied Properties	Bid Amount % or \$ (written & numeric)	Calculation	Total per Item for Bidding Purposes
Item 1a	Management of Rented Properties	25	n/a	n/a	5.74 % (five and seventy four one hundredth percent)	800.00 rent per month x 12 months x 25 properties x Item 1a bid amount	\$13,776.00
Item 1b	Finder's Fee	25	n/a	n/a	(not a bid item)	\$800.00 finder's fee x 25 properties rented	\$20,000.00
Item 2	Management of Closed Properties including bi-weekly inspections	n/a	3	n/a	(not a bid item)	\$50.00 invoice x 12 months x 3 closed properties	\$1,800.00
Item 3	Management of Department owner/occupied Properties	n/a	n/a	0	0.0	Item 3 bid Amount \$0.00 Management fee x 12 months x 0 Properties	0.0
GRAND TOTAL (\$) = (Item 1a + Item 1b + Item 2 + Item 3) =						\$35,576.00	

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION FIVE

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

BID FORM for Winsor Brook Property Advisors

Bid Item Numbers	Item Description	Estimated Number of Rental Properties Region 4	Estimated Number of Closed Properties Region 4	Estimated Number of Owned and Occupied Properties	Bid Amount % or \$ (written & numeric)	Calculation	Total per Item for Bidding Purposes
Item 1a	Management of Rented Properties	25	n/a	n/a	5.9 % (five and seventy four one hundredth percent)	800.00 rent per month x 12 months x 25 properties x Item 1a bid amount	\$14,160.00
Item 1b	Finder's Fee	25	n/a	n/a	(not a bid item)	\$800.00 finder's fee x 25 properties rented	\$20,000.00
Item 2	Management of Closed Properties including bi-weekly inspections	n/a	3	n/a	(not a bid item)	\$50.00 invoice x 12 months x 3 closed properties	\$1,800.00
Item 3	Management of Department owner/occupied Properties	n/a	n/a	0	\$400.00 (Four hundred dollars)	Item 3 bid Amount \$0.00 Management fee x 12 months x 0 Properties	0.0
GRAND TOTAL (\$) = (Item 1a + Item 1b + Item 2 + Item 3) =						\$35,960.00	

Subject:

Property Management Contract Agreements - See Exhibit "A"

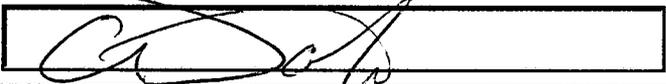
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation		1.2 State Agency Address 7 Hazen Drive, Concord, New Hampshire, 03302	
1.3 Contractor Name Cityside Management Corporation		1.4 Contractor Address 186 Granite Sreet., Suite 301, Manchester, NH 03101	
1.5 Contractor Phone Number (603) 423-0313	1.6 Account Number See Exhibit "B"	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$250,000.00
1.9 Contracting Officer for State Agency Christopher D. Clement Sr		1.10 State Agency Telephone Number (603) 271-3222	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Chris J Delloff, President/CEO	
1.13 Acknowledgement: State of NH, County of Merrimack On April 11, 2014, 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]			
1.13.2 Name and Title of Notary or Justice of the Peace DEBRA ROWLAND, Notary Public My Commission Expires April 14, 2015			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William J. Cass, P.E. 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) By:  On: 5/14/14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials 
Date 4/11/14

8. EVENT OF DEFAULT/REMEDIES.

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

Contractor Initials CJD
Date 4/11/14

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials CTD
Date 4/11/14

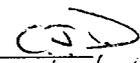
EXHIBIT A - SCOPE OF WORK

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

1. Manage the assigned Department-owned Rental properties, Closed properties and Department of Transportation owned/occupied properties in; Region 1 (Carroll, Coos, and Grafton Counties); and Region 5 (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.
 - 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. Act as the Department's Agent to enforce the terms of the Department-approved leases on all assigned Rental property, in consultation with the Attorney General's office and in accordance with the New Hampshire Statutes that govern tenant and landlord affairs.
3. Collect, or cause to be collected, monthly rental charges and any other charges owed by each tenant occupying assigned Rental property.
4. Collect and maintain accounting for the security deposit of each tenant occupying 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 or where the equipment is located/stored.
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 as soon as practical of all repairs taken on an emergency basis. Proof of "price shopping" comparison in the form of at least two independent estimates shall be obtained and sent to the Department for any amount exceeding \$500.00, which is not deemed to be an emergency repair. The Department will then submit a work order listing the repair and the awarded bidder.

Contractor Initials

Date


4/14/14

**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 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 in a timely manner 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.
8. Attend to tenant complaints in a timely manner. In all cases this means that the Contractor shall provide a response to all emergency calls within two (2) hours of receipt of the call, and shall provide a response to all regular maintenance calls within four (4) hours of receipt of the call.
9. Perform an initial inspection of each assigned Rental property within fifteen (15) days 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 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 a yearly basis. Submit a written report of all necessary repairs or improvements, including estimates for the costs of these repairs. 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 and utilized by the Contractor for the performance of required services. See Item 16 in Exhibit A.
11. Notify the Department upon each vacancy. 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. 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 and utilized by the Contractor for the performance of required services. See Item 16 in Exhibit A.

Contractor Initials

Date

CND
4/11/14

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

12. Inspect each assigned Closed property 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.
13. Maintain books of account recording for each and every financial transaction and prepare a monthly statement for the Department as outlined in section 14. The statement shall be received by the Department on or before the 10th day of the following month.
14. Provide to the Department monthly statements, one statement for Regions 1, and one statement for Region 5 and each assigned Department owned/occupied property. The statements will outline all collected rents, security deposit balances, tax 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 10th of the following month. The statements will group all properties by the Department Project name, Project number, property address, and the name(s) of the tenants, with rental amounts due.
15. Maintain a separate Property Tax Escrow account. Each month a portion of the rent from each Rental property shall be deposited into the tax escrow account for the purpose of paying the property taxes. Ensure that all property tax payments to the municipality are made in a timely manner.
16. Establish a checking account for operating expenses with a twenty five thousand (\$25,000.00) dollar minimal balance. The Department shall provide the initial \$25,000.00 as preliminary funds for use in managing the properties. All funds including monies deposited into the Operating Expense account, Tax Escrow account, Security Deposit account, 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. All monies remaining in the Operating Expense account in excess of the \$25,000.00 preliminary funds provided by the Department, after all payments and reconciliation's for the month have been made according to the payment terms, shall also be returned to the Department at the time the monthly report is delivered. All accounting for Region 5 and each assigned Department owned/occupied property shall remain separate from all other regions.

Contractor Initials

Date


4/11/14

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

17. Cooperate fully with 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
18. 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 operating expense account funded by the Department and utilized by the Contractor for the performance of required services. See Item 16 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 property.
19. Provide to the Department with copies of the liability insurance certificates of 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.
20. Maintenance activities 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 outlined above for the preservation or safety of the premises or for the safety of the tenants.
 - (b) All work efforts necessary to insure that Closed properties are secure and safe, winterize properties insuring that all operating systems and utilities affected by weather or temperature are properly decommissioned, open or re-secure any Department 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. To insure the lowest cost to the Department for performing the ground maintenance tasks the Contractor shall hire local service companies to perform the necessary tasks.

Contractor Initials

Date

CS
4/11/14

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

- (d) Provide personnel to be on call twenty-four (24) hours per day as a contact point to receive emergency notification and to coordinate emergency response efforts and repairs.
- 20.1 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 and utilized by the Contractor for the performance of required services. See Item 16, Exhibit A.
21. 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 contact point to receive emergency notification and to coordinate emergency response efforts and repairs.
22. Unless otherwise directed, the Contractor shall be responsible for paying all the costs associated with the assigned Department Owned and Occupied properties (see Exhibit A, Section 21 (a)). The Contractor shall invoice the State monthly for reimbursement for each assigned property.
23. 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 CJD
Date 4/11/14

EXHIBIT B

REGION 1

1. The Contract Price for management of all assigned **Rental Properties** shall be:
 - (a) 5.4 % 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 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 one hundred (\$100.00) dollars 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 fifty (\$50.00) dollars 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

Date

C.F.P.
2/11/14

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION ONE
(Carroll, Coos, and Grafton Counties)

BID FORM for

Cityside Management Corporation

Bid Item Numbers	Item Description	Estimated Number of Rental Properties Region 1	Estimated Number of Closed Properties Region 1	Estimated Number of Owned and Occupied Properties	Bid Amount % or \$ (written & numeric)	Calculation	Total per Item for Bidding Purposes
Item 1a	Management of Rented Properties	28	n/a	n/a	5.4 % (five and forty one hundredth percent)	\$800.00 rent per month x 12 months x 28 properties x Item 1a bid amount	\$14,515.00
Item 1b	Finder's Fee	28	n/a	n/a	(not a bid item)	\$800.00 finder's fee x 28 properties rented	\$22,400.00
Item 2	Management of Closed Properties including bi-weekly inspections	n/a	14	n/a	(not a bid item)	\$50.00 invoice x 12 months x 14 closed properties	\$8,400.00
Item 3	Management of Department owned/occupied Properties	n/a	n/a	1	(\$100.00) (one hundred dollars)	Item 3 bid Amount \$0.00 Management fee x 12 months x 1 Properties	\$1,200.00
GRAND TOTAL (\$) = (Item 1a + Item 1b + Item 2 + Item 3) =							\$46,515.00

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION ONE
(Carroll, Coos, and Grafton Counties)

BID FORM for

Innovision Realty Group, LLC

Bid Item Numbers	Item Description	Estimated Number of Rental Properties Region 1	Estimated Number of Closed Properties Region 1	Estimated Number of Owned and Occupied Properties	Bid Amount % or \$ (written & numeric)	Calculation	Total per Item for Bidding Purposes
Item 1a	Management of Rented Properties	28	n/a	n/a	5.74 % (five and seventy four one hundredth percent)	\$800.00 rent per month x 12 months x 28 properties x Item 1a bid amount	\$15,429.12
Item 1b	Finder's Fee	28	n/a	n/a	(not a bid item)	\$800.00 finder's fee x 28 properties rented	\$22,400.00
Item 2	Management of Closed Properties including bi-weekly inspections	n/a	14	n/a	(not a bid item)	\$50.00 invoice x 12 months x 14 closed properties	\$8,400.00
Item 3	Management of Department owned/occupied Properties	n/a	n/a	1	\$100.00 (One hundred dollars)	Item 3 bid Amount \$0.00 Management fee x 12 months x 1 Properties	\$1,200.00
GRAND TOTAL (\$) = (Item 1a + Item 1b + Item 2 + Item 3) =						\$47,429.12	

**EXHIBIT B
PAYMENT TERMS
(CONTINUED)**

REGION 5

1. The Contract Price for management of all assigned **Rental Properties** shall be:
 - (a) 4.88 % 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 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 one thousand (\$1,000.00) dollars 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 fifty (\$50.00) dollars 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 CSD
Date 4/11/14



STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION FIVE

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

BID FORM for Cityside Management Corporation

Bid Item Numbers	Item Description	Estimated Number of Rental Properties Region 4	Estimated Number of Closed Properties Region 4	Estimated Number of Owned and Occupied Properties	Bid Amount % or \$ (written & numeric)	Calculation	Total per Item for Bidding Purposes
Item 1 a	Management of Rented Properties	25	n/a	n/a	4.88 % (four and eighty eight hundredth percent)	800.00 rent per month x 12 months x 25 properties x Item 1a bid amount	\$11,712.00
Item 1 b	Finder's Fee	25	n/a	n/a	(not a bid item)	\$800.00 finder's fee x 25 properties rented	\$20,000.00
Item 2	Management of Closed Properties including bi-weekly inspections	n/a	3	n/a	(not a bid item)	\$50.00 invoice x 12 months x 3 closed properties	\$1,800.00
Item 3	Management of Department owner/occupied Properties	n/a	n/a	0	\$1,000.00 (One thousand dollars)	Item 3 bid Amount \$0.00 Management fee x 12 months x 0 Properties	0.0
GRAND TOTAL (\$) = (Item 1 a + Item 1 b + Item 2 + Item 3) =						\$33,512.00	

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION FIVE

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

BID FORM for Innovision Realty Group, LLC

Bid Item Numbers	Item Description	Estimated Number of Rental Properties Region 4	Estimated Number of Closed Properties Region 4	Estimated Number of Owned and Occupied Properties	Bid Amount % or \$ (written & numeric)	Calculation	Total per Item for Bidding Purposes
Item 1a	Management of Rented Properties	25	n/a	n/a	5.74 % (five and seventy four one hundredth percent)	800.00 rent per month x 12 months x 25 properties x Item 1a bid amount	\$13,776.00
Item 1b	Finder's Fee	25	n/a	n/a	(not a bid item)	\$800.00 finder's fee x 25 properties rented	\$20,000.00
Item 2	Management of Closed Properties including bi-weekly inspections	n/a	3	n/a	(not a bid item)	\$50.00 invoice x 12 months x 3 closed properties	\$1,800.00
Item 3	Management of Department owner/occupied Properties	n/a	n/a	0	0.0	Item 3 bid Amount \$0.00 Management fee x 12 months x 0 Properties	0.0
GRAND TOTAL (\$) = (Item 1a + Item 1b + Item 2 + Item 3)=						\$35,576.00	

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION

PROPERTY MANAGEMENT CONTRACT - REGION FIVE

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

BID FORM for Winsor Brook Property Advisors

Bid Item Numbers	Item Description	Estimated Number of Rental Properties Region 4	Estimated Number of Closed Properties Region 4	Estimated Number of Owned and Occupied Properties	Bid Amount % or \$ (written & numeric)	Calculation	Total per Item for Bidding Purposes
Item 1a	Management of Rented Properties	25	n/a	n/a	5.9 % (five and seventy four one hundredth percent)	800.00 rent per month x 12 months x 25 properties x Item 1a bid amount	\$14,160.00
Item 1b	Finder's Fee	25	n/a	n/a	(not a bid item)	\$800.00 finder's fee x 25 properties rented	\$20,000.00
Item 2	Management of Closed Properties including bi-weekly inspections	n/a	3	n/a	(not a bid item)	\$50.00 invoice x 12 months x 3 closed properties	\$1,800.00
Item 3	Management of Department owner/occupied Properties	n/a	n/a	0	\$400.00 (Four hundred dollars)	Item 3 bid Amount \$0.00 Management fee x 12 months x 0 Properties	0.0
GRAND TOTAL (\$) = (Item 1a + Item 1b + Item 2 + Item 3) =						\$35,960.00	

EXHIBIT C
SPECIAL PROVISIONS
FORM P37 (VERSION 1/09)

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 two hundred fifty thousand (\$250,00.00) dollars per claim and two million (\$2,000,000.00) dollars 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 two million (\$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 four hundred thousand (\$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 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

Date

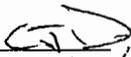
CSJ
4/11/14

EXHIBIT D
FINANCIAL REQUIREMENTS FOR MANAGEMENT COMPANY
(CONTRACTOR)

1. A Cash Disbursements Journal shall be maintained.
2. A Cash Receipts Journal shall be maintained.
3. A Payroll Register shall be maintained.
4. Bank deposits shall be made on a daily basis.
5. Expense receipts, vendor invoices, mileage logs and canceled checks 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.
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. Property management checks shall be signed only after they have been prepared and approved, and not before.
10. A minimum of two employees of the Contractor should be authorized to sign checks.
11. 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 State personnel: Chief of Property Management, Bureau of Right-of-Way Engineer, or Bureau of Right-of-Way Administrator.
12. 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.
13. All lease agreements used by the Contractor shall be provided by and/or approved by the Department.
14. All checking accounts shall be in a bank licensed to do business, operating in the State of New Hampshire, and approved by the New Hampshire Department of Treasury.
15. The Contractor shall perform credit 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

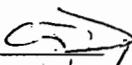
Date


24/11/14

16. The Contractor shall have a formal written policy and outlined procedures for collecting unpaid rent.
17. The Contractor shall pay all invoices in a timely manner to maximize cash discounts offered by vendors.
18. The Contractor shall have a formal written policy and outlined procedures for the collection, tracking and payment of property tax escrow for each property, and reporting of tax escrow accounting to the Department. The Contractor's outlined procedures shall be provided to the Department upon request
19. 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 pre-approved by the Department. The cost of the audit and the report will be at the Department's expense and shall be charged against the account funded by the Department and utilized by Contractor for the performance of required services. See Item 16 in Exhibit A.

Contractor Initials

Date


4/11/14

State of New Hampshire



Property Management Regions

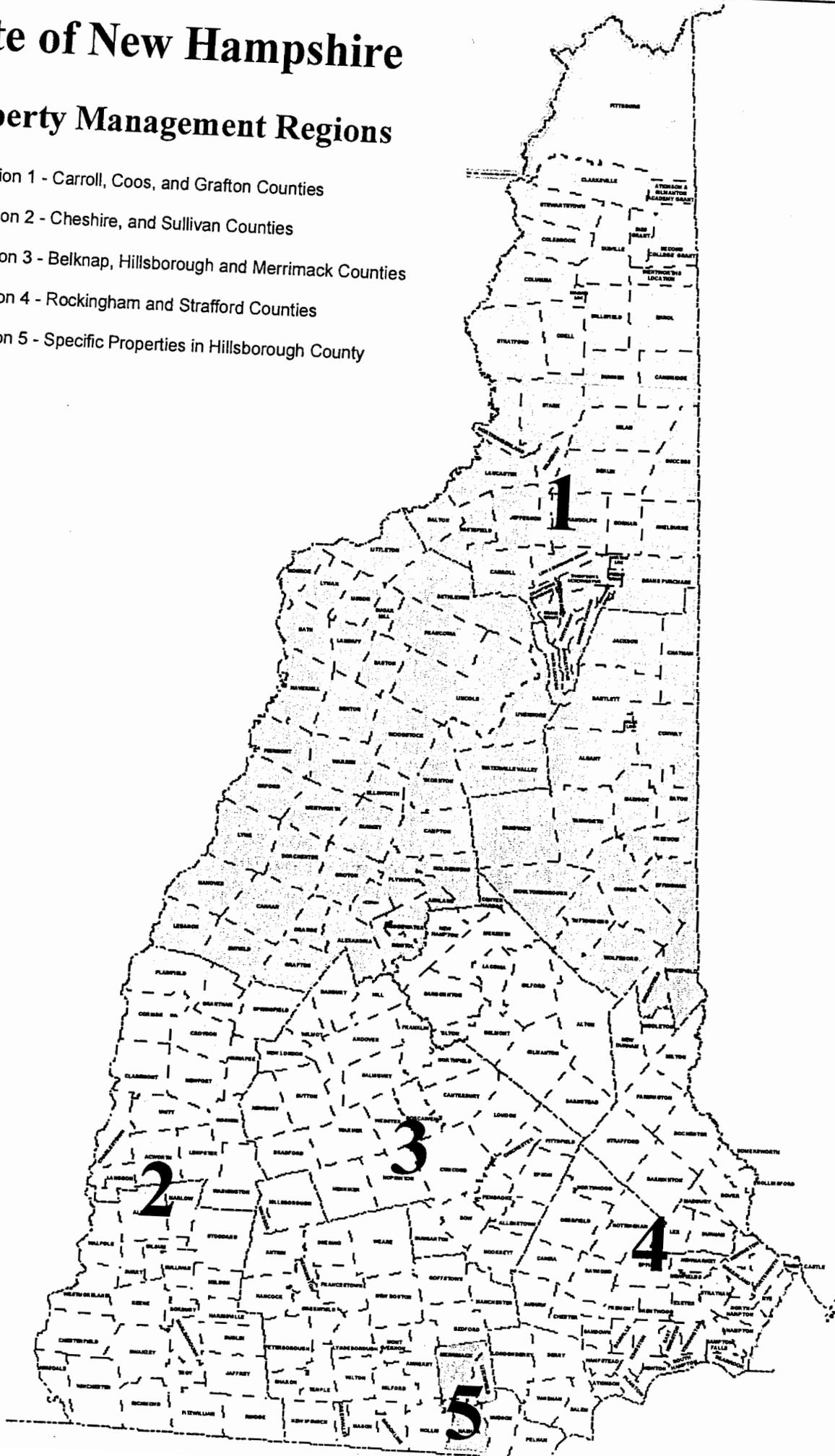
Region 1 - Carroll, Coos, and Grafton Counties

Region 2 - Cheshire, and Sullivan Counties

Region 3 - Belknap, Hillsborough and Merrimack Counties

Region 4 - Rockingham and Strafford Counties

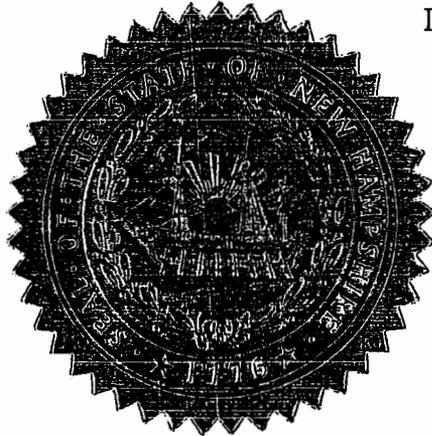
Region 5 - Specific Properties in Hillsborough County



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 Cityside Management Corp. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on January 4, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of May, A.D. 2014

William M. Gardner

William M. Gardner
Secretary of State

CITYSIDE MANAGEMENT CORP.

ACTION BY CONSENT
IN LIEU OF SPECIAL MEETING OF BOARD OF DIRECTORS

May 5, 2014

THE UNDERSIGNED, being the sole director of Cityside Management Corp. (the "Corporation"), hereby takes the following action in lieu of a special meeting of the Board of Directors:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, Department of Transportation for the provision of management services.

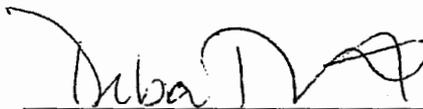
RESOLVED: That Christopher Dolloff is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments and any amendments, revisions or modifications thereto, as he may deem necessary, desirable or appropriate for the period of April 1, 2014 thru April 1, 2015.



Christopher J. Dolloff, Trustee of The Christopher Dolloff Revocable Trust of 2001 under a Declaration of Trust dated March 21, 2001, as amended.

STATE OF New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 5th day of May, 2014.



Notary Public ~~Justice of the Peace~~

DEBRA ROWLAND, Notary Public
My Commission Expires April 14, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/8/2014

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord St Nashua NH 03064		CONTACT NAME: Kimberly Gutekunst PHONE (A/C No, Ext): 603-882-2766 E-MAIL ADDRESS: kgutekunst@eatonberube.com FAX (A/C, No): 603-886-4230	
INSURED Cityside Management Corp. 186 Granite Street, Suite 301 Manchester NH 03101		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance INSURER B: Hartford Underwriters Ins Co INSURER C: Acadia Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1275214719

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		258732	1/1/2014	1/1/2015	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COM/OP AGG	\$2,000,000
							\$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y Y	810718K1771COF	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		PFSEX2673X078 CUA024091815	1/1/2014 1/1/2014	1/1/2015 1/1/2015	EACH OCCURRENCE	\$2,000,000
						AGGREGATE	\$2,000,000
						Excess Auto Liab	\$2,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	04WELH0757 WCA027339615	1/1/2014 1/1/2014	1/1/2015 1/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
A A	Crime Hired Auto Phys Damage		105814725 810718K1771COF	7/23/2012 1/1/2014	7/23/2015 1/1/2015	Employee Theft ERISA Included \$50,000	\$1,000,000 Retention \$10,000 \$500 comp/colli ded

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

CERTIFICATE HOLDER**CANCELLATION**
 State of NH-DOT
 7 Hazen Drive
 Concord NH 03302

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

Eric R Berube

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