



5A - 6/3/26

The State of New Hampshire
Department of Transportation



David Rodrigue, P.E.
Commissioner

Susan M. Klasen, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
May 13, 2026

Requested Action

1. Authorize the Department of Transportation to amend and extend contract with Innovision Realty Group, LLC. (Vendor #259028) of Goffstown, NH, for Statewide Property Management Service Agreement 43905 and extend the contract term by two (2) years from June 30, 2026 to June 30, 2028, effective upon Governor and Council approval.
2. Authorize the Department of Transportation to amend the original 2019 version of the State's Standard P-37 agreement to the revised 2023 version of the State's Standard P-37 agreement, effective upon Governor and Council approval.
3. Authorize the Department of Transportation to amend the Scope of Work – Payment Terms to increase Innovision staff labor rates and to create a new Monthly Maintenance Fee to ensure that Innovision Realty Group can properly manage and maintain these properties as the properties are vacated and prepared for sale, effective upon Governor and Council approval.

On June 29, 2022, the Governor and Council authorized the subject agreement (Item #68) in the amount of \$495,600 for the management of properties in Region 1 throughout the State for the period of July 1, 2022, through June 30, 2026.

Explanation

The Department of Transportation purchases residential and commercial properties needed for the 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. The properties currently managed under this contract are associated with projects that have been removed from the State Ten-Year Transportation Plan and will not be built. The Department no longer needs these properties and is currently disposing of them for sale.

1. The request to extend the contract completion date is due to the Department's active disposition of these properties and its intent to sell all of them within the next 24 months. In 2022, when this contract was approved, there were 33 rental properties assigned to it; currently, only 6 remain. Due to the Department's disposal efforts, it is unlikely that we will have any bidders if we attempt to bid on this contract. The current vendor, Innovision Realty Group, has agreed to this contract time extension.

2. The original contract used the State of New Hampshire 2019 version of the P-37 standard contract. Since then, a new 2023 version of the P-37 has been released. The amended changes are required to bring the original contract into the new 2023 version.

3. To properly manage the properties, the Department of Transportation engages with a property management company to oversight and maintenance. Specific regions have been delineated to assign properties and associated responsibilities, ensuring efficient and effective management. This agreement is associated with region 1 properties acquired for State Highway projects only. This contract will primarily be funded from the monthly rental income generated by the properties being managed.

However, a \$2,500 Monthly Fee, to be added to the payment structure, will offset the decline in the number of properties generating rental income as the Department disposes of them. This monthly Maintenance Fee will ensure that Innovision Realty Group can properly manage and maintain these properties as the properties are vacated and prepared for sale. This additional fee does not increase the overall agreement value approved at Governor and Council (Item #68) on June 29, 2022.

This Agreement has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed Agreement are on file with the Secretary of State's Office and the Department of Administrative Services, and, after Governor and Council approval, will be on file with the Department of Transportation.

It is respectfully requested that authority be given to amend that Agreement for the services as outlined above.

Sincerely,



David Rodrigue, P.E.
Commissioner

Attachments



STATE OF NEW HAMPSHIRE

Department of Transportation:

Innovision Realty Group, LLC

June 29, 2022, Item #68

AMENDMENT #1

INTRODUCTION

This Amendment is by and between Innovision Realty Group, LLC 470 Mast Road, Goffstown, NH 03045, (Vendor # 259028) (herein after referred to as "Contractor"), and the State of New Hampshire acting by and through the Department of Transportation.

WHEREAS, pursuant to an AGREEMENT(herein after referred to as the "Agreement"), approved by Governor and Council, on June 29, 2022 Item #68, Innovision Relay Group, LLC agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the New Hampshire Department of Transportation (herein after referred to as the "Department"), certain sums as specified therein:

WHEREAS, pursuant to the Agreement Section 17: Amendment and provisions of the Agreement, the Agreement may be modified amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Contractor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department and the Contractor wish to extend the completion date from June 30, 2026 to June 30, 2028;

WHEREAS, the Department and the Contractor seek to amend the Agreement.

NOW THEREFOR, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows;

The Agreement is hereby amended as follows:

AMENDMENT TO P-37 AGREEMENT

Amend GENERAL PROVISIONS box 1.7:

Original Contract Completion Date JUNE 30, 2026

By this letter, amended to JUNE 30, 2028

The original contract used the State of New Hampshire 2019 version of the P-37 standard contract. Since then, a new 2023 version of the P-37 has been released. The following changes are required to bring the original contract into the new 2023 version.

State of NH Contract
Date: 5/6/2024
Vendor's Initials: mld

Amend paragraph 5.2 to read:

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

Amend paragraph 5.4 to read:

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

Amend paragraph 6.2 to read:

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

Amend paragraph 6.3 to read:

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

Add a new paragraph 6.4:

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

Amend paragraph 7.2 to read:

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Delete paragraph 7.3

Delete paragraph 8.3

State of NH Contract

Date: 5/6/2014

Vendor's Initials: ml

Amend paragraph 9.2 by deleting the line:

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 B.

Amend paragraph 10.1:

In line one, replace the word "data" with the word "Property"

Amend paragraph 10.3 to read:

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91 A and/or other applicable law. Disclosure requires prior written approval of the State.

Amend paragraph 12.1 to read:

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

Amend paragraph 12.2 to read:

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

Add paragraph 12.3:

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

Add paragraph 12.4:

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

Amend Section 13 to read:

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct,

State of NH Contract

Date: 5/6/2020

Vendor's Initials: med

or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Add Section 16:

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

Amend heading of Section 16. NOTICE to read:

17. NOTICE

Amend heading of Section 17. AMENDMENT to read:

18. AMENDMENT

Amend Section 18. CHOICE OF LAW AND FORUM to read:

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

Amend Section 20 THIRD PARTIES to read:

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

Amend heading of Section 21. HEADINGS to read:

22. HEADINGS

Amend Section 22. SPECIAL PROVISIONS to read:

23. SPECIAL PROVISIONS

State of NH Contract
Date: 5/6/2026
Vendor's Initials: mlc

Add Section 24:

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

Amend heading of Section 24. SEVERABILITY to read:

25. SEVERABILITY

Amend Section 25. ENTIRE AGREEMENT to read:

26. ENTIRE AGREEMENT

AMENDMENTS TO SCOPE OF WORK EXHIBITS

Amend EXHIBIT B – SCOPE OF WORK page 2, delete paragraph 5.

5. Keep a running inventory of all department-owned appliances, fixtures, and equipment located in each assigned Rental Property or elsewhere, including make, model, and serial numbers. The inventory shall also list the property location in which the appliance is placed, and where the equipment is located or stored, and such inventory list shall be submitted to the Department in an annual report at the end of each state fiscal year (June 30th).

Amend EXHIBIT B – SCOPE OF WORK page 3 paragraph 6 to read:

Replace \$500 in line one with \$1,250

Amend EXHIBIT B – SCOPE OF WORK page 7 paragraph 18 (b) to read:

Replace both references to \$500 to \$1,250

Amend EXHIBIT B-I – SCOPE OF WORK FINANCIAL REQUIREMENTS page 8 paragraph 5 to read:

Delete "mileage logs" from the paragraph.

Amend EXHIBIT B-I – SCOPE OF WORK FINANCIAL REQUIREMENTS page 8 paragraph 8 to read:

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. Upon request the Contractor shall provide copies of repair invoices.

Amend EXHIBIT B-I – SCOPE OF WORK FINANCIAL REQUIREMENTS page 8 paragraph 10 to read:

State of NH Contract

Date: 5/16/2024

Vendor's Initials: med

10. For checks exceeding \$5,000, the Contractor shall notify the Department, Bureau of Right-of-Way of the amount, the payee and the reason for the expenditure within 5 days of the check issuance.

Amend EXHIBIT B-I – SCOPE OF WORK FINANCIAL REQUIREMENTS page 8 paragraph 13 to read:

13. All checking accounts shall be in a bank licensed to do business in the State of New Hampshire.

Amend EXHIBIT B-I – SCOPE OF WORK FINANCIAL REQUIREMENTS page 8 add paragraph 19:

19. The Contractor shall submit a proposal prior to opening any accounts that explains how they will protect these accounts against fraud utilizing items like positive pay/payee or equivalent.

Amend EXHIBIT C – PAYMENT TERMS page 10 paragraph 1 (c):

Amend lead maintenance personnel hourly rate from (eighty five dollars) \$85.00/hour to read (one hundred twenty five dollars) \$125.00/hour.

Amend assistant lead maintenance personnel from (forty five dollars) \$45.00/hour to read (sixty five dollars) \$65.00/hour.

Innovision will bill at the new agreed upon hourly maintenance rate for coordination of required quotes, communication with vendors, and management of maintenance projects.

Amend EXHIBIT C – PAYMENT TERMS page 10, add paragraph 4:

4. Monthly Fee: \$2,500/month for administrative duties. Duties included in this fee shall include but not be limited to the following:

- Inspections of occupied properties
- Updating insurance policies for vacant and occupied properties.
- Increased time to prepare properties for disposal.
- Increased communications with tenants, realtors, and NHDOT.
- Increased management responsibilities to ensure properties are vacated and cleaned out prior to the properties being listed for sale
- Additional time for paying utility bills, refunding security deposits.

State of NH Contract

Date: 5/6/2016

Vendor's Initials: med

TABLE 1: AMENDMENT DETAILS	
Part 1 Form P-37 General Provisions	AMENDED TEXT
Section Number General Provisions, section 1.7	Extend the Completion Date from June 30, 2022 to June 30, 2028.
Section Number General Provisions, sections 5-26	Amend Original P-37 (2019 version) to reflect P-37 (2023 version)
Section Number Scope of Work Exhibits	Amend original scope of work requirements to meet State requirements as well as amend the original payment structure to meet current operating requirements.

TABLE 2: CONTRACT HISTORY				
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	AMENDMENT DATE	COMPLETION DATE	CONTRACT AMOUNT
G&C Item #68	Original Contract	June 30, 2022	June 30, 2026	\$495,600
	1st Amendment	TBD	June 30, 2028	
Contract Total				\$495,600

State of NH Contract
 Date: 5/16/2024
 Vendor's Initials: mla

CONTRACTOR

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 of the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hand as of the day and year first above written.

Michelle Demerjain
Michelle Demerjain, Manager
Innovision Realty Group, LLC

Date: 5/6/2026

STATE OF NEW HAMPSHIRE

Tobey Reynolds
Tobey Reynolds, Director of Project Development
State of New Hampshire, Department of Transportation

Date: 5/6/26

The proceeding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General

[Signature]
State of New Hampshire, Department of Justice

Date: 05/12/2026

I hereby certify that the forgoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

State of New Hampshire, Department of Administration

Date: _____

State of NH Contract
Date: 5/6/2026
Vendor's Initials: med

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0007912368



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2026.

A handwritten signature in black ink, appearing to read "D. Scanlan".

David M. Scanlan
Secretary of State



April 24, 2026

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

Re: COMPANY AUTHORIZED SIGNATORIES
INNOVISION REALTY GROUP, LLC

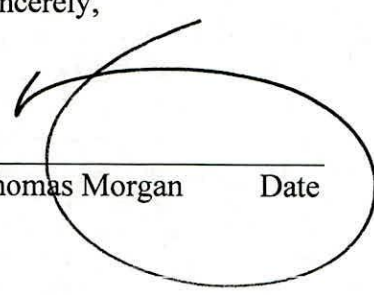
To Whom it May Concern;

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.

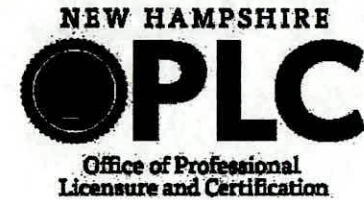
If you require any additional information, please contact us. Thank you.

Sincerely,



Thomas Morgan Date

 4/24/2026
Michelle Demirjian Date



State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

Real Estate Commission

Pursuant to RSA 310:8, I - this is to certify that

Thomas C Morgan

is licensed to practice as a(n)

Principal Broker

LICENSE NO. 043336

EXPIRATION DATE: 12/18/2026

Always verify licenses online at <https://forms.nh.gov/licenseverification/>