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*State of New Hampshire*  
OFFICE OF LEGISLATIVE BUDGET ASSISTANT  
State House, Room 102  
Concord, New Hampshire 03301

STEPHEN C. SMITH, CPA  
Director, Audit Division  
(603) 271-2785

December 2, 2015

To Members of the Long Range Capital  
Planning and Utilization Committee

The Long Range Capital Planning and Utilization Committee, as established by RSA 17-M, of which you are a member, will hold a special meeting on **Wednesday, December 9, 2015, at 9:30 a.m.** in Room 201 of the Legislative Office Building.

Please find attached information to be discussed at this meeting

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Kane".

Michael W. Kane  
Legislative Budget Assistant

MWK/pe  
Attachments

**LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE**  
**AGENDA**

Wednesday, December 9, 2015 at 9:30 a.m. in Room 201 of the Legislative Office Building

(1) **Acceptance of Minutes** of the November 17, 2015 meeting

(2) **Old Business:**

**RSA 4:39-b Approval of State Agency Leases Exceeding 5 Years:**

**LRCP 15-036 Additional Information Department of Education** – request, dated November 20, 2015, for Committee consideration in scheduling a meeting for request LRCP 15-036 – seeking approval of a ten-year lease agreement, effective December 16, 2015, with Brady Sullivan Keene Properties, LLC, 670 Commercial Street, Manchester, NH 03101, for 3,536 square feet of space to be provided in an existing building located at 149 Emerald Street, Keene, NH, with occupancy and rental payments commencing on March 1, 2016, providing time for fit-up, with an end date of February 28, 2026, for a total lease cost of \$671,840.00, for the schedule of annual rent as specified in the request dated November 3, 2015. **Tabled 11/17/15**

**RSA 4:40 Disposal of Real Estate:**

**LRCP 15-035 Department of Resources and Economic Development** – request authorization to surplus an undeveloped 1.5 acre parcel of “Greenfield State Park” in the Town of Greenfield to Vestige Properties Inc. dba New England Forest Products (NEFP), in exchange for an undeveloped 1.5 acre parcel from Barbara C. Harris Camp (BCHC), also in the Town of Greenfield, at no cost, and further authorization to accept the \$1,100 Administrative Fee for deposit into the Forest Improvement Fund, subject to the conditions as specified in the request dated October 19, 2015. **Tabled 11/17/15**

(3) **New Business:**

**RSA 4:39-b Approval of State Agency Leases Exceeding 5 Years:**

**LRCP 15-040 Department of Health and Human Services** – request approval of a ten-year new lease agreement, effective January 15, 2016, with Airtight IV, LLC, 670 Commercial Street, Manchester, NH 03101, for approximately 29,802 square feet of space to be provided in an existing facility located at 1050 Perimeter Road, Manchester, NH, with occupancy and rental payments commencing on April 1, 2016, following completion of all construction as specified, with an end date of March 31, 2026, for a total lease cost of \$5,960,400.00, for the schedule of annual rent and subject to the conditions as specified in the request dated November 23, 2015

**LRCP 15-041 Department of Health and Human Services** – request approval of a ten-year renewal lease agreement, effective January 1, 2016, with Forty Terrill Park Drive, LLC c/o CPManagement, Inc., Eleven Court Street, Exeter, NH 03833, for approximately 25,588 square feet of space to be provided in an existing building located at 40 Terrill Park Drive, Concord, NH, with occupancy and rental payments commencing on January 1, 2016, with an end date of December 31, 2025, for a total lease cost of \$5,851,207.96, for the schedule of annual rent and subject to the conditions as specified in the request dated November 23, 2015

(4) **Miscellaneous:**

(5) **Informational:**

(6) **Date of Next Meeting and Adjournment**

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE  
MINUTES

November 17, 2015

The Long Range Capital Planning and Utilization Committee met on Tuesday, November 17, 2015 at 10:30 a.m. in Room 201 of the Legislative Office Building.

Members in attendance were as follows:

Representative Gene Chandler, Chairman  
Representative John Cloutier, Clerk  
Representative Mark McConkey  
Representative David Danielson  
Representative Edmond Gionet, Alternate  
Senator David Boutin, Vice Chairman  
Senator Regina Birdsell  
Senator Nancy Stiles  
Meredith Telus, Governor's Office

Michael Connor, Department of Administrative Services

Representative Chandler called the meeting to order at 10:33 a.m.

ACCEPTANCE OF MINUTES:

On a motion by Senator Boutin, seconded by Senator Stiles, that the minutes of the August 4, 2015 meeting be accepted as written. MOTION ADOPTED. (7-Yes, 1-Abstain)

NEW BUSINESS:

RSA 4:39-b APPROVAL OF STATE AGENCY LEASES EXCEEDING 5 YEARS:

LRCP 15-036 Department of Education – On a motion by Senator Boutin, seconded by Representative Danielson, that the Committee table the request of the Department of Education for approval of a ten-year lease agreement, effective December 16, 2015, with Brady Sullivan Keene Properties, LLC, 670 Commercial Street, Manchester, NH 03101, for 3,536 square feet of space to be provided in an existing building located at 149 Emerald Street, Keene, NH, with occupancy and rental payments commencing on March 1, 2016, providing time for fit-up, with an end date of February 28, 2026, for a total lease cost of \$671,840.00, for the schedule of annual rent as specified in the request dated November 3, 2015. MOTION ADOPTED.

The item was tabled as no one from the Department of Education was present to speak to the request.

RSA 4:39-c DISPOSAL OF HIGHWAY OR TURNPIKE FUNDED REAL ESTATE:

LRCP 15-033, LRCP 15-034, LRCP 15-037 and LRCP 15-038 Department of Transportation – On a motion by Senator Boutin, seconded by Senator Stiles, that the Committee



approve as a block the items as submitted by the Department of Transportation. MOTION ADOPTED. (LRCP 15-033 Department of Transportation – authorization to transfer a 0.30 +/- of an acre permanent waterline easement over a parcel of State owned property located on the westerly side of NH Route 16 in Errol to Dixville Capital, LLC in exchange for a 4.28 +/- acre parcel along with a 50 foot wide Right-of-Way access to the Department of Transportation over additional property owned by Dixville Capital, LLC located on the northerly side of NH Route 26 in the Unincorporated Place of Dixville and the Town of Colebrook, at no cost, and waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated August 21, 2015, LRCP 15-034 Department of Transportation – authorization to release the condition that states that the parcel “will not be used for development purposes” from a deed restriction that was placed on a 1.3 acre parcel of land formerly owned by the Department of Transportation and now owned by Seacoast Crossroads Realty Company, LLC located in the Town of Hampton, directly to Seacoast Crossroads Realty Company, LLC for \$71,100, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated September 2, 2015, LRCP 15-037 Department of Transportation – authorization to sell a portion of the NH Route 88 Limited Access Right of Way consisting of 2.1 +/- acres located on the northeasterly corner of NH Route 88 and NH Route 27 in the Town of Exeter directly to the San Juan Realty Trust for \$111,100, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated October 27, 2015, and LRCP 15-038 Department of Transportation – authorization to sell a 2.6 +/- acre parcel of State owned land located between the easterly side of Timber Swamp Road and the westerly side of Interstate 95 in the Town of Hampton directly to the New Hampshire Department of Administrative Services for \$321,100, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated October 29, 2015)

#### RSA 4:40 DISPOSAL OF REAL ESTATE:

LRCP 15-035 Department of Resources and Economic Development – On a motion by Representative Danielson, seconded by Senator Birdsell, that the Committee table the request of the Department of Resources and Economic Development to surplus an undeveloped 1.5 acre parcel of “Greenfield State Park” in the Town of Greenfield to Vestige Properties Inc. dba New England Forest Products (NEFP), in exchange for an undeveloped 1.5 acre parcel from Barbara C. Harris Camp (BCHC), also in the Town of Greenfield, at no cost, and further authorization to accept the \$1,100 Administrative Fee for deposit into the Forest Improvement Fund, subject to the conditions as specified in the request dated October 19, 2015. MOTION ADOPTED.

The item was tabled as no one from the Department of Resources and Economic Development was present to speak to the request.

New Hampshire Employment Security, November 16, 2015 through the Office of Legislative Budget Assistant, requested to withdraw request LRCP 15-039 – seeking approval to enter into a marketing agreement with NAI Norwood Group, 116 South River Road, Bedford, NH, for a term of up to one year, to sell: • 298 Hanover Street, Manchester, NH, a parcel containing 0.15 +/- acres of land with one building of approximately 9,559 square feet containing a mix of offices, training rooms, and utility spaces, for a price to be determined at a later date with further approval of the Committee, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee’s current policy guidelines and that the right of first refusal be

treated in the customary manner; • 436 Maple Street, Manchester, NH, a parcel containing 0.16 +/- acres utilized as a parking lot, for a price to be determined at a later date with further approval of the Committee, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines and that the right of first refusal be treated in the customary manner; and • 300 Hanover Street, Manchester, NH, containing four (4) parcels of land totaling 1.18 +/- acres with one building of approximately 20,360 square feet containing a mix of offices, conference rooms, and utility spaces and parking, for a price at or above \$1,400,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines and that the right of first refusal be treated in the customary manner, as specified in the request dated November 10, 2015 (This request (LRCP 12-042) was originally approved by the Committee September 18, 2012, and subsequently amended (LRCP 12-059) on November 14, 2012). WITHDRAWN BY AGENCY.

INFORMATIONAL:

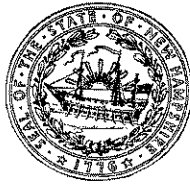
The informational materials were accepted and placed on file.

DATE OF NEXT MEETING AND ADJOURNMENT:

The next regular meeting of the Long Range Capital Planning and Utilization Committee is at the Call of The Chair. (Whereupon the meeting adjourned at 10:40 a.m.)

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Representative John R. Cloutier, Clerk



## LRCP 15-036 Additional Information

Virginia M. Barry, Ph.D.  
Commissioner of Education  
Tel. 603-271-3144

Paul K. Leather  
Deputy Commissioner  
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
FAX 603-271-1953  
Citizens Services Line 1-800-339-9900

November 20, 2015

Representative Gene Chandler  
Chairman, Capital Budget Overview Committee  
Legislative Office Building, Room 201  
Concord NH 03301

Dear Chairman Chandler:

This is a follow up to an item, LRCP 15-036 that was tabled on November 17, 2015 as the Department's representative failed to attend. This was an unfortunate error due to a misunderstanding of the meeting date by the Department's representative. Please accept our sincere apologies for any inconvenience that this may have caused the Committee.

This is a critical item that involves public health safety for the Department's employees in the Keene Vocational Rehabilitation Regional Office. The current leased property, 103 Roxbury Street, Keene, experienced a sewage flood in late August rendering the office space uninhabitable. Airborne fungi spore testing and surface growth testing was conducted and found to be above acceptable levels. The employees are currently sharing office space in the Keene Employment Security Office. The tabled item is for a ten-year lease for property located at 149 Emerald Street, Keene. Approval of this lease will provide the opportunity to relocate the Vocational Rehabilitation employees into a safe environment.

We have worked closely with Risk Management and the Attorney General's office to ensure that the health and safety of the employees are being met.

Therefore, we request your consideration to schedule a meeting at the earliest convenience given the heightened importance of this matter. Please do not hesitate to contact me at any time.

Sincerely,

A handwritten signature in cursive script that reads "Virginia M. Barry".

Virginia M. Barry, Ph.D.  
Commissioner of Education

VMB:PB



Virginia M. Barry, Ph.D.  
Commissioner of Education  
Tel. 603-271-3144

Paul Leather  
Deputy Commissioner of Education  
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
FAX 603-271-1953  
Citizens Services Line 1-800-339-9900

November 3, 2015

The Honorable Gene Chandler, Chairman  
Long Range Capital Planning and Utilization Committee  
L.O.B. – Room 201  
Concord, New Hampshire 03301

#### **REQUESTED ACTION**

Pursuant to NH RSA 4:39b, the Department of Education, Division of Career Technology and Adult Learning, Bureau of Vocational Rehabilitation (the "Tenant"), requests approval of the attached ten-year lease agreement with Brady Sullivan Keene Properties, LLC, 670 Commercial Street, Manchester, NH. 03101 (the "Landlord") for 3,536 square feet of space to be provided in an existing building located at 149 Emerald Street, Keene, NH. The effective date of the agreement will be December 16, 2015 with occupancy and rental payments commencing ten (10) weeks later (providing time for fit-up) on March 1, 2016, and expiring ten (10) years later on February 28, 2026.

#### **EXPLANATION**

The Department wishes to enter into the enclosed ten-year lease agreement. Approval of the proposed lease will authorize the "fit-up" and provision of a new Vocational Rehabilitation Keene Regional Office space within an existing, multi-tenant commercial/industrial facility, located at 149 Emerald Street, Keene, NH. Upon completion of renovation, approximately 3,536 square feet of fully "wheelchair accessible" office space will be provided and will include a secure open office area for nine staff, two interview rooms, a training room, a secure reception area, a conference room, a staff lounge and a client entrance and waiting area. The proposed space will replace the current Vocational Rehabilitation Keene Regional Office, located at 103 Roxbury Street, Keene, NH.

The Department of Education initiated a Request for Proposal (RFP) in an effort to determine the current market rate per square foot in the Keene area and to search for new office space. At present, there are no current or long-term plans to move Vocational Rehabilitation into any existing State owned facility or to fund construction of a new State owned facility.

The Honorable Gene Chandler, Chairman  
Long Range Capital Planning and Utilization Committee  
November 3, 2015  
Page 2 of 2

During the last nine months, the Department initiated a Request for Proposal (RFP) space searches for the Vocational Rehabilitation Keene Regional Office. The Request for Proposal (RFP) was issued on January 30, 2015 and procured two "letters of interest" offering leasehold office spaces. Both of the properties offered moved forward and met the criteria to enter into Phase II Design Development of the Request for Proposal (RFP) process which produced the following proposals:

- Brady Sullivan Keene Properties, LLC: Offered a ten-year lease for 3,536 square feet of renovated space located at 149 Emerald Street, Keene, NH.
- Chris J. Tasoulas Realty: Offered a ten-year lease for 4,400 square feet at our current location, 103 Roxbury Street, Keene, NH.

Both of the proposals were evaluated to determine which proposal most closely matched the specified criteria at the lowest cost.


Brady Sullivan Keene Properties, LLC offered the most attractive offer for a ten-year "full gross" lease, excluding janitorial services, for 3,536 square feet of renovated office space located at 149 Emerald Street, Keene, NH. The ten year lease proposal was offered at \$671,840.00 total for the ten-year term, \$67,184.00 year one, with 0% annual escalation thereafter. The proposed rent includes provision of all fit-up. The proposed site is an existing office/commercial/industrial facility located in Keene, NH, with public transportation access and adequate parking.

Chris J. Tasoulas Realty offered a ten-year "full gross" lease, including all costs and services, for 4,400 square feet of renovated office space located at 103 Roxbury Street, Keene, NH, our current location. The ten-year lease proposal was offered at \$749,345.76 total for the ten-year term, \$73,450.80 year one with a 1% escalation in alternate years. The proposed rent includes provision of all fit-up. The proposed site is an existing office/commercial facility located in Keene, NH with public transportation access and adequate parking.

Brady Sullivan Keene Properties, LLC's ten-year lease proposal was selected due to its comparatively low cost and conformance to the Request for Proposal Specifications which required the provision of fully accessible space for persons with disabilities, and adequate space for secure staff office space. See "Attachment A" for disclosure of the ten-year rental schedule.

The Office of the Attorney General has reviewed and approved this lease agreement; your favorable consideration is requested.

Respectfully submitted,

  
Virginia M. Barry, Ph.D.  
Commissioner of Education

## Attachment A: Rental Schedule

### Rent for Tenant's Ten Year Term:

Year	Effective Dates	Cost per SF	Annual Cost	% Escalation
1	03/01/16 - 02/28/17	\$19.00	\$ 67,184.00	0%
2	03/01/17 - 02/28/18	\$19.00	\$ 67,184.00	0%
3	03/01/18 - 02/28/19	\$19.00	\$ 67,184.00	0%
4	03/01/19 - 02/28/20	\$19.00	\$ 67,184.00	0%
5	03/01/20 - 02/28/21	\$19.00	\$ 67,184.00	0%
6	03/01/21 - 02/28/22	\$19.00	\$ 67,184.00	0%
7	03/01/22 - 02/28/23	\$19.00	\$ 67,184.00	0%
8	03/01/23 - 02/28/24	\$19.00	\$ 67,184.00	0%
9	03/01/24 - 02/28/25	\$19.00	\$ 67,184.00	0%
10	03/01/25 - 02/28/26	\$19.00	\$ 67,184.00	0%
<b>TOTAL</b>			<b>\$ 671,840.00</b>	

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
BUREAU OF PLANNING AND MANAGEMENT  
STANDARD LEASE AGREEMENT

1. Parties to the Lease:

This indenture of Lease is made this 17 day of Aug. 2015, by the following parties:

1.1 The Lessor (who is hereinafter referred to as the "Landlord") is:

Name: Brady Sullivan Keene Properties LLC

(individual or corporate name)

State of Incorporation: NH

(if applicable)

Business Address: Brady Sullivan Properties, 670 Commercial Street

Street Address (principal place of business)

Manchester

NH

03101

(603) 622-6223

City

State

Zip

Telephone number

1.2 The Lessee (who is hereinafter referred to as the "Tenant") is: THE STATE OF NEW HAMPSHIRE,  
acting by and through its Director or Commissioner of:

Department Name: Department of Education, Division of Adult Learning and Rehabilitation

Address: 21 South Fruit Street, Suite 20

Street Address (official location of Tenant's business office)

Concord,

NH

03301

(603) 271-3802

City

State

Zip

Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

Location of Space to be leased: 149 Emerald Street, (Center at Keene) Suite T

(street address, building name, floor on which the space is located, and unit/suite # of space)

Keene

NH

03431

City

State

Zip

The demise of the premises consists of: 3,536


(provide square footage of the leased space)

The Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. "Demise Documentation" has been provided which includes accurate floor plans depicting the Premises showing the extent of the space for the Tenants' exclusive use and all areas to be used in common with others, together with site plan showing all entrance to the Premises and all parking areas for the Tenant's use; these documents have been reviewed, accepted, agreed-to and signed by both parties and placed on file, and shall be deemed as part of the lease document.

3. Effective Date; Term; Delays; Extensions; and Conditions upon Commencement:

3.1 Effective Date: The effective dates of Agreement shall be:

Commencing on the 16th day of December, in the year 2015, and ending on the  
28th day of February, in the year 2026, unless sooner terminated  
in accordance with the Provisions hereof.

Landlord Initials: 

Date: 8-17-15

**3.2 Occupancy Term:** Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of Ten (10) year(s) commencing on the 1<sup>st</sup> day of March in the year 2016, unless sooner terminated in accordance with the Provisions hereof.

**3.3 Delay in Occupancy and Rental Payment Commencement:** In the event of the Effective Date of the Agreement being prior to that which is set forth for Occupancy Term in 3.2. herein, commencement of the Tenant's occupancy of the Premises and payment of rent shall be delayed until construction and/or renovation of the Premises is complete and a copy of the "Certificate of Occupancy" (if said certificate is required by the local code enforcement official having jurisdiction) for the Premises has been delivered to the Tenant; the parties hereto agree this shall be upon the date set forth in 3.2 Occupancy Term herein. Upon this date the Tenant shall commence payment of rent in conformance with the terms and conditions herein and as set forth in the Schedule of Payments included and attached hereto as "Exhibit A". Notwithstanding the foregoing, commencement of occupancy and rental payments shall be further conditioned upon all other terms and conditions set forth in the Agreement herein.

A) "Completion" defined as "Substantial Completion": Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by both Parties that "complete" shall mean "substantially completed". "Substantial Completion" is defined as no leasehold improvement deficiencies that would unreasonably adversely affect the Tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies unreasonably adversely affect the Tenant's business operation. Notwithstanding the foregoing, nothing shall relieve the Landlord from their responsibility to fully complete all agreed renovations set forth or attached hereto.

**3.4 Extension of Term:** The Tenant shall have the option to extend the Term for (number of options) N/A Additional term(s) of N/A year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

**3.5 Conditions on the Commencement and Extension of Term:**

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of any Term, and any amendment or extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

**4. Rent:**

**4.1 Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: (insert month, date and year) March 1, 2016

The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit A".

**4.2 Taxes and other Assessments:** The Landlord shall be responsible for, and pay for, all taxes and other assessment(s) applicable to the Premises.

Landlord Initials: [Signature]

Date: 8-17-15



**5. Conditional Obligation of the State:**

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant 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 Tenant 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 Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

**6. Utilities:** *Select one of the following standard clauses specifying the party(s) responsible for the provision of utilities indicating the applicable clause with an "x". If neither clause provides an adequate or accurate explanation provide a detailed explanation as a "Special Provision" in "Exhibit D" herein.*

- ☐ The Landlord shall furnish all utilities and the Tenant shall remit reimbursement for their provision no later than thirty (30) days after receipt of Landlord's copy of the utility invoice(s). Any exceptions to the forgoing specifying certain utilities which the Landlord will provide with no reimbursement payment from the Tenant shall be listed in the space below:

Exceptions: \_\_\_\_\_

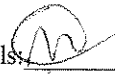
**OR:**

- ☒ The Landlord shall at their own and sole expense furnish all utilities, the Tenant shall make no reimbursement. Any exceptions to the forgoing specifying certain utilities that the Tenant shall be responsible for arranging and making direct payment to the provider thereof shall be listed in the space below:

Exceptions: Tenant shall be solely responsible for provision and cost of: telecommunications,  
data services, and security system installation and service.

**6.1 General Provisions:** The Landlord agrees to furnish heat, ventilation and air-conditioning to the Premises in accordance with current industry standards as set forth by the American Industrial Hygiene Association or AIHA and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHRAE during the Tenant's business hours, the indoor air temperature of the Premises shall range from 68° F to 75° F during the winter, and 69° F to 76° F in the summer; if humidity control is provided relative humidity in the Premises shall range from 30% to 60%. During the Tenant's business hours heating, ventilation and air-conditioning shall also be provided to any common hallways, stairways, elevators and lavatories which are part of the building to which the Premises are a part. The Tenant agrees that provision of heating, ventilation and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHRAE and AIHA standards, and in conformance with the provisions of Section 8 "Maintenance and Repair" herein, and in a manner sufficient to provide consistent compliance with the State of New Hampshire's Clean Indoor Air Standards" (RSA 10:B). If the premises are not equipped with an air handling system that provides centralized air-conditioning or humidity control the provisions set forth herein regarding these particular systems shall not apply.

**6.2 Sewer and Water Services:** The Landlord shall provide and maintain in good and proper working order all sewer and water services to the Premises. Provision of said services shall include payment of all charges, expenses or fees incurred with provision of said services. All sewer and water services shall be provided and maintained in conformance with all applicable regulatory laws and ordinances.

Landlord Initials: 

Date: 8-17-15

**6.3 Electrical and Lighting:** The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

**7. Use of Premises:**

The Tenant shall use the premises for the purpose of:

Providing a regional office for the Division of Adult Learning and Rehabilitations'

"Vocational Rehabilitation

and for any other reasonable purposes that may arise in the course of the Tenant's business.

**8. Maintenance and Repair by the Landlord:**

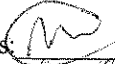
**8.1 General Provisions:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises or any appurtenance thereto, which may become necessary during the Term or any extension or amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of any existent roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

**8.2 Maintenance and Repair of Broken Glass:** The Landlord shall replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.

**8.3 Recycling:** The Landlord shall cooperate with the Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

**8.4 Window Cleaning:** The Landlord shall clean both the exterior and interior surfaces of all windows in the Premises annually. Window cleaning shall be completed no later than July 1<sup>st</sup> of every year.

**8.5 Snow Plowing and Removal:** The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours of 8:00 a.m. each work weekday, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow

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and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1<sup>st</sup> of each year.

**8.6 Parking Lot Maintenance:** Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:

- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
- B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
- C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.


**8.7 Site Maintenance:** Landlord shall maintain and provide as follows:

- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.
- D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control and removal of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

**8.8 Heating Ventilation and Air Conditioning (HVAC):** The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with the standards set forth by the State of New Hampshire NH "Clean Indoor Air" act (RSA 10:B) and in accordance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.

**A) Maintenance of Air Quality Standards:** In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency, including objective analysis of the indoor air quality.

**B)** Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.

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- C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.

**8.9 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc:**

Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report.

**8.10 Interior finishes and surfaces:**

Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.


**8.11 Janitorial Services:** Provision of janitorial services to the Premises shall be as described below, and as specified in a schedule of services that shall be attached as "Exhibit B" hereto.

☐ Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit B hereto.

**OR:**

☒ Janitorial Services shall be provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit B hereto.

**8.12 Failure to Maintain, Tenant's Remedy:** If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within ten (10) calendar days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

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**9. Manner of Work, Compliance with Laws and Regulations:** All new construction, renovations and/or alterations to existing buildings, hereinafter known as "work" shall conform to the following:

All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent floor plans, specifications, and schedules; which together shall be called the "Tenant's Design-Build Documents". The Tenant's finalized version of the Design-Build Documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document.

**9.1 Barrier-Free Accessibility:** No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally Barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275 C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 "Minimum Requirements" (for new construction).

**9.2 Work Clean Up:** The Landlord or Tenant, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.

**Section 9.3: Deleted**

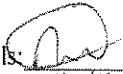
**9.3 ~~State Energy Code:~~** ~~New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.~~

**9.4 Alterations, etc.:** The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.

**9.5 Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.

**10. New construction, Additions, Renovations or Improvements to the Premises:**

The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be provided in conformance with the provisions set forth in Section 9 herein and in conformance with the Tenant's Design-Build specifications and plans which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. It shall be the Landlord's responsibility to provide any and all necessary construction drawings and/or specifications, inclusive (if required for conformance with applicable permitting process) of provision of licensed architectural or engineering stamp(s), and abiding by all review and permitting processes required by the local code enforcement official having jurisdiction. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

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**10.1 Provision of Work, etc.:** Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.

A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements, or be paid in accordance with a payment schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit A "Schedule of Payments" herein and be listed as a separate section to the Schedule of Payments.

**10.2 Schedule for Completion:** All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

**10.3 Landlord's Delay in Completion; Failure to Complete, Tenant's Options:** If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or

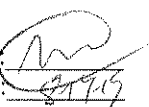
B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or

C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or

D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

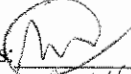
**11. Quiet Enjoyment:** Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.

**12. Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

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- 13. Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
- 14. Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
- 15. Insurance:** During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described 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. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.
- 15.1 Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant 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 Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 16.1 Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.
- 16.2 Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. 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.

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**17. Fire, Damage and Eminent Domain:** The Tenant and Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises, or the property to which they are a part, be substantially damaged by fire or other peril, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.

**17.1 Landlord's Repair:** In the event of damage to the Premises that can be repaired within ninety (90) days:

- A) No later than five (5) days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; and,
- B) The Landlord shall thereupon expeditiously, at their sole expense and in good and workmanlike manner, undertake and complete such repairs that are necessary to restore the Premises to its previous condition.
- C) The Landlord shall provide alternate temporary space for the Tenant until such time that the Premises are restored to a condition that is substantially suitable for the Tenant's intended use. Alternate temporary space is subject to the acceptance of the Tenant. Should said temporary space provide less square footage and/or limited services for the Tenant's use, a proportionate abatement of the rent shall be made.

**17.2 Tenant's Remedies:** In the event the Premises cannot be repaired within ninety (90) days of said fire or other cause of damage, or the Tenant is unwilling or unable to wait for completion of said repair, the Tenant may, at its sole discretion, terminate the agreement herein effective as of the date of such fire or damage, without liability to the Landlord and without further obligation to make rental payments.

**17.3 Landlord's Right To Damages:** The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.

**18. Event of Default; Termination by the Landlord and the Tenant:**

**18.1 Event of Default; Landlord's Termination:** In the event that:

- A) **Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or
- B) **Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observance of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

**18.2 Landlord's Default: Tenant's Remedies:** In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.

**18.3 Rights Hereunder:** The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

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19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.

**20. Hazardous Substances:**

20.1 **Disclosure:** The Landlord warrants that to their knowledge and belief, the Premises are free of present or potential contamination which may impact the health or safety of the occupants; examples include but are not limited to: hazardous substances such as asbestos, lead and/or mold.

20.2 **Maintenance/Activity Compliance:** In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable statutes, regulations and/or accepted protocols regarding the handling of said materials.

20.3 **Action to Remove/Remediate:** The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance. Notwithstanding the foregoing, the provisions of 20.5 herein regarding Asbestos shall prevail.

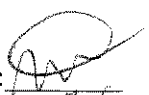
20.4 **Non-Permitted Use, Generation, Storage or Disposal:** The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Use.

**20.5 Asbestos:**

- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be performed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

**20.6 Material Safety Data Sheets (MSDS)**

- A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.
- B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

Landlord Initials: 

Date: 8/17/15

**21. Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.

**22. Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.

**23. Required Property Management and Contact Persons:** During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

**23.1 Property Management:** Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.

**LANDLORD'S PROPERTY MANAGEMENT CONTACT:**

Name: Rob Pearson

Title: Property Manager

Address: 149 Emerald Street, Keene NH 03431 Phone: (603) 716-7301

Email Address: Rpearson@bradysullivan.com

**23.2 Tenant's Contact Person:** Notwithstanding the provisions of Section "22 Notice", the Tenant shall employ and/or identify a designated contact person who shall be responsible for conveying all facility concerns regarding the Premises and/or receiving all maintenance reports, testing results and general correspondence during the term. The Tenant shall provide the Landlord with the information listed below for the designated contact person.

**TENANT'S CONTACT PERSON:**

Name: Sharon DeAngelis

Title: Business Administrator, Department of Education

Address: 21 S. Fruit Street, Suite 20, Concord NH 03301 Phone: (603) 271-3806

Email Address: sharon.deangelis@doe.nh.gov

**24. Landlord's Relation to the State of New Hampshire:** In the performance of this Agreement the Landlord is in all respects an independent contractor, and is neither an agent nor an employee of the State of New Hampshire (the "State"). Neither the Landlord 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.

**25. Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity:**

**25.1 Compliance with Laws, etc:** In connection with the performance of the Services set forth herein, the Landlord shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Landlord, including, but not limited to, civil rights and equal opportunity laws. In addition, the Landlord shall comply with all applicable copyright laws.

A) The Tenant reserves the right to offset from any amounts otherwise payable to the Landlord 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.

**25.2 Discrimination:** During the term of this Agreement, the Landlord 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.

**25.3 Funding Source:** If this Agreement is funded in any part by monies of the United States, the Landlord shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's

Landlord Initials: [Signature]

Date: 8-17-15

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.


**26. Personnel:**

The Landlord shall at its' own expense provide all personnel necessary to perform any and/or all services which they have agreed to provide. The Landlord 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.

**27. Bankruptcy and Insolvency:** If the Landlord's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Landlord, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Landlord shall receive actual notice thereof, or if Landlord shall be adjudicated a bankrupt, or if Landlord shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, the Tenant may terminate this lease by giving written notice thereof to the Landlord.

**28. Miscellaneous:**

- 28.1 Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.
- 28.2 No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 28.3 Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- 28.4 Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 28.5 Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 28.6 Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 28.7 No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 28.8 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.
- 28.9 Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.
- 28.10 Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: 

Date: 8-17-15

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

**TENANT:** The State of New Hampshire, acting through its' Department of: Department of Education,  
Division of Adult Learning and Education

Authorized by: (full name and title) Virginia M. Barry, Commissioner of Education

**LANDLORD:** (full name of corporation, LLC or individual) \_\_\_\_\_

Brady Sullivan Keene Properties, LLC

Authorized by: (full name and title) \_\_\_\_\_

Print: Arthur Sullivan, Principal Signature  
Name & Title

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: New Hampshire COUNTY OF: Hillsborough

UPON THIS DATE (insert full date) August 18, 2015, appeared before

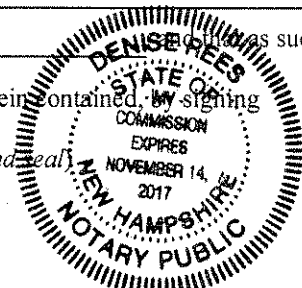
me (print full name of notary) Denise Rees the undersigned officer personally  
appeared (insert Landlord's signature) [Signature]

who acknowledged him/herself to be (print officer's title, and the name of the corporation) \_\_\_\_\_

Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained. By signing  
him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)

Denise Rees



**APPROVALS:**

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability" have been set forth in a "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

**Approved by the Department of Justice as to form, substance and execution:**

Approval date: 10/29/15

Approving Attorney: [Signature]

**Approved by the Governor and Executive Council:**

Approval date: \_\_\_\_\_

Signature of the Deputy Secretary of State: \_\_\_\_\_

Landlord Initials: [Signature]  
Date: 8-17-15

The following Exhibits shall be included as part of this lease:

### EXHIBIT A SCHEDULE OF PAYMENTS

**Part I: Rental Schedule:** *Insert or attach hereto a schedule documenting all rental payments due during the initial Term and during any extensions to the Term. Specify the annual rent due per year, the resulting approximate cost per square foot, monthly rental payments due, and the total rental cost of the Term. Define and provide methodology for any variable escalation (such as Consumer Price Index escalation) clauses which may be applied towards the annual rent, setting forth the agreed maximum cost per annum and term.*

Rent for the Premises shall be due and payable in accordance with the rental schedule below. The cost per "Square Foot" (SF) documented below is based on the 3,536 demise of the Premises located within tenant Suite "T", and includes the right of Tenants use of all common area parking with no additional charge.

#### 10-YEAR RENTAL SCHEDULE

Year	EFFECTIVE DATES	SQ. FT.	MONTHLY COST	ANNUAL COST	Approx. SF COST	Approx. % INCREASE
1	March 1, 2016 – February 28, 2017	3,536	\$5,598.67	\$67,184.00	\$19.00	
2	March 1, 2017 – February 28, 2018	3,536	\$5,598.67	\$67,184.00	\$19.00	0%
3	March 1, 2018 – February 28, 2019	3,536	\$5,598.67	\$67,184.00	\$19.00	0%
4	March 1, 2019 – February 29, 2020	3,536	\$5,598.67	\$67,184.00	\$19.00	0%
5	March 1, 2020 – February 28, 2021	3,536	\$5,598.67	\$67,184.00	\$19.00	0%
6	March 1, 2021 – February 28, 2022	3,536	\$5,598.67	\$67,184.00	\$19.00	0%
7	March 1, 2022 – February 28, 2023	3,536	\$5,598.67	\$67,184.00	\$19.00	0%
8	March 1, 2023 – February 29, 2024	3,536	\$5,598.67	\$67,184.00	\$19.00	0%
9	March 1, 2024 – February 28, 2025	3,536	\$5,598.67	\$67,184.00	\$19.00	0%
10	March 1, 2025 – February 28, 2026	3,536	\$5,598.67	\$67,184.00	\$19.00	0%
		<b>10 YEAR TOTAL</b>		<b>\$671,840.00</b>		

**Part II: Additional Costs:** *Disclose and specify any additional Tenant costs or payments which are not part of the "rent" set forth in "Part I" above but due and payable under the terms of the Agreement herein. Disclosure to include the dates or time frames such payments are due, and if applicable a "schedule of payments" for any installments to be paid towards the total additional payment.*

Additional payments may be made to the Landlord by the Tenant as unencumbered payments under this agreement for alterations, renovations and modifications to the Premises, up to \$1,000.00 per event, not to exceed a maximum of \$5,000.00 per year, subject to the mutual agreement of both the Landlord and the Tenant and without further approval of the Governor and Council for the duration of this lease agreement.

Landlord Initials:

Date: 8-17-15

## EXHIBIT B

**JANITORIAL SERVICES:** *specify which party shall be responsible for provision of janitorial services to the Premises (and/or portions of the Premises) during the Term. Specify what those services shall include, and how often they shall be provided. Provide any additional information required for clarification of duties and scheduling.*

- a) The Tenant shall be responsible for provision of Janitorial and Recycling services inside of the demised Premises; while the Landlord shall be responsible for such services to all common areas of the building to which the Premises are a part.
- b) The Tenant or the Tenant's contractor shall provide janitorial services in a timely manner, keeping the Premises in a neat, safe and orderly condition throughout the Term.
  - i) All rubbish and/or recycling materials shall be collected in a timely fashion and removed from the Premises.

Landlord Initials: 

Date: 3-17-13

## EXHIBIT C

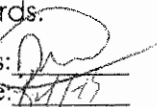
### Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements and Recycling

**Part I** Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference. *Specify in text and/or illustrate the manner in which all renovations recommended by the AB Committee will be provided at the Premises. Define which party, the Landlord or Tenant, shall be responsible for providing and funding said renovations and the time frame allowed for completion.*

As set forth in the agreement herein all work provided to the Premises during renovations described in Part III herein shall conform to all applicable codes including but not limited to those pertaining to architecturally barrier-free accessibility. Such renovations shall also include any improvements specifically requested by the State of New Hampshire's Architectural Barrier-Free Design (AB) Committee in their "letter of recommendation" which shall be attached herein.

**Part II** Certification from the State of New Hampshire Department of Environmental Services ("Environmental Services") stating the Premises comply with the requirements of State of New Hampshire RSA 10:B "Clean Indoor Air in State Buildings" ("clean air") as defined by Chapter Env-A 2200 has either been obtained and a copy of said certification attached herein, or shall be obtained in accordance with the following:  
No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in conformance with requirements set forth in Chapter Env-A 2200 in accordance with the requirements of the Agreement herein. *Specify which party – the Landlord or the Tenant- shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the requirements of Chapter Env-A 2200, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity, the time frame to be allowed for providing remedy, and which party shall bear the cost of re-testing and repair required until such time a "certification of compliance" is issued.*

After completion of renovations but prior to Tenant's occupancy, the Landlord at their sole expense shall be responsible for hiring technicians which meet the State of New Hampshire Department of Environmental Services (NHDES) criteria of professional accreditation to perform NHDES "Clean Indoor Air" tests in the Premises as set forth in Administrative Rules Chapter Env – A2200. At the same time, the Landlord shall also have all areas of the Premises tested for the presence of lead. No more than five (5) days of receipt of the air quality and lead tests results the Landlord shall submit a copy to the Tenant, and a notarized copy to NHDES, the copy addressed to NHDES shall be delivered to: "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095. In the instance of testing results showing deficiency in any criterion, the Landlord shall consult with the State of New Hampshire and the accredited consultant that performed the testing to gain their recommendation of "best practice" for provision of remedy, and thereafter implement provision of such remedy through repair/alteration to the Premises. Any and all required repairs or alterations determined to be necessary under this provision shall be completed within a reasonable time frame, in no instance exceeding thirty (30) days after report of the deficiency. After the completion of all repairs the Landlord shall provide air-quality testing for the previously deficient area to prove remedy has been provided, the results shall be sent to the Tenant as proof of conformance. The Landlord shall be obligated to comply with the forgoing protocol until such time the Premises conform to Environmental Services "ENV-A2200" standards.

Landlord Initials: 

Date: 

**Part III**

**Improvements, Renovations or New Construction ("work"):** In the event that the Agreement herein includes provisions for such "work" to be provided, the Tenant's finalized version of Design-Build floor plans, specifications and any supplemental defining documents depicting all "work" shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. The Tenant and the Landlord shall both retain copies of these documents. Tenant shall provide complete copies to the State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

1. No later than the date set forth in "3.2 Occupancy Term" herein, the Landlord shall, at the sole expense of the Landlord, substantially complete provision of all required construction and improvements to the Premises delivering it in "turn-key" condition to the Tenant. Scope of improvements shall be as defined in the following documents attached hereto:
  - a. Tenant Design-Build Improvement Specifications for the Premises located at: Center at Keene, 149 Emerald Street, Suite T, Keene NH, and;
  - b. Tenant's Demise Plan, 1st floor, DWG-1
  - c. Tenant's Design-Build Plan, 1st floor, DWG-2
  - d. Tenant's Parking Plan, DWG-3
2. The Landlord's minimum obligation regarding provision and fit up of the Premises shall include but not be limited to provision of the level of quality, type of space, configuration, specifications and finishes set forth in the documents listed above, including provision of an interior layout conforming to that which is shown in the Tenant's plans. Notwithstanding the foregoing the Tenant shall allow for reasonable variations if needed in order to accommodate structural and/or mechanical requirements.

**Part IV**

**Recycling:** The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled "Recycling" which shall be made part of the Agreement by reference.

The Tenant or the Tenant's janitorial provider shall bag and remove items for recycling, conveying and depositing them in a community recycling center, collected in the following manner:

1. Approximately once (one time) per week the Tenant's janitorial service provider ("Provider") or staff members shall gather waste products for recycling from the Premises, these items shall be properly sorted and deposited into garbage bags;
2. The Provider shall ascertain the weight of such bags documenting the approximate average weight of full or partially full bags per commodity.
3. Upon each collection the Provider shall document via notation ("tick marks on a clipboard will suffice) the number of bags collected per commodity and whether the bags are full or partially full.
4. At the end of each month the Provider shall tally the number of bags (detailed by full or partially full) collected per commodity and multiply that sum by the average weight of such bags.
5. On a Quarterly basis the Provider shall send the results of these monthly volume tallies to the Tenant's "Contact Person" (listed in section 23.2 herein) in order to provide conformance with State of New Hampshire recycling reporting requirements.

Landlord Initials: 

Date: 6/17/5

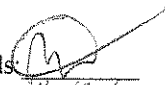


**EXHIBIT D**  
**SPECIAL PROVISIONS**

The parties' agreements concerning modifications or additions to the foregoing standard provisions of this lease shall be as set forth below or attached hereto and incorporated by reference:

**SPECIAL PROVISIONS:**

- 1) Public Disclosure: RSA 91-A obligates disclosure of contracts (which includes operating leases) resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal and entering into the Agreement herein the Landlord acknowledges and agrees that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), the lease agreement herein will be made accessible to the public online via the State's website without any redaction whatsoever.
- 2) Federal Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions: The "List of Parties Excluded From Federal Procurement or Non-procurement Programs" was reviewed and the Landlord was not on the list (see the attached search results). Should Landlord, during the term of this lease agreement, be disbarred, suspended or proposed for debarment, Tenant may continue the lease in existence at the time the Landlord was debarred, suspended, or proposed for debarment unless the Tenant directs otherwise. Should Landlord be debarred, suspended, or proposed for debarment, unless the Tenant makes a written determination of the compelling reasons for doing so, Tenant shall not exercise options, or otherwise extend the duration of the current lease agreement.

Landlord Initials: 

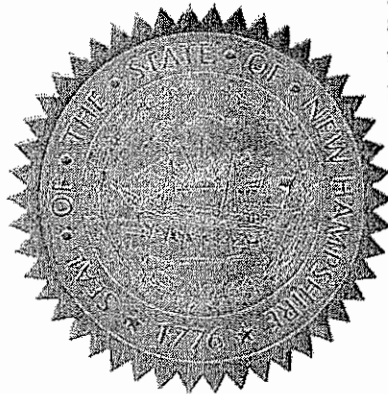
Date: 8-17-18

# 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 Brady Sullivan Keene Properties, LLC is a New Hampshire limited liability company formed on January 14, 2014. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has 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 24<sup>th</sup> day of June, A.D. 2015

A handwritten signature in dark ink, appearing to read "Wm Gardner", written over a horizontal line.

William M. Gardner  
Secretary of State

**UNANIMOUS WRITTEN CONSENT OF**  
**THE MEMBERS OF**  
**BRADY SULLIVAN KEENE PROPERTIES, LLC**

The undersigned being all of the Members of Brady Sullivan Keene Properties, LLC, a New Hampshire limited liability company, (the "Company") in lieu of a meeting of the Members of this Company and pursuant to the authority of the Limited Liability Company, does hereby agree and consent to the following actions:

WHEREAS the undersigned, Members of the Company, have deemed it to be in the best interest of the Company for it to engage in the purchase and sale of various real properties from time to time, refinance transactions, and any and all other matters contemplated in the Company's best interest, upon the terms and conditions set forth in any such agreements to be executed by any of the parties listed below.

NOW, THEREFORE, be it

Authority to Execute Instruments.

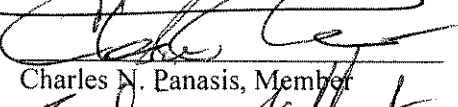
RESOLVED, that each of Shane D. Brady, Arthur W. Sullivan, Charles N. Panasis and Benjamin Kelley, and hereby they each are, individually and without the need of joint action, authorized and empowered to execute, in the name and on behalf of the Company, and deliver any and all documents and instruments required to be signed and executed in connection and on behalf of the Company on the terms and conditions as deemed appropriate by the individual acting pursuant thereto, and that the undersigned members hereby ratify and confirm any and all actions taken prior to the date hereof in order to accomplish the same;

FURTHER RESOLVED, that each of Shane D. Brady, Arthur W. Sullivan, Charles N. Panasis and Benjamin Kelley, be, and hereby they are each individually and without the need of joint action, authorized and empowered to executed, in the name and on behalf of the Company, and deliver all such further instruments and documents in the name and on behalf of the Company and under its seal or otherwise, and to pay such expenses, if any, as in his judgment shall be necessary, proper, or advisable in order to more fully carry out the intent and accomplish the purposes of the foregoing resolutions and each of them.

WITNESS the due execution hereof this 17<sup>th</sup> day of August, 2015.

  
Arthur W. Sullivan, Member

  
Shane D. Brady, Member

  
Charles N. Panasis, Member

  
Benjamin Kelley, Member



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/10/2015

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).

<b>PRODUCER</b> FIAI/Cross Ins-Manchester 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Karen Shaughnessy <b>PHONE (A/C No. Ext):</b> (603) 669-3218 <b>FAX (A/C No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> kshaughnessy@crossagency.com	
<b>INSURED</b> Brady Sullivan Properties LLC Brady Sullivan Keene Properties, LLC. 670 No Commercial Street #303 Manchester NH 03101		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Ins. Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL152329506

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 WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No Deductible <input checked="" type="checkbox"/> Terrorism included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			2/1/2015	2/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<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			2/1/2015	2/1/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	(3a.) FL, MA, NH, RI & VT Arthur Sullivan & Shane & David Brady excluded	12/28/2014	12/28/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: 149 Emerald Street, Keene NH

Refer to policy for exclusionary endorsements and special provisions.

**CERTIFICATE HOLDER****CANCELLATION**

State of NH, Dept of Education Div of Adult Learning & Rehabilitation Attn: Sharon DeAngelis 21 Fruit Street, Ste 20 Concord, NH 03301	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  Karen Shaughnessy/KS5 <i>Karen Shaughnessy</i>
--	---

ACORD 25 (2010/05)

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INS025 (201005) 01

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**New Hampshire  
Governor's Commission on Disability**

**"Removing Barriers to Equality"**



Margaret Wood Hassan, Governor  
Paul Van Blarigan, Chair  
Charles J. Saia, Executive Director

To the Honorable Governor Maggie Hassan and Members of the Executive Council

Requested Action

**RECOMMENDATION REGARDING LEASE APPROVAL**

**Lessee:** Department of Education, Division of Adult Learning and Rehabilitation,  
Keene District Vocational Rehabilitation Office  
**Location:** New lease at: 149 Emerald Street, Suite T, Keene, NH 03431  
**Lessor:** Brady Sullivan Keene Properties, 670 Commercial Street, Manchester NH 03101  
**Term:** Ten (10) years: Contract to commence December 16, 2015, thereafter fit-up to be undertaken and completed with Occupancy/Rental to commence March 1 2016.  
Term to expire February 28, 2026.

In accordance with the administrative rules codified in Adm. 610.16 (e) (3), The Governor's Commission on Disability's (GCD) Committee on Architectural Barrier Free-Design (ABFDC) has preliminarily opined that the location referenced above and referred to herein, meets barrier free requirements, subject to the conditions listed below. The subject lease was reviewed during the ABFDC's August 18, 2015 meeting however, since a membership quorum was not attendant a final vote regarding the matter was not possible, the ABFDC shall however provide a final opinion during the next viable meeting, when a quorum is present. Should the ABFDC quorum decide additional conditions for receipt of their approval are required, such conditions shall be conveyed to the Lessee for implementation forthwith. The ABFDC therefor respectfully recommends that the subject LEASE location of approximately 3536 square feet of space be **approved, with the following conditions, and subject to the limitations stated herein.**

Upon completion, all renovations specified in the Lease agreement and supportive Design-Build Documents must comply with the provisions set forth in this letter and with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire and the State Building Code. When applicable (designated by "LAHJ approval required"), renovation plans shall be submitted to the local authority having jurisdiction (i.e., Building Inspector, Code Enforcement Officer) for approval.

121 South Fruit Street, Suite 101, Concord, NH 03301-2412  
Toll-Free NH: 800-852-3405 | 603-271-2773 | Fax: 603-271-2837 | [Disability@nh.gov](mailto:Disability@nh.gov)  
[www.nh.gov/disability](http://www.nh.gov/disability)

**CONDITIONS:**

Conditions for approval: all renovations and improvements shall be provided as specified in the Lessee's lease agreement and supportive/attached design-build specifications and drawings, approval shall be further conditioned upon the following:

- a. Any substantive revisions to the Tenant's design build plans or specifications proposed by the Landlord shall be submitted for approval by the Architectural Barrier-Free Design Committee (ABFDC) and the local authority having jurisdiction (i.e. the Building Inspector) prior to Tenant acceptance.
- b. If construction drawings vary from the Tenant's design build drawings (as presented to and reviewed by the ABFDC) any revisions shall be submitted to the ABFDC at no more than 60% completion for additional plan review.
- c. Prior to occupancy the ABFDC shall be welcome to conduct an accessibility site visit.

A representative for the Lessee or a designee of the Lessee must provide to the ABFDC proof of completion by photographs and/or paid invoices for the items listed above within forty five (45) days after the commencement of the lease, and shall certify to the ABFDC that the conditions outlined herein and as set forth in the Lease Agreement and related attachments have been satisfied.

This recommendation is based upon the site-survey completed by Administrative Services and on the assurances of the Lessee's ADA Coordinator. The ABFDC cannot survey all state leased properties however as a safeguard for the State against potential ADA litigation, and to assure access for persons with disabilities, random surveys shall be performed.

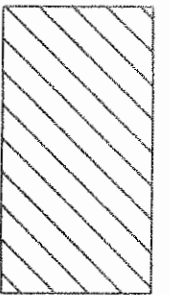
Respectfully submitted and approved by the **Architectural Barrier-Free Design Committee** on this day of Tuesday, August 18, 2015.

*Mark Weir*

Mark Weir,  
Acting Chair


Cc:  
Charles J. Saia, Esq., Executive Director  
Governor's Commission on Disability

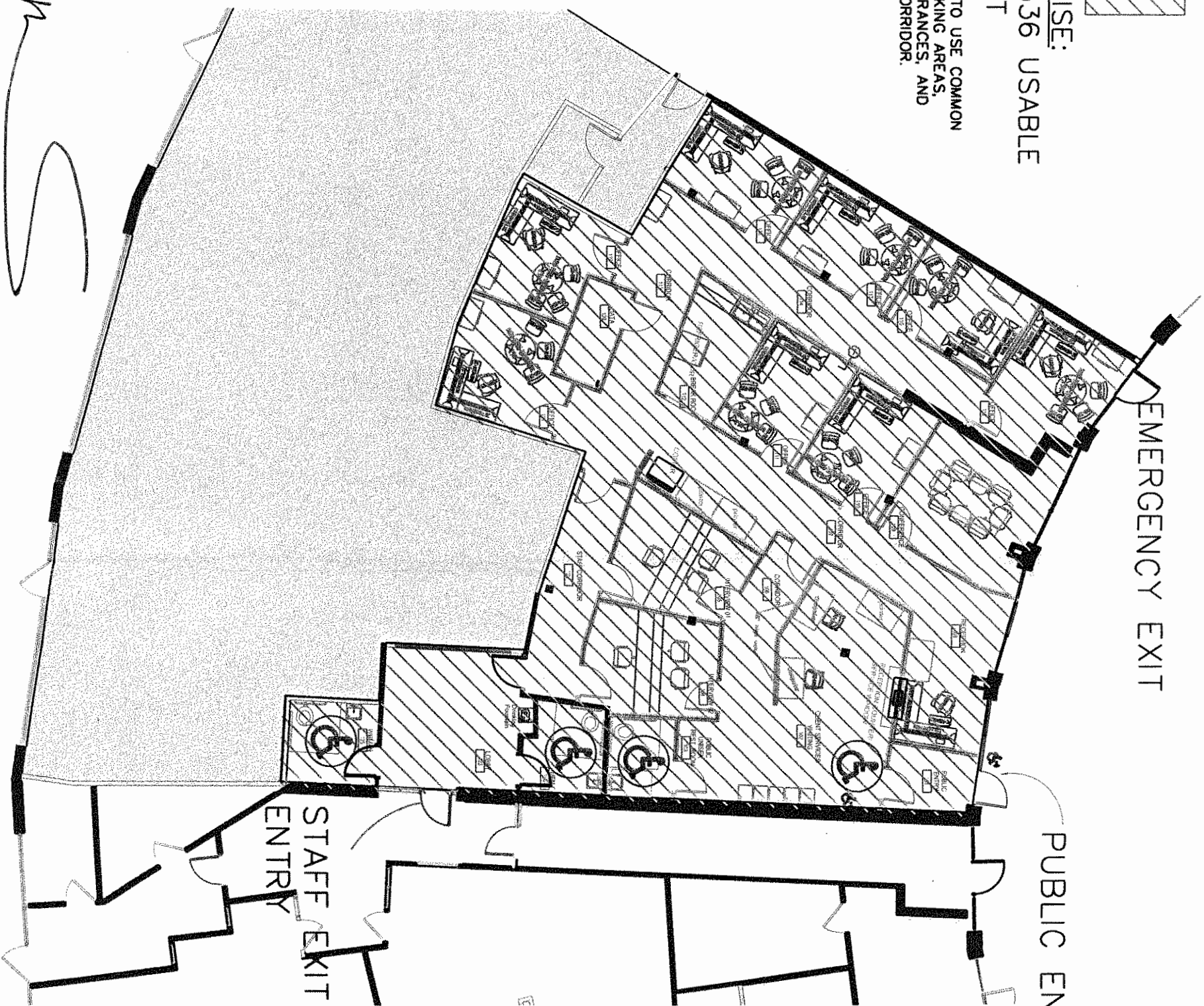


TENANT DEMISE:  
APPROX. 3,536 USABLE  
SQUARE FEET  
  
PLUS, TENANTS RIGHT TO USE COMMON  
AREAS SUCH AS: PARKING AREAS,  
SHARED EXTERIOR ENTRANCES, AND  
COMMON AREA EXIT CORRIDOR.


EMERGENCY EXIT

PUBLIC ENTRANCE

STAFF EXIT AND  
ENTRY



8-17-15

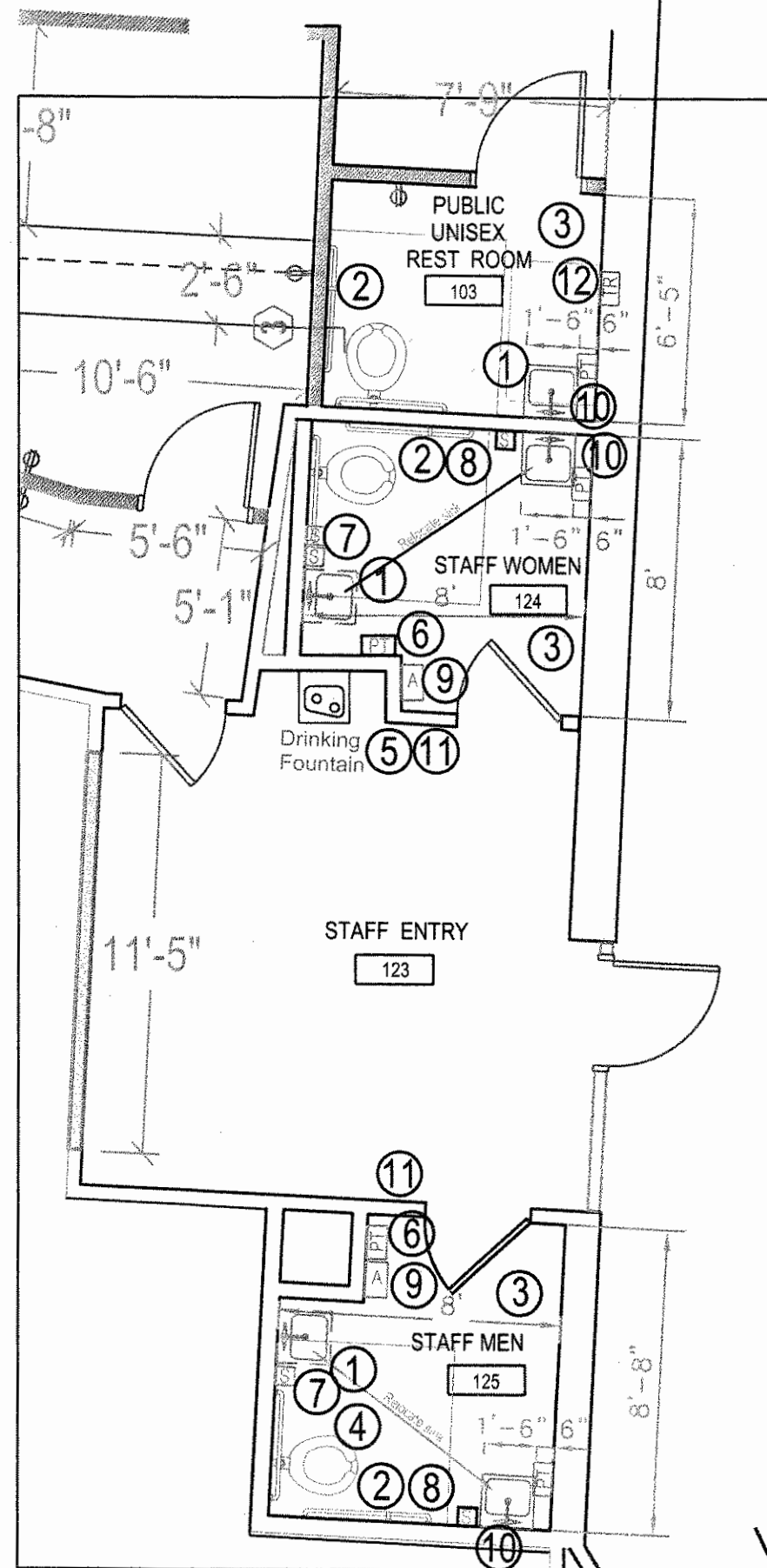
	DEMISE PLAN: 3,536 USF		DWG. 1		
	DATE: 07-30-2015		SCALE: NTS		
	TENANT: Department of Education, Vocational Rehabilitation - Keene District Office		LEVEL: 1ST Floor		
	LOCATION: 149 Emerald Street, Suite "T", Center of Keene, Keene NH				
DRAWN BY:				APPROVED BY:	
State of New Hampshire Department of Administrative Service Bureau of Planning and Management DDL&MB					
FILE PATH:					
P:\ACT\TWINLEASED\EDUCATION\VR Keene\Emerald St, Suite T\SUITE T 149 Emerald Keene Educ\VR_DEMISE-DL 07082015.dwg					
				(Landlord Signature)	(date)
				(Tenant Signature)	(date)







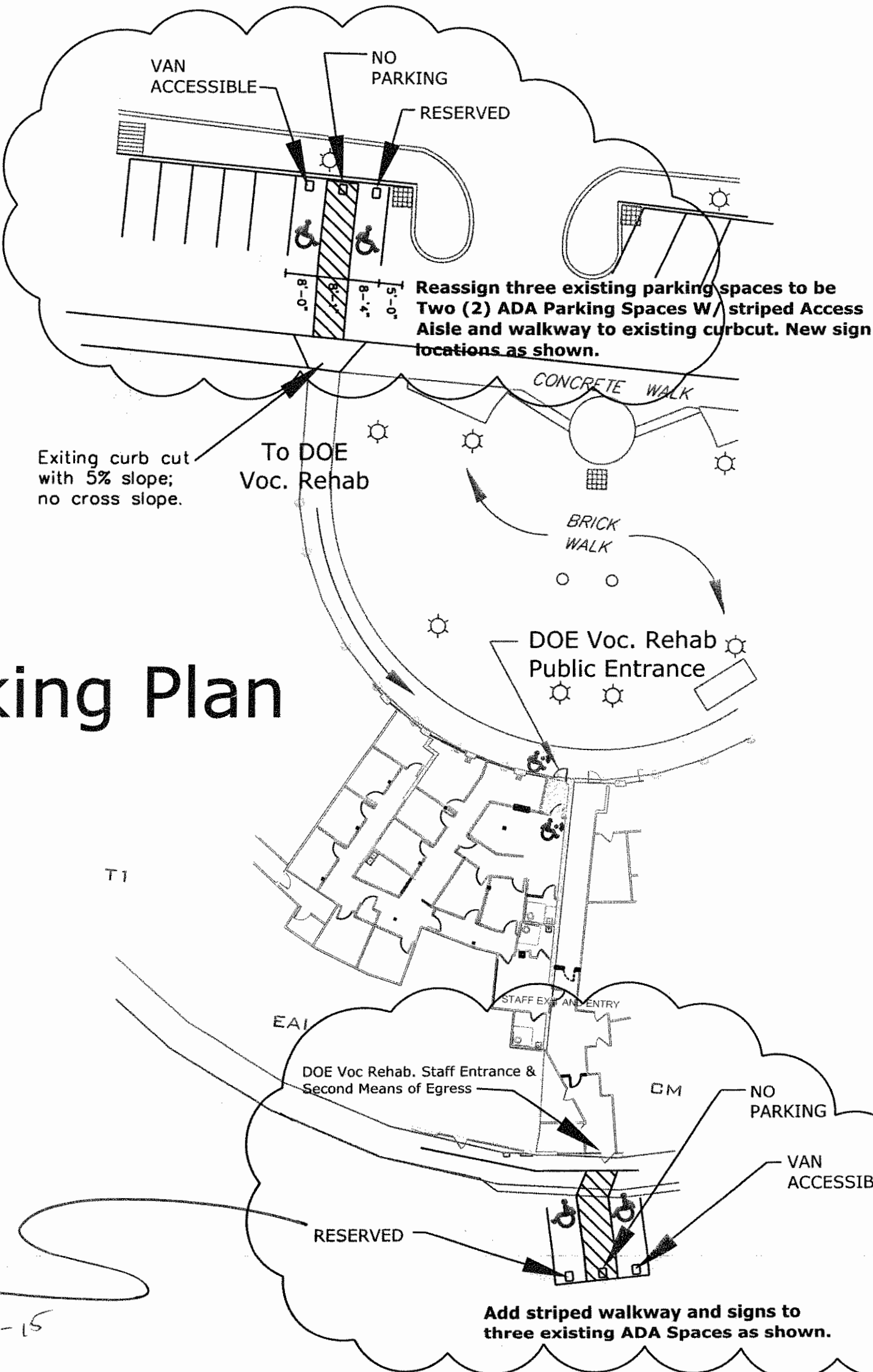
# 149 EMERALD STREET, SUITE T, IMPROVEMENTS: REST ROOM DETAILS & NOTES:




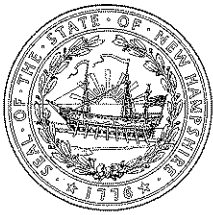
- ① **SINKS:**  
Rooms 124 & 125: Relocate existing (non conforming clearance) sinks to locations shown, installing side edge at 6" from adjacent wall, with top of basin at 34" high. Insulate waste pipes.  
Room 103: Provide and install new sink with dimensions and placement as shown, top of basin at 34" high, insulated waste pipes.
- ② **GRAB BARS:**  
Rooms 124 & 125: Replace two existing non-conforming (24" and 32") horizontal grab bars with three code compliant (horizontal @ 36" & 42" + vertical) grab bars.  
Room 103: Provide & install three (3) new code compliant (36" behind toilet, 42" adjacent plus vertical) grab bars as shown.
- ③ **STROBES:** Provide/Install Strobe alarm in each of the three rest rooms.
- ④ Replace Men's room toilet, provide fixture (custom order) with toilet flush lever on the approach/open side (not wall side) of toilet. Provide seat height of 17" to 19".
- ⑤ Reinstall existing drinking fountain providing spout no higher than 36" with minimum 27" of knee space below.
- ⑥ Rooms 124 & 125: Replace & Relocate existing paper towel dispensers - New fixture must be operable w/single closed fist, dispensing ht @ 48".  
Room 103: Provide new papertowel dispenser - fixture must be operable w/singleclosed fist, dispensing ht. at 48".
- ⑦ Room 124: Relocate one soap dispenser to new sink location; dispensing height @ 48". Remove second dispenser.  
Room 125: Relocate one soap dispenser; dispensing height @ 48".  
Room 103: Provide new soap dispenser; dispensing height @ 48".
- ⑧ Rooms 124 & 125: Relocate toilet paper dispensers: provide at 7" to 9" in front of seat edge without blocking access to grab bars.  
Room 103: Install new toilet paper dispenser: provide 7" to 9" in front of seat edge without blocking access to grab bars.
- ⑨ Remove existing hot-air hand drying fixtures.
- ⑩ Rooms 124 & 125: Relocate existing above sink mirrors to new sink locations installing bottom edge of reflective surface no higher than 40" AFF.  
Room 103: Provide new mirror above sink installing bottom edge of reflective surface no higher than 40" AFF.
- ⑪ Remove existing door signs to rooms 124 and 125. New signs to be installed on the wall adjacent to the handle side of the door. Signs will have Braille and raised letters and symbols; top of signs installed at 60" AFF.
- ⑫ Install new recessed trash receptacle.

MS  
8-17-05

Parking Plan



	DWG 3: TENANT'S PARKING PLAN		DRAWN BY:		APPROVED BY:	
			State of New Hampshire Department of Administrative Services Bureau of Planning and Management			
	REVISION DATE: 7-20-15	SCALE: NTS				
	Department of Education, Vocational Rehabilitation, Keene District Office		LEVEL: L1			
149 Emerald Street, Suite "T", Center of Keene, Keene, NH NH 03103			FILE PATH: S:\PLANNING_MANAGEMENT\GENERAL LEASE PROJECTS\EDUCATION_VOC REHAB\EDUCATION_KEENE\149 Emerald Street\Suite T Parking Plan.dwg		(Landlord Signature)	(Date)
					(Tenant Signature)	(Date)



STATE OF NEW HAMPSHIRE **LRCP 15-035**  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION OF FORESTS AND LANDS  
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2214  
FAX: 603-271-6488  
www.nhdfi.org

October 19, 2015

Rep. Gene Chandler, Chairman  
Long Range Capital Planning and Utilization Committee  
C/O The Legislative Budget Assistant Office  
Room 102, State House  
Concord, NH 03301

**REQUESTED ACTION**

- 1) Pursuant to RSA 4:40, authorize the Department of Resources and Economic Development (DRED) to surplus an undeveloped 1.5-acre parcel of "Greenfield State Park" (the Park) in the Town of Greenfield, to Vestige Properties Inc. dba New England Forest Products (NEFP), in exchange for an undeveloped 1.5-acre parcel from Barbara C Harris Camp (BCHC), also in the Town of Greenfield. There will be no cost to the State for this exchange.
- 2) Pursuant to RSA 4:40, authorize the Department of Resources and Economic Development to accept the \$1,100 administrative fee for deposit into the Forest Improvement Fund.

**EXPLANATION**

DRED wishes to convey the 1.5-acre Park parcel to its abutter - NEFP, in exchange for the 1.5 acre BCHC parcel which directly abuts the Park and Otter Lake, and would allow for future expansion of the public boat ramp. NEFP operates an expanding forest products mill complex and desires to own the 1.5 acres of the Park to enhance their log holding area. Due to a brook and wetlands complex, the dry land they wish to acquire is not used by the State. NEFP will provide the acquisition costs for the 1.5 acres BCHC will deed to the State. Heath Appraisal Services has determined the market value of the State parcel to be \$2,500, and the market value of the BCHC parcel to be \$3,750.

The Council on Resources and Development approved the exchange by unanimous vote on September 10, 2015.

Your approval is respectfully requested. Please contact Bill Carpenter at 271-2214, with any questions.

Approved by,

Jeffrey J. Rose, Commissioner  
Department of Resources and  
Economic Development

Attachments



# New Hampshire Council on Resources and Development

NH Office of Energy and Planning  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301  
Phone: 603-271-2155  
Fax: 603-271-2615



TDD Access: Relay NH  
1-800-735-2964

## MEMORANDUM

**TO:** Commissioner Jeffrey J. Rose  
Department of Resources and Economic Development

**FROM:** Susan Slack, Principal Planner *Susan Slack*  
NH Office of Energy and Planning

**DATE:** October 5, 2015

**SUBJECT:** Surplus Land Review, SLR 15-009-Greenfield

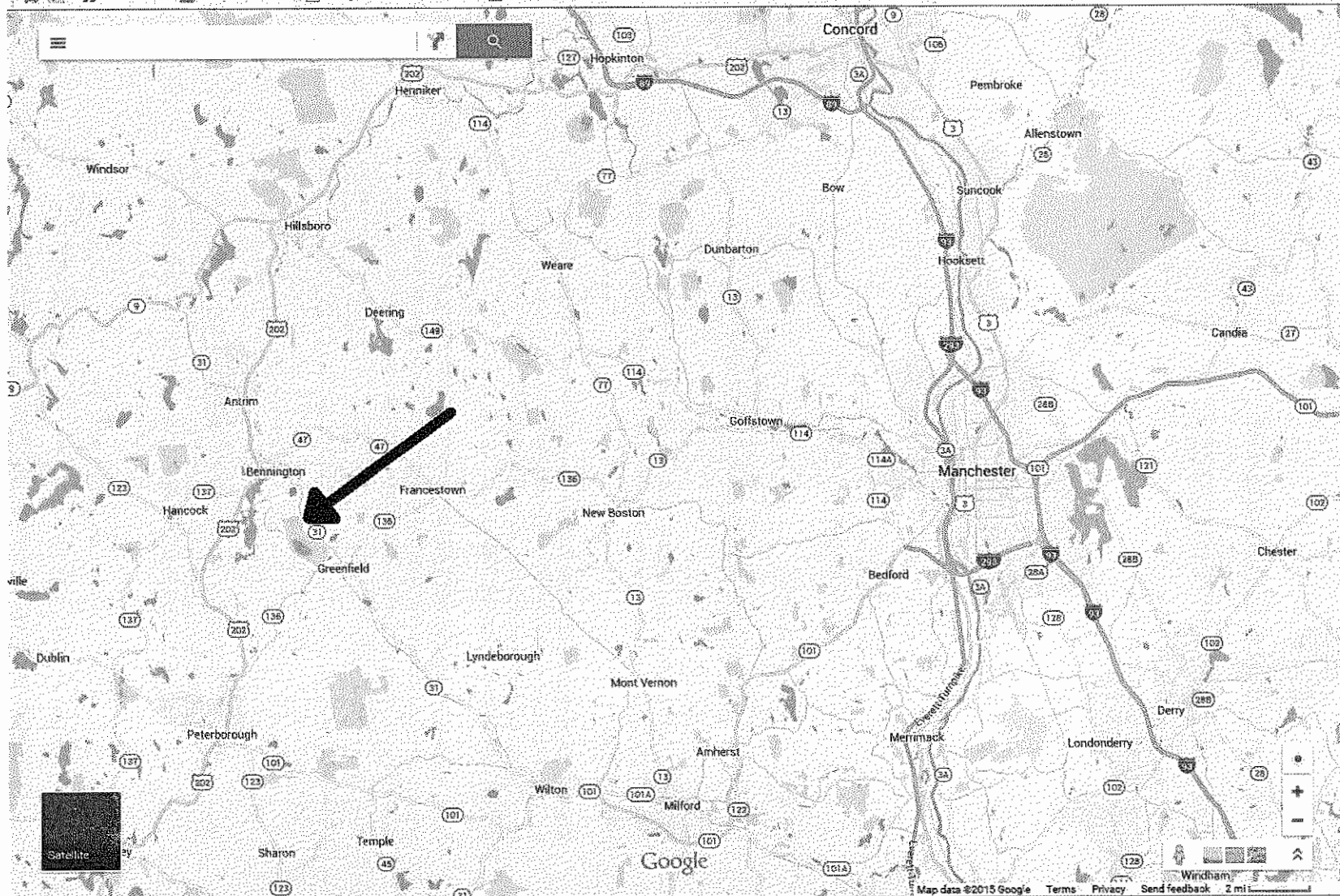
On September 10, 2015, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application from the Department of Resources and Economic Development:

**Request from the Department Resources and Economic Development to swap with New England Forest Products (NEFP) a 1.5-acre portion of the Greenfield State Park for a parcel of equal value on the shore of Otter Lake adjacent to the Park's public boat ramp to be purchased by NEFP and conveyed to the State.**

CORD members voted to RECOMMEND APPROVAL OF SLR 15-009 as submitted, pending no adverse comments received by the close of the 30-day public comment period, which was the close of business on October 5, 2015. No adverse comments were received.

cc: Bill Carpenter, Administrator, Bureau of Land Management  
Meredith Hatfield, Director, NH Office of Energy and Planning  
Chair, Long Range Capital Planning and Utilization Committee

MEMBER AGENCIES: Office of Energy and Planning • Resources and Economic Development • Environmental Services  
Agriculture, Markets, and Food • Fish and Game • Safety • Education • Health and Human Services • Transportation  
Cultural Resources • Administrative Services • New Hampshire Housing Finance Authority



## PROPERTY OVERVIEW

**BARBARA C. HARRIS CAMP**  
NH Route 31  
Hillsborough Co. Greenfield, N.H.  
Scale: 1" = 100' April 30 2015

Map R1, Lot 26  
Mark Froehoff &  
Debra Jo Marmola

Map R1, Lot 27  
Vestige Properties, Inc.

Map R1, Lot 28  
Dory S. Russell &  
Wyatt R. Fox, Jr.

Map R1, Lot 29  
State of New Hampshire  
Dept. of Transportation

Map R2, Lot 15-4  
Edward M. Cavalli Heals

Map R4, Lot 5  
Cratched  
Min. Foundation

Map R4, Lot 5-3  
Hilda Parrott

Map R4, Lot 5-3  
Hilda Parrott

Map R4, Lot 20  
Jeremy W. &  
Andrea L. Hall

Map R4, Lot 21  
Linette A. Soigars

Map R4, Lot 22  
Elaine J. Taylor Living Trust

Map R4, Lot 1  
Can-Mat  
School District

Map R4, Lot 63  
Town of  
Greenfield

Map R4, Lot 42-1  
Beverly Belmore

Map R4, Lot 41-1-2  
Jeremy Joseph Gagnon  
& Leslie Gayle Johnson

Map R4, Lot 45-2  
Adale Marie &  
Benjamin F. Hale

Map R4, Lot 81  
State of NH, DRED

Map R4, Lot 29  
Town of  
Greenfield

Map R4, Lot 28  
Renaud R. &  
Joann M. Russell

Map R4, Lot 27-1  
Albert Marganelli  
& Pamela Williams

Map R4, Lot 26  
Katherine P. Dean

Map R4, Lot 27  
John & Jessie  
Gardner

Map R4, Lot 27-2  
Elizabeth Jennings

Map R4, Lot 25  
Kevin McMurray  
Revocable Trust

Map R4, Lot 1  
Kathleen P. &  
Vicia G. Bell

Remainder  
Map R4, Lot 4-1  
Barbara C. Harris  
Camp & Conf. Center

State of NH, Bureau of Railroads

Forest Road

State of NH, DRED

Parcel "A"  
65,601 S.F.  
1.506 ACRES

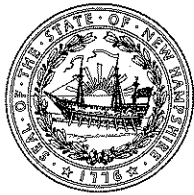
Parcel "B"  
65,641 S.F.  
1.505 ACRES

Greenfield State Park  
Map R4, Lot 52  
N/H  
State of New Hampshire  
Dept. of Resources & Economic Dev.  
(No net change in area  
with both transactions)

Other Lake

Barbara C. Harris  
Camp & Conference Center

GRAPHIC SCALE  
0 100 200 300 400 500  
( IN FEET )  
1 inch = 400 ft.



LRCP 15-040

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF BUSINESS OPERATIONS**  
**BUREAU OF FACILITIES AND ASSETS MANAGEMENT**

Nicholas A. Toumpas  
Commissioner

Sheri L. Rockburn  
Chief Financial Officer

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9500 1-800-852-3345 Ext. 9500  
Fax: 603-271-8149 TDD Access: 1-800-735-2964

November 23, 2015

The Honorable Gene Chandler, Chairman  
Long Range Capital Planning and Utilization Committee  
L.O.B. – Room 201  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Pursuant to NH RSA 4:39-b, the Department of Health and Human Services is requesting approval of the attached ten-year term new lease agreement with Airtight IV, LLC, 670 Commercial Street, Manchester, New Hampshire 03101. This new lease agreement will allow the Department to secure office space for its employees and clients in a secure and efficient facility (the Manchester Office, our largest, was forced to vacate its former location and is currently housed at a temporary state owned site in Manchester with other staff located in offices outside of Manchester). The effective date for this agreement is January 15, 2016 with an end date of March 31, 2026, with a total lease cost of \$5,960,400.00. Occupancy of the premises and commencement of rental payment shall be April 1, 2016, following completion of all construction as specified.

**EXPLANATION**

The Department has started a series of District Office reconfigurations to meet several objectives: improved public access to services through greater use of technology and less dependence on physical sites; greater access, safety and confidentiality provisions where direct client interactions are necessary; more efficient use of office space; and more efficient use of energy. To date, the Department has closed its Salem District Office and relocated its Southern (Nashua), Seacoast (Portsmouth) and Keene District Offices to help meet those objectives. The Manchester and Concord District Offices were the next areas to be reviewed.

A thorough assessment of caseload by Division and then by staff caseworker showed that Manchester would remain the location to best meet the clientele needs of Hillsborough County. The Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services will occupy this facility, housing one hundred twenty one (121) employees.

As there have not been any previous, current or long-term plans to move the Department of Health and Human Services' Manchester District Office into any State owned facility, the Department initiated a Request for Proposal in April 2014 ending in no viable proposal, therefore, a second Request For Proposal was initiated in February 2015. The 2015 Request for Proposal provided two viable leasehold options; the existing landlord The Maestro Fund, PO Box 468, Portsmouth, New Hampshire, and Airtight IV, LLC, 670 Commercial Street, Manchester, New Hampshire.



Due to program changes, which streamline the way the Department does business with its clients, the current Manchester District Office does not lend itself to transacting business this way. Although the Manchester Landlord presented a proposal renovating the existing office, it did not meet the requirement of the Department relative to cost effectiveness, the Airtight IV facility best meets the needs of the Department in cost and effectiveness of function to best service the needs of the Department's clients (see attached Manchester District Office Comparison).

This building will encourage smart growth by renovating an existing facility. The proposal includes the complete renovation of an existing office building (see attached Tenant Design-Build Intent Specifications) for the Department of Health and Human Services (no other State agencies are considering space in the Manchester area at this time). The square footage is approximately 29,802 square feet.

Financially, a new lease is the only feasible resolution for this District Office. The lease proposal provided by Airtight IV, LLC was offered to the Department as a ten-year lease at a fixed rate for ten years, with no options to extend. The ten-year lease rate structure is as follows:

<u>Term</u>	<u>Per Square Foot</u>	<u>Annual Rent</u>	<u>Percent Increase</u>
Year 1	\$20.00	\$596,040.00	
Year 2	\$20.00	\$596,040.00	0.00%
Year 3	\$20.00	\$596,040.00	0.00%
Year 4	\$20.00	\$596,040.00	0.00%
Year 5	\$20.00	\$596,040.00	0.00%
Year 6	\$20.00	\$596,040.00	0.00%
Year 7	\$20.00	\$596,040.00	0.00%
Year 8	\$20.00	\$596,040.00	0.00%
Year 9	\$20.00	\$596,040.00	0.00%
Year 10	\$20.00	\$596,040.00	0.00%
Total ten-year term		\$5,960,400.00	0.00% Increase over ten-year term

The lease approach was chosen over the purchase approach as the comparison of a lease vs. a purchase (see attached) revealed a savings with the lease of approximately \$7,546,977.00 over the purchase. The purchase costs were estimated using the State of New Hampshire, Department of Administrative Services, Bureau of Public Works, Design And Construction Instruction For Estimating Capital Improvement Projects.

The new lease rate is structured to be payable as a gross lease, inclusive of real estate taxes, insurance, heat, electricity and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping).

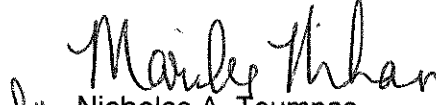
Approval of this renewal lease will allow the Department of Health and Human Services to provide services to the public more efficiently and effectively in a secure and confidential environment. The area served by the Manchester District Office is the majority of the Hillsborough County.



The Honorable Gene Chandler, Chairman  
Long Range Capital Planning and Utilization Committee  
November 23, 2015  
Page 3

Your approval of this new lease agreement to permanently house the Department's Manchester District Office is appreciated.

Respectfully submitted,

  
Nicholas A. Toumpas  
Commissioner

*The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.*

## LEASE SPECIFICS

Landlord:	Airtight IV, LLC 670 Commercial Street Manchester, NH 03101
Location:	1050 Perimeter Road Manchester, NH 03103
Monthly Rent:	Year 1           \$49,670.00 Year 2           \$49,670.00 Year 3           \$49,670.00 Year 4           \$49,670.00 Year 5           \$49,670.00 Year 6           \$49,670.00 Year 7           \$49,670.00 Year 8           \$49,670.00 Year 9           \$49,670.00 Year 10          \$49,670.00
Square Footage:	29,802
Square Foot Rate:	Year 1           \$20.00 Year 2           \$20.00 Year 3           \$20.00 Year 4           \$20.00 Year 5           \$20.00 Year 6           \$20.00 Year 7           \$20.00 Year 8           \$20.00 Year 9           \$20.00 Year 10          \$20.00
Janitorial:	Tenant responsibility
Utilities:	Included in rent
Term:	Commencing April 1, 2016 through March 31, 2026
Total Rent:	\$5,960,400.00

### **Public Notice**

Wanted to rent in Manchester, NH commencing in the fall of 2015, approximately 28,000 – 30,000 square feet of space for use by the NH Department of Health and Human Services as a District Office. All interested parties must offer alternate options for the Tenant's selection of either a 5-year or 10-year lease term. The space and surrounding site offered must be renovated to meet State's programmatic needs and specifications, which must be reviewed in advance of submitting a Letter of Interest in response to this solicitation. To obtain a copy of these specifications please contact Leon Smith, Administrator, Bureau of Planning and Management, 129 Pleasant Street, Concord, NH 03301, or phone: (603) 271-9502. Alternately these specifications may be obtained on the State's WEB site at: <http://admin.state.nh.us/bpm/index2.asp>. Any and all Letters of Interest regarding this request must be received by 2:00 p.m. on Friday, May 30, 2014. The State of New Hampshire reserves the right to accept or reject any or all proposals.

#### **Ad Placement schedule in "Public Notice" section of local newspaper:**

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<b>New Hampshire Union Leader</b>	<b>Friday 4/25/14</b>
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### **Public Notice**

Wanted to rent in Manchester, NH commencing in the fall of 2015, approximately 25,000 – 30,000 square feet of space for use by the NH Department of Health and Human Services as a District Office. All interested parties must offer alternate options for the Tenant's selection of either a 5-year or 10-year lease term. The space and surrounding site offered must be renovated to meet State's programmatic needs and specifications, which must be reviewed in advance of submitting a Letter of Interest in response to this solicitation. To obtain a copy of these specifications please contact Leon Smith, Administrator, Bureau of Facilities and Assets Management, 129 Pleasant Street, Concord, NH 03301, or phone: (603) 271-9502. Alternately these specifications may be obtained on the State's WEB site at: <http://admin.state.nh.us/bpm/index2.asp>. Any and all Letters of Interest regarding this request must be received by 2:00 p.m. on Friday, February 20, 2015. The State of New Hampshire reserves the right to accept or reject any or all proposals.

#### **Ad Placement schedule in "Public Notice" section of local newspaper:**

<b>New Hampshire Union Leader</b>	<b>Friday 2/6/15</b>
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MANCHESTER DISTRICT OFFICE  
195 McGregor Street/1050 Perimeter Road  
Comparison

Five-Year Lease Proposal	MANCHESTER Renovated - 195 McGregor (29,162 Square Feet)			Percent Increase	MANCHESTER New Office - 1050 Perimeter Road - (29,802 Square Feet)			Percent Increase
	Square Foot Rate	Monthly Cost	Yearly Cost		Square Foot Rate	Monthly Cost	Yearly Cost	
Year 1	\$26.00	\$63,184	\$758,212					
Year 2	\$26.78	\$65,080	\$780,958	3%				
Year 3	\$27.58	\$67,024	\$804,288	3%	NO FIVE-YEAR PROPOSAL			
Year 4	\$28.41	\$69,041	\$828,492	3%				
Year 5	\$29.26	\$71,107	\$853,280	3%				
<b>Total Five-Year Term</b>			<b>\$4,025,231</b>					
<b>Ten-Year Lease Proposal</b>								
Year 1	\$22.50	\$54,679	\$656,145		\$20.00	\$49,670	\$596,040	
Year 2	\$23.18	\$56,331	\$675,975	3%	\$20.00	\$49,670	\$596,040	0%
Year 3	\$23.87	\$58,008	\$696,097	3%	\$20.00	\$49,670	\$596,040	0%
Year 4	\$24.59	\$59,758	\$717,094	3%	\$20.00	\$49,670	\$596,040	0%
Year 5	\$25.32	\$61,532	\$738,382	3%	\$20.00	\$49,670	\$596,040	0%
Year 6	\$26.08	\$63,379	\$760,545	3%	\$20.00	\$49,670	\$596,040	0%
Year 7	\$26.87	\$65,299	\$783,583	3%	\$20.00	\$49,670	\$596,040	0%
Year 8	\$27.67	\$67,243	\$806,913	3%	\$20.00	\$49,670	\$596,040	0%
Year 9	\$28.50	\$69,260	\$831,117	3%	\$20.00	\$49,670	\$596,040	0%
Year 10	\$29.36	\$71,350	\$856,196	3%	\$20.00	\$49,670	\$596,040	0%
<b>Total Ten-Year Term</b>			<b>\$7,522,046</b>				<b>\$5,960,400</b>	
<b>Estimated Costs</b>								
Systems Furniture Costs			\$ 230,555				\$ 446,488	
Access Control/Panic Alarm			\$ 55,719				\$ 56,171	
Moving costs			\$ -				\$ 24,000	
<b>Total Associated Costs</b>			<b>\$ 286,274.00</b>				<b>\$ 526,659</b>	

	195 McGregor	1050 Perimeter
Ten-year Proposals	\$7,522,046	\$5,960,400
Total additional costs	\$286,274	\$526,659
<b>Total Ten-Year Costs</b>	<b>\$7,808,320</b>	<b>\$6,487,059</b>
 <b>Additional cost for 195 McGregor</b>	 <b>\$1,321,261</b>	

**MANCHESTER DISTRICT OFFICE  
PURCHASE VS LEASE COMPARISON  
November 23, 2015**

CAPITAL EXPENSE \$ 10,043,274  
RATE 5.0%  
OPERATING EXPENSE RATE \$ 7.50 Per square foot  
OPERATING EXPENSE INFLATION FA 1.50% Per year  
FACILITY SQUARE FOOTAGE 29,802 Square Feet  
CAPITAL EXPENSE BASED ON 29,802 SQUARE FEET @ \$337/SQUARE FOOT

Lease (Full Gross Lease)  
Annual Lease Expenses Year 1 \$596,040.00  
Lease Expense Years 1 - 10 - Actual  
Annual Lease Expense Estimated Years 11 - 20  
(Based on escalator factor of 1.5%)

PURCHASE OPTION							LEASE OPTION		Comparison Purchase vs. Lease
SFY	Rate	Principal	Interest	P&I	Fiscal Year Totals	Estimated Annual Operating Expenses	Total Capital and Operating Expenses	Total Annual Lease Expense	
2016	5.0%	\$ 602,596	\$ 251,082	\$ 853,678					
2016	5.0%	\$ -	\$ 251,082	\$ 251,082	\$ 1,104,760	\$ 223,515	\$ 1,328,275	\$ 596,040	\$ 732,235
2017	5.0%	\$ 602,596	\$ 236,017	\$ 838,613	\$ -	\$ -	\$ -		
2017	5.0%	\$ -	\$ 236,017	\$ 236,017	\$ 1,074,630	\$ 226,868	\$ 1,301,498	\$ 596,040	\$ 705,458
2018	5.0%	\$ 602,596	\$ 220,952	\$ 823,548	\$ -	\$ -	\$ -		
2018	5.0%	\$ -	\$ 220,952	\$ 220,952	\$ 1,044,500	\$ 230,271	\$ 1,274,771	\$ 596,040	\$ 678,731
2019	5.0%	\$ 602,596	\$ 205,887	\$ 808,484	\$ -	\$ -	\$ -		
2019	5.0%	\$ -	\$ 205,887	\$ 205,887	\$ 1,014,371	\$ 233,725	\$ 1,248,095	\$ 596,040	\$ 652,055
2020	5.0%	\$ 602,596	\$ 190,822	\$ 793,419	\$ -	\$ -	\$ -		
2020	5.0%	\$ -	\$ 190,822	\$ 190,822	\$ 984,241	\$ 237,231	\$ 1,221,472	\$ 596,040	\$ 625,432
2021	5.0%	\$ 602,596	\$ 175,757	\$ 778,354	\$ -	\$ -	\$ -		
2021	5.0%	\$ -	\$ 175,757	\$ 175,757	\$ 954,111	\$ 240,789	\$ 1,194,900	\$ 596,040	\$ 598,860
2022	5.0%	\$ 602,596	\$ 160,692	\$ 763,289	\$ -	\$ -	\$ -		
2022	5.0%	\$ -	\$ 160,692	\$ 160,692	\$ 923,981	\$ 244,401	\$ 1,168,382	\$ 596,040	\$ 572,342
2023	5.0%	\$ 602,596	\$ 145,627	\$ 748,224	\$ -	\$ -	\$ -		
2023	5.0%	\$ -	\$ 145,627	\$ 145,627	\$ 893,851	\$ 248,067	\$ 1,141,918	\$ 596,040	\$ 545,878
2024	5.0%	\$ 602,596	\$ 130,563	\$ 733,159	\$ -	\$ -	\$ -		
2024	5.0%	\$ -	\$ 130,563	\$ 130,563	\$ 863,722	\$ 251,788	\$ 1,115,510	\$ 596,040	\$ 519,470
2025	5.0%	\$ 602,596	\$ 115,498	\$ 718,094	\$ -	\$ -	\$ -		
2025	5.0%	\$ -	\$ 115,498	\$ 115,498	\$ 833,592	\$ 255,565	\$ 1,089,157	\$ 596,040	\$ 493,117
2026	5.0%	\$ 401,731	\$ 100,433	\$ 502,164	\$ -	\$ -	\$ -		
2026	5.0%	\$ -	\$ 100,433	\$ 100,433	\$ 602,596	\$ 259,398	\$ 861,995	\$ 604,981	\$ 257,014
2027	5.0%	\$ 401,731	\$ 90,389	\$ 492,120	\$ -	\$ -	\$ -		
2027	5.0%	\$ -	\$ 90,389	\$ 90,389	\$ 582,510	\$ 263,289	\$ 845,799	\$ 614,055	\$ 231,744
2028	5.0%	\$ 401,731	\$ 80,346	\$ 482,077	\$ -	\$ -	\$ -		
2028	5.0%	\$ -	\$ 80,346	\$ 80,346	\$ 562,423	\$ 267,239	\$ 829,662	\$ 623,266	\$ 206,396
2029	5.0%	\$ 401,731	\$ 70,303	\$ 472,034	\$ -	\$ -	\$ -		
2029	5.0%	\$ -	\$ 70,303	\$ 70,303	\$ 542,337	\$ 271,247	\$ 813,584	\$ 632,615	\$ 180,969
2030	5.0%	\$ 401,731	\$ 60,260	\$ 461,991	\$ -	\$ -	\$ -		
2030	5.0%	\$ -	\$ 60,260	\$ 60,260	\$ 522,250	\$ 275,316	\$ 797,566	\$ 642,104	\$ 155,462
2031	5.0%	\$ 401,731	\$ 50,216	\$ 451,947	\$ -	\$ -	\$ -		
2031	5.0%	\$ -	\$ 50,216	\$ 50,216	\$ 502,164	\$ 279,446	\$ 781,609	\$ 651,736	\$ 129,873
2032	5.0%	\$ 401,731	\$ 40,173	\$ 441,904	\$ -	\$ -	\$ -		
2032	5.0%	\$ -	\$ 40,173	\$ 40,173	\$ 482,077	\$ 283,637	\$ 765,714	\$ 661,512	\$ 104,202
2033	5.0%	\$ 401,731	\$ 30,130	\$ 431,861	\$ -	\$ -	\$ -		
2033	5.0%	\$ -	\$ 30,130	\$ 30,130	\$ 461,991	\$ 287,892	\$ 749,882	\$ 671,435	\$ 78,448
2034	5.0%	\$ 401,731	\$ 20,087	\$ 421,818	\$ -	\$ -	\$ -		
2034	5.0%	\$ -	\$ 20,087	\$ 20,087	\$ 441,904	\$ 292,210	\$ 734,114	\$ 681,506	\$ 52,608
2035	5.0%	\$ 401,731	\$ 10,043	\$ 411,774	\$ -	\$ -	\$ -		
2035	5.0%	\$ -	\$ 10,043	\$ 10,043	\$ 421,818	\$ 296,593	\$ 718,411	\$ 691,729	\$ 26,682
<b>Totals</b>		<b>\$ 10,043,274</b>	<b>\$ 4,770,555</b>	<b>\$ 14,813,829</b>	<b>\$ 14,813,829</b>	<b>\$ 5,168,486</b>	<b>\$ 19,982,316</b>	<b>\$ 12,435,339</b>	<b>\$ 7,546,977</b>

Capital Expense Factor determined by Bureau Of Public Works, Design and Construction Instructions for Estimating Capital Improvement Projects as follows:

Square foot cost for Office Space	\$	270.00	\$	270.00
Site Improvement Preparation 1% to 10%		5.0%	\$	13.50
Construction Contingency and Cost Estimates (New) - \$500,000 to \$10,000,000		7.5%	\$	20.25
Consultant/Bureau of Public Works, Design & Construction Engineering Services		10.0%	\$	27.00
Total Project			\$	330.75
LEED Silver certification: Increase total project estimate by 1.5% - 3%		2.0%	\$	6.62
<b>Capital Expense Factor \$337/Per Square Foot</b>			<b>\$</b>	<b>337</b>

# Search Results

**Current Search Terms:** airtight\* IV LLC\*

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

## Glossary

### Search

### Results

Entity

Exclusion

### Search

### Filters

By Record  
Status

By  
Functional  
Area - Entity  
Management

By  
Functional  
Area -  
Performance  
Information

SAM | System for Award Management 1.0

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
BUREAU OF PLANNING AND MANAGEMENT  
STANDARD LEASE AGREEMENT

1. **Parties to the Lease:**

This indenture of Lease is made this \_\_\_\_\_ day of \_\_\_\_\_, by the following parties:

**1.1 The Lessor** (who is hereinafter referred to as the "Landlord") is:

**Name:** Airtight IV, LLC

(individual or corporate name)

**State of Incorporation:** New Hampshire

(if applicable)

**Business Address:** 670 Commercial Street

Street Address (principal place of business)

<u>Manchester</u>	<u>New Hampshire</u>	<u>03101</u>	<u>(603) 622-6223</u>
City	State	Zip	Telephone number

**1.2 The Lessee** (who is hereinafter referred to as the "Tenant") is: THE STATE OF NEW HAMPSHIRE,  
acting by and through its Director or Commissioner of:

**Department Name:** Health and Human Services

**Address:** 129 Pleasant Street

Street Address (official location of Tenant's business office)

<u>Concord,</u>	<u>New Hampshire</u>	<u>03301</u>	<u>(603) 271-9502</u>
City	State	Zip	Telephone number

**WITNESSETH THAT:**

2. **Demise of the Premises:**

For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

**Location of Space to be leased:** 1050 Perimeter Road - Ground level, Suites 303, 401 and 501

(street address, building name, floor on which the space is located, and unit/suite # of space)

<u>Manchester,</u>	<u>New Hampshire</u>	
City	State	Zip

**The demise of the premises consists of:** approximately 29,802 square feet

(provide square footage of the leased space)

The Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. "Demise Documentation" has been provided which includes accurate floor plans depicting the Premises showing the extent of the space for the Tenants' exclusive use and all areas to be used in common with others, together with site plan showing all entrance to the Premises and all parking areas for the Tenant's use; these documents have been reviewed, accepted, agreed-to and signed by both parties and placed on file, and shall be deemed as part of the lease document.

3. **Effective Date; Term; Delays; Extensions; and Conditions upon Commencement:**

**3.1 Effective Date:** The effective dates of Agreement shall be:

Commencing on the 15th day of January, in the year 2016, and ending on the  
31st day of March, in the year 2026, unless sooner terminated  
in accordance with the Provisions hereof.

Landlord Initials: W

Date: 6/25/15



**3.2 Occupancy Term:** Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of 10 year(s) commencing on the 1st day of April in the year 2016, unless sooner terminated in accordance with the Provisions hereof.

**3.3 Delay in Occupancy and Rental Payment Commencement:** In the event of the Effective Date of the Agreement being prior to that which is set forth for Occupancy Term in 3.2. herein, commencement of the Tenant's occupancy of the Premises and payment of rent shall be delayed until construction and/or renovation of the Premises is complete and a copy of the "Certificate of Occupancy" (if said certificate is required by the local code enforcement official having jurisdiction) for the Premises has been delivered to the Tenant; the parties hereto agree this shall be upon the date set forth in 3.2 Occupancy Term herein. Upon this date the Tenant shall commence payment of rent in conformance with the terms and conditions herein and as set forth in the Schedule of Payments included and attached hereto as "Exhibit A". Notwithstanding the foregoing, commencement of occupancy and rental payments shall be further conditioned upon all other terms and conditions set forth in the Agreement herein.

A) **"Completion" defined as "Substantial Completion":** Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by both Parties that "complete" shall mean "substantially completed". "Substantial Completion" is defined as no leasehold improvement deficiencies that would unreasonably adversely affect the Tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies unreasonably adversely affect the Tenant's business operation. Notwithstanding the foregoing, nothing shall relieve the Landlord from their responsibility to fully complete all agreed renovations set forth or attached hereto.

**3.4 Extension of Term:** The Tenant shall have the option to extend the Term for (*number of options*) No Additional term(s) of 0 year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

**3.5 Conditions on the Commencement and Extension of Term:**

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of any Term, and any amendment or extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

**4. Rent:**

**4.1 Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: (*insert month, date and year*) April 1, 2016

The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit A".

**4.2 Taxes and other Assessments:** The Landlord shall be responsible for, and pay for, all taxes and other assessment(s) applicable to the Premises.

Landlord Initials: W

Date: 11-25-15

5. **Conditional Obligation of the State:**

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant 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 Tenant 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 Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. **Utilities:** *Select one of the following standard clauses specifying the party(s) responsible for the provision of utilities indicating the applicable clause with an "x". If neither clause provides an adequate or accurate explanation provide a detailed explanation as a "Special Provision" in "Exhibit D" herein.*

- ☐ The Landlord shall furnish all utilities and the Tenant shall remit reimbursement for their provision no later than thirty (30) days after receipt of Landlord's copy of the utility invoice(s). Any exceptions to the forgoing specifying certain utilities which the Landlord will provide with no reimbursement payment from the Tenant shall be listed in the space below:

Exceptions: \_\_\_\_\_

**OR:**

- ☒ The Landlord shall at their own and sole expense furnish all utilities, the Tenant shall make no reimbursement. Any exceptions to the forgoing specifying certain utilities that the Tenant shall be responsible for arranging and making direct payment to the provider thereof shall be listed in the space below:

Exceptions: Tenant solely responsible for telephone, data and security surveillance services with  
direct payment to provider thereof.

**6.1 General Provisions:** The Landlord agrees to furnish heat, ventilation and air-conditioning to the Premises in accordance with current industry standards as set forth by the American Industrial Hygiene Association or AIHA and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHRAE during the Tenant's business hours, the indoor air temperature of the Premises shall range from 68° F to 75° F during the winter, and 69° F to 76° F in the summer; if humidity control is provided relative humidity in the Premises shall range from 30% to 60%. During the Tenant's business hours heating, ventilation and air-conditioning shall also be provided to any common hallways, stairways, elevators and lavatories which are part of the building to which the Premises are a part. The Tenant agrees that provision of heating, ventilation and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHRAE and AIHA standards, and in conformance with the provisions of Section 8 "Maintenance and Repair" herein, and in a manner sufficient to provide consistent compliance with the State of New Hampshire's Clean Indoor Air Standards" (RSA 10:B). If the premises are not equipped with an air handling system that provides centralized air-conditioning or humidity control the provisions set forth herein regarding these particular systems shall not apply.

**6.2 Sewer and Water Services:** The Landlord shall provide and maintain in good and proper working order all sewer and water services to the Premises. Provision of said services shall include payment of all charges, expenses or fees incurred with provision of said services. All sewer and water services shall be provided and maintained in conformance with all applicable regulatory laws and ordinances.

Landlord Initials: \_\_\_\_\_

Date: 11/25/15

**6.3 Electrical and Lighting:** The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

**7. Use of Premises:**

The Tenant shall use the premises for the purpose of:

office space for its employees engaged in the delivery of health and human services

and for any other reasonable purposes that may arise in the course of the Tenant's business.

**8. Maintenance and Repair by the Landlord:**

**8.1 General Provisions:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises or any appurtenance thereto, which may become necessary during the Term or any extension or amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of any existent roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

**8.2 Maintenance and Repair of Broken Glass:** The Landlord shall replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.

**8.3 Recycling:** The Landlord shall cooperate with the Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

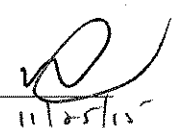
**8.4 Window Cleaning:** The Landlord shall clean both the exterior and interior surfaces of all windows in the Premises annually. Window cleaning shall be completed no later than July 1<sup>st</sup> of every year.

**8.5 Snow Plowing and Removal:** The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1<sup>st</sup> of each year.

Landlord Initials: 

Date: 11/25/15

- 8.6 Parking Lot Maintenance:** Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:
- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
  - B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
  - C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.
- 8.7 Site Maintenance:** Landlord shall maintain and provide as follows:
- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
  - B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
  - C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.
  - D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.
- 8.8 Heating Ventilation and Air Conditioning (HVAC):** The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with the standards set forth by the State of New Hampshire NH "Clean Indoor Air" act (RSA 10:B) and in accordance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.
- A) **Maintenance of Air Quality Standards:** In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency, including objective analysis of the indoor air quality.
  - B) Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.

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- C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.

**8.9 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc:**

Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report.

**8.10 Interior finishes and surfaces:**

Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.

**8.11 Janitorial Services:** Provision of janitorial services to the Premises shall be as described below, and as specified in a schedule of services that shall be attached as "Exhibit B" hereto.

☐ Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit B hereto.

**OR:**

☒ Janitorial Services shall be provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit B hereto.

**8.12 Failure to Maintain, Tenant's Remedy:** If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within ten (10) calendar days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

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**9. Manner of Work, Compliance with Laws and Regulations:** All new construction, renovations and/or alterations to existing buildings, hereinafter known as "work" shall conform to the following:

All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent floor plans, specifications, and schedules; which together shall be called the "Tenant's Design-Build Documents". The Tenant's finalized version of the Design-Build Documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document.

**9.1 Barrier-Free Accessibility:** No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally Barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275 C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 "Minimum Requirements" (for new construction).

**9.2 Work Clean Up:** The Landlord or Tenant, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.

**9.3 State Energy Code:** New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.

**9.4 Alterations, etc.:** The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.

**9.5 Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.

**10. New construction, Additions, Renovations or Improvements to the Premises:**

The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be provided in conformance with the provisions set forth in Section 9 herein and in conformance with the Tenant's Design-Build specifications and plans which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. It shall be the Landlord's responsibility to provide any and all necessary construction drawings and/or specifications, inclusive (if required for conformance with applicable permitting process) of provision of licensed architectural or engineering stamp(s), and abiding by all review and permitting processes required by the local code enforcement official having jurisdiction. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

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**10.1 Provision of Work, etc.:** Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.

A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements, or be paid in accordance with a payment schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit A "Schedule of Payments" herein and be listed as a separate section to the Schedule of Payments.

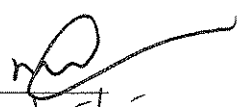
**10.2 Schedule for Completion:** All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

**10.3 Landlord's Delay in Completion; Failure to Complete, Tenant's Options:** If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

- A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or
- B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

**11. Quiet Enjoyment:** Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.

**12. Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

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13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.

14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.

**See Exhibit D for text replacing Section 15 Insurance**

15. **Insurance:** ~~During the Term and any extension thereof, the Landlord 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 with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described 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. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.~~


**15.1 Workers Compensation Insurance:** ~~To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant 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 Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.~~

16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:

**16.1 Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.

**16.2 Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.

**16.3 Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. 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.

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**17. Fire, Damage and Eminent Domain:** The Tenant and Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises, or the property to which they are a part, be substantially damaged by fire or other peril, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.

**17.1 Landlord's Repair:** In the event of damage to the Premises that can be repaired within ninety (90) days:

- A) No later than five (5) days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; and,
- B) The Landlord shall thereupon expeditiously, at their sole expense and in good and workmanlike manner, undertake and complete such repairs that are necessary to restore the Premises to its previous condition.
- C) The Landlord may provide alternate temporary space for the Tenant until such time that the Premises are restored to a condition that is substantially suitable for the Tenant's intended use. Alternate temporary space is subject to the acceptance of the Tenant. Should said temporary space provide less square footage and/or limited services for the Tenant's use, a proportionate abatement of the rent shall be made.

**17.2 Tenant's Remedies:** In the event the Premises cannot be repaired within ninety (90) days of said fire or other cause of damage, or the Tenant is unwilling or unable to wait for completion of said repair, the Tenant may, at its sole discretion, terminate the agreement herein effective as of the date of such fire or damage, without liability to the Landlord and without further obligation to make rental payments.

**17.3 Landlord's Right To Damages:** The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.

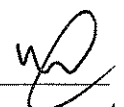
**18. Event of Default; Termination by the Landlord and the Tenant:**

**18.1 Event of Default; Landlord's Termination:** In the event that:

- A) **Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or
- B) **Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observance of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

**18.2 Landlord's Default: Tenant's Remedies:** In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.

**18.3 Rights Hereunder:** The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

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19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.

20. **Hazardous Substances:**

20.1 **Disclosure:** The Landlord warrants that to their knowledge and belief, the Premises are free of present or potential contamination which may impact the health or safety of the occupants; examples include but are not limited to: hazardous substances such as asbestos, lead and/or mold.

20.2 **Maintenance/Activity Compliance:** In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable statutes, regulations and/or accepted protocols regarding the handling of said materials.

20.3 **Action to Remove/Remediate:** The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance. Notwithstanding the foregoing, the provisions of 20.5 herein regarding Asbestos shall prevail.

20.4 **Non-Permitted Use, Generation, Storage or Disposal:** The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Use.

20.5 **Asbestos:**

- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be preformed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

20.6 **Material Safety Data Sheets (MSDS)**

- A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.
- B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

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**21. Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.

**22. Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.

**23. Required Property Management and Contact Persons:** During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

**23.1 Property Management:** Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.

**LANDLORD'S PROPERTY MANAGEMENT CONTACT:**

Name: Brady Sullivan Properties - Stephanie Fraser

Title: Property Manager

Address: 670 Commercial Street, Manchester, NH Phone (603) 622-6223

Email Address: sfraser@bradysullivan.com

**23.2 Tenant's Contact Person:** Notwithstanding the provisions of Section "22 Notice", the Tenant shall employ and/or identify a designated contact person who shall be responsible for conveying all facility concerns regarding the Premises and/or receiving all maintenance reports, testing results and general correspondence during the term. The Tenant shall provide the Landlord with the information listed below for the designated contact person.

**TENANT'S CONTACT PERSON:**

Name: Leon Smith

Title: Administrator

Address: 129 Pleasant Street, Concord, NH 03301 Phone: (603) 271-9502

Email Address: ljsmith@dhhs.state.nh.us

**24. Landlord's Relation to the State of New Hampshire:** In the performance of this Agreement the Landlord is in all respects an independent contractor, and is neither an agent nor an employee of the State of New Hampshire (the "State"). Neither the Landlord 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.

**25. Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity:**

**25.1 Compliance with Laws, etc:** In connection with the performance of the Services set forth herein, the Landlord shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Landlord, including, but not limited to, civil rights and equal opportunity laws. In addition, the Landlord shall comply with all applicable copyright laws.

A) The Tenant reserves the right to offset from any amounts otherwise payable to the Landlord 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.

**25.2 Discrimination:** During the term of this Agreement, the Landlord 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.

**25.3 Funding Source:** If this Agreement is funded in any part by monies of the United States, the Landlord shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these

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regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord'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.

**26. Personnel:**

The Landlord shall at its' own expense provide all personnel necessary to perform any and/or all services which they have agreed to provide. The Landlord 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.

**27. Bankruptcy and Insolvency:** If the Landlord's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Landlord, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Landlord shall receive actual notice thereof, or if Landlord shall be adjudicated a bankrupt, or if Landlord shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, the Tenant may terminate this lease by giving written notice thereof to the Landlord.

**28. Miscellaneous:**

**28.1 Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.

**28.2 No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

**28.3 Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.

**28.4 Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.

**28.5 Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.


**28.6 Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.

**28.7 No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.

**28.8 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.

**28.9 Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.

**28.10 Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: 

Date: 11/20/15

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

**TENANT:** The State of New Hampshire, acting through its' Department of Health and Human Services

Authorized by: (full name and title) Sherr L. Rockburn

Sherr L. Rockburn, Chief Financial Officer

**LANDLORD:** (full name of corporation, LLC or individual) Airtight IV, LLC

Authorized by: (full name and title) Arthur Sullivan

Signature

Print: Arthur Sullivan, Member  
Name & Title

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: New Hampshire COUNTY OF: Hillsborough

UPON THIS DATE (insert full date) November 25, 2015, appeared before

me (print full name of notary) Maryann Finocchiaro the undersigned officer personally

appeared (insert Landlord's signature) Arthur Sullivan

who acknowledged him/herself to be (print officer's title, and the name of the corporation) Member of

Airtight IV, LLC

and that as such

Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)

MARYANN FINOCCHIARO, Notary Public  
My Commission Expires August 22, 2017

**APPROVALS:**

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability" have been set forth in a "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

**Approved by the Department of Justice as to form, substance and execution:**

Approval date: 12/1/15

Approving Attorney: Megan A. Yagle

Megan A. Yagle - Attorney

**Approved by the Governor and Executive Council:**

Approval date: \_\_\_\_\_

Signature of the Deputy Secretary of State: \_\_\_\_\_

Landlord Initials: AS

Date: 11/25/15

The following Exhibits shall be included as part of this lease:

**EXHIBIT A  
SCHEDULE OF PAYMENTS**


**Part I: Rental Schedule:** *Insert or attach hereto a schedule documenting all rental payments due during the initial Term and during any extensions to the Term. Specify the annual rent due per year, the resulting approximate cost per square foot, monthly rental payments due, and the total rental cost of the Term. Define and provide methodology for any variable escalation (such as Consumer Price Index escalation) clauses which may be applied towards the annual rent, setting forth the agreed maximum cost per annum and term.*

The Premises are comprised of approximately 29,802 square feet of space (as set forth in "Section 2" herein). These figures have been used to calculate the rental costs of the Premises set forth in the "Rental Schedule" below. The Tenant shall pay the monthly and annual costs set forth in the "Rental Schedule".

After the Effective Date of the Agreement forth in Section 3.1 herein the Landlord shall have until the date set forth for commencement of the "Occupancy Term" in Section 3.2 herein to complete construction of the Premises. Rental payments for the Premises shall commence upon the "Occupancy Term" and be in accordance with the "Rental Schedule" herein.

TEN (10) YEAR RENTAL SCHEDULE

<u>Term</u>	<u>Dates</u>	<u>Approximate Cost Per Square Foot</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>	<u>Approximate % Increase Over Previous Year</u>
Year 1	4/1/2016 – 03/31/2017	\$20.00	\$49,670.00	\$596,040.00	
Year 2	4/1/2017 – 03/31/2018	\$20.00	\$49,670.00	\$596,040.00	0.00%
Year 3	4/1/2018 – 03/31/2019	\$20.00	\$49,670.00	\$596,040.00	0.00%
Year 4	4/1/2019 – 03/31/2020	\$20.00	\$49,670.00	\$596,040.00	0.00%
Year 5	4/1/2020 – 03/31/2021	\$20.00	\$49,670.00	\$596,040.00	0.00%
Year 6	4/1/2021 – 03/31/2022	\$20.00	\$49,670.00	\$596,040.00	0.00%
Year 7	4/1/2022 – 03/31/2023	\$20.00	\$49,670.00	\$596,040.00	0.00%
Year 8	4/1/2023 – 03/31/2024	\$20.00	\$49,670.00	\$596,040.00	0.00%
Year 9	4/1/2024 – 03/31/2025	\$20.00	\$49,670.00	\$596,040.00	0.00%
Year 10	4/1/2025 - 03/31/2026	\$20.00	\$49,670.00	<u>\$596,040.00</u>	0.00%
Total ten-year term				\$5,960,400.00	

Landlord Initials: 

Date: 11/25/15

**Part II:**    **Additional Costs:** *Disclose and specify any additional Tenant costs or payments which are not part of the "rent" set forth in "Part I" above but due and payable under the terms of the Agreement herein. Disclosure to include the dates or time frames such payments are due, and if applicable a "schedule of payments" for any installments to be paid towards the total additional payment.*


Additional Payments: Additional payments may be made to the Landlord by the Tenant as unencumbered payments under this agreement for alterations, renovations and modifications to the subject premises, up to \$1,000.00 per event, not to exceed a maximum of \$5,000.00 per year, subject to the mutual agreement of both the Landlord and the Tenant and without further approval of the Governor and Council for the duration of this lease agreement as indicated in Section 3.1 of the General Provisions.

Landlord Initials: 

Date: 11/25/15

**ATTACHMENT TO EXHIBIT A  
TENANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS**


<i>State Fiscal Year</i>	<i>Month</i>	<i>Square Foot Rate</i>	<i>Total Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2016	4/1/2016	\$ 20.00	\$ 49,670.00		
	5/1/2016	\$ 20.00	\$ 49,670.00		
	6/1/2016	\$ 20.00	\$ 49,670.00		\$ 149,010.00
2017	7/1/2016	\$ 20.00	\$ 49,670.00		
	8/1/2016	\$ 20.00	\$ 49,670.00		
	9/1/2016	\$ 20.00	\$ 49,670.00		
	10/1/2016	\$ 20.00	\$ 49,670.00		
	11/1/2016	\$ 20.00	\$ 49,670.00		
	12/1/2016	\$ 20.00	\$ 49,670.00		
	1/1/2017	\$ 20.00	\$ 49,670.00		
	2/1/2017	\$ 20.00	\$ 49,670.00		
	3/1/2017	\$ 20.00	\$ 49,670.00	\$ 596,040.00	
	4/1/2017	\$ 20.00	\$ 49,670.00		
	5/1/2017	\$ 20.00	\$ 49,670.00		
	6/1/2017	\$ 20.00	\$ 49,670.00		\$ 596,040.00
2018	7/1/2017	\$ 20.00	\$ 49,670.00		
	8/1/2017	\$ 20.00	\$ 49,670.00		
	9/1/2017	\$ 20.00	\$ 49,670.00		
	10/1/2017	\$ 20.00	\$ 49,670.00		
	11/1/2017	\$ 20.00	\$ 49,670.00		
	12/1/2017	\$ 20.00	\$ 49,670.00		
	1/1/2018	\$ 20.00	\$ 49,670.00		
	2/1/2018	\$ 20.00	\$ 49,670.00		
	3/1/2018	\$ 20.00	\$ 49,670.00	\$ 596,040.00	
	4/1/2018	\$ 20.00	\$ 49,670.00		
	5/1/2018	\$ 20.00	\$ 49,670.00		
	6/1/2018	\$ 20.00	\$ 49,670.00		\$ 596,040.00
2019	7/1/2018	\$ 20.00	\$ 49,670.00		
	8/1/2018	\$ 20.00	\$ 49,670.00		
	9/1/2018	\$ 20.00	\$ 49,670.00		
	10/1/2018	\$ 20.00	\$ 49,670.00		
	11/1/2018	\$ 20.00	\$ 49,670.00		
	12/1/2018	\$ 20.00	\$ 49,670.00		
	1/1/2019	\$ 20.00	\$ 49,670.00		
	2/1/2019	\$ 20.00	\$ 49,670.00		
	3/1/2019	\$ 20.00	\$ 49,670.00	\$ 596,040.00	
	4/1/2019	\$ 20.00	\$ 49,670.00		
	5/1/2019	\$ 20.00	\$ 49,670.00		
	6/1/2019	\$ 20.00	\$ 49,670.00		\$ 596,040.00
2020	7/1/2019	\$ 20.00	\$ 49,670.00		
	8/1/2019	\$ 20.00	\$ 49,670.00		
	9/1/2019	\$ 20.00	\$ 49,670.00		
	10/1/2019	\$ 20.00	\$ 49,670.00		
	11/1/2019	\$ 20.00	\$ 49,670.00		
	12/1/2019	\$ 20.00	\$ 49,670.00		
	1/1/2020	\$ 20.00	\$ 49,670.00		

Landlord Initials: 

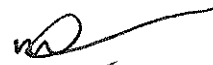
Date: 11/25/19



2021	2/1/2020	\$	20.00	\$	49,670.00	
	3/1/2020	\$	20.00	\$	49,670.00	\$ 596,040.00
	4/1/2020	\$	20.00	\$	49,670.00	
	5/1/2020	\$	20.00	\$	49,670.00	
	6/1/2020	\$	20.00	\$	49,670.00	\$ 596,040.00
	7/1/2020	\$	20.00	\$	49,670.00	
	8/1/2020	\$	20.00	\$	49,670.00	
	9/1/2020	\$	20.00	\$	49,670.00	
	10/1/2020	\$	20.00	\$	49,670.00	
	11/1/2020	\$	20.00	\$	49,670.00	
	12/1/2020	\$	20.00	\$	49,670.00	
	1/1/2021	\$	20.00	\$	49,670.00	
2022	2/1/2021	\$	20.00	\$	49,670.00	
	3/1/2021	\$	20.00	\$	49,670.00	\$ 596,040.00
	4/1/2021	\$	20.00	\$	49,670.00	
	5/1/2021	\$	20.00	\$	49,670.00	
	6/1/2021	\$	20.00	\$	49,670.00	\$ 596,040.00
	7/1/2021	\$	20.00	\$	49,670.00	
	8/1/2021	\$	20.00	\$	49,670.00	
	9/1/2021	\$	20.00	\$	49,670.00	
	10/1/2021	\$	20.00	\$	49,670.00	
	11/1/2021	\$	20.00	\$	49,670.00	
	12/1/2021	\$	20.00	\$	49,670.00	
	1/1/2022	\$	20.00	\$	49,670.00	
2023	2/1/2022	\$	20.00	\$	49,670.00	
	3/1/2022	\$	20.00	\$	49,670.00	\$ 596,040.00
	4/1/2022	\$	20.00	\$	49,670.00	
	5/1/2022	\$	20.00	\$	49,670.00	
	6/1/2022	\$	20.00	\$	49,670.00	\$ 596,040.00
	7/1/2022	\$	20.00	\$	49,670.00	
	8/1/2022	\$	20.00	\$	49,670.00	
	9/1/2022	\$	20.00	\$	49,670.00	
	10/1/2022	\$	20.00	\$	49,670.00	
	11/1/2022	\$	20.00	\$	49,670.00	
	12/1/2022	\$	20.00	\$	49,670.00	
	1/1/2023	\$	20.00	\$	49,670.00	
2024	2/1/2023	\$	20.00	\$	49,670.00	
	3/1/2023	\$	20.00	\$	49,670.00	\$ 596,040.00
	4/1/2023	\$	20.00	\$	49,670.00	
	5/1/2023	\$	20.00	\$	49,670.00	
	6/1/2023	\$	20.00	\$	49,670.00	\$ 596,040.00
	7/1/2023	\$	20.00	\$	49,670.00	
	8/1/2023	\$	20.00	\$	49,670.00	
	9/1/2023	\$	20.00	\$	49,670.00	
	10/1/2023	\$	20.00	\$	49,670.00	
	11/1/2023	\$	20.00	\$	49,670.00	
	12/1/2023	\$	20.00	\$	49,670.00	
	1/1/2024	\$	20.00	\$	49,670.00	
	2/1/2024	\$	20.00	\$	49,670.00	
	3/1/2024	\$	20.00	\$	49,670.00	\$ 596,040.00
	4/1/2024	\$	20.00	\$	49,670.00	
	5/1/2024	\$	20.00	\$	49,670.00	
	6/1/2024	\$	20.00	\$	49,670.00	\$ 596,040.00

Landlord Initials:   
Date: 11/25/25

2025	7/1/2024	\$	20.00	\$	49,670.00	
	8/1/2024	\$	20.00	\$	49,670.00	
	9/1/2024	\$	20.00	\$	49,670.00	
	10/1/2024	\$	20.00	\$	49,670.00	
	11/1/2024	\$	20.00	\$	49,670.00	
	12/1/2024	\$	20.00	\$	49,670.00	
	1/1/2025	\$	20.00	\$	49,670.00	
	2/1/2025	\$	20.00	\$	49,670.00	
	3/1/2025	\$	20.00	\$	49,670.00	\$ 596,040.00
	4/1/2025	\$	20.00	\$	49,670.00	
	5/1/2025	\$	20.00	\$	49,670.00	
	6/1/2025	\$	20.00	\$	49,670.00	\$ 596,040.00
2026	7/1/2025	\$	20.00	\$	49,670.00	
	8/1/2025	\$	20.00	\$	49,670.00	
	9/1/2025	\$	20.00	\$	49,670.00	
	10/1/2025	\$	20.00	\$	49,670.00	
	11/1/2025	\$	20.00	\$	49,670.00	
	12/1/2025	\$	20.00	\$	49,670.00	
	1/1/2026	\$	20.00	\$	49,670.00	
	2/1/2026	\$	20.00	\$	49,670.00	
Total Rent	3/1/2026	\$	20.00	\$	49,670.00	\$ 596,040.00 \$ 447,030.00
						\$5,960,400.00 \$ 5,960,400.00

Landlord Initials: 

Date: 11/25/15

## EXHIBIT B

**JANITORIAL SERVICES:** *specify which party shall be responsible for provision of janitorial services to the Premises (and/or portions of the Premises) during the Term. Specify what those services shall include, and how often they shall be provided. Provide any additional information required for clarification of duties and scheduling.*

1. Tenant shall assume responsibility for and pay for all janitorial services to the Premises during the term herein. These services shall include, but not be limited to, the following:
  - Daily Vacuuming of all floors in the Premises
  - Daily Damp mop cleaning of the resilient flooring in the rest room.
  - Daily Cleaning of all fixtures and surfaces within the rest room
  - Consistent Provision of all supplies within the rest room, such as toilet paper and paper towels, and
  - Daily Disposal of all office rubbish from wastebaskets and containers within the Premises. The Tenant and or the Tenant's janitorial service provider shall bag and remove all garbage, rubbish, debris and other refuse from the Premises daily and deposit it in a dumpster or compactor maintained by the Landlord.
2. Landlord shall assume responsibility for and pay for the following:
  - a. The Landlord shall be responsible for the replacement of any expired light bulbs, lamps and/or fluorescent tubes in the interior of the Premises; and,
  - b. The Landlord shall be responsible for the replacement of any expired or broken light bulbs, lamps and/or fluorescent tubes located at the exterior of the Premises and/or fixtures in the parking lot and site areas serving the Premises; and,
  - c. The Landlord shall be responsible for the replacement of any and all (regardless of interior or exterior) broken or improperly operating light fixtures, and/or ballasts throughout the Premises.
  - d. The Landlord shall be responsible for cleaning the exterior surfaces of all windows within the Premises annually.
  - e. The Landlord shall be responsible for providing a dumpster or compactor maintained by the Landlord on a pad located within the site to which the Premises are a part. Use of the Landlord's dumpster or compactor shall be without additional charge to the Tenant, included in the annual rent.
  - f. The Landlord is responsible for the timely provision of all services specified herein in section 8 "Maintenance and Repair by the Landlord".

Landlord Initials: mw

Date: 11/25/15

## EXHIBIT C

### Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements and Recycling

**Part I** Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference. *Specify in text and/or illustrate the manner in which all renovations recommended by the AB Committee will be provided at the Premises. Define which party, the Landlord or Tenant, shall be responsible for providing and funding said renovations and the time frame allowed for completion.*

1. As set forth in the agreement herein all work provided to the Premises during renovations described in Part III herein shall conform to all applicable codes including but not limited to those pertaining to architecturally barrier-free accessibility. Such renovations shall also include any improvements specifically requested by the State of New Hampshire's Architectural Barrier-Free Design (AB) Committee in their "letter of opinion" which shall be attached herein.
2. Throughout the Term the Tenant shall assure the paths of travel required for barrier-free accessibility from the parking lot into public and staff entrances remain free of any obstacles such as cigarette disposal units, trash cans, planters, etc.
3. Upon inception of the Term, the Tenant shall provide and install a minimum of four (4) assistive listening devices in an open area at the lobby/reception area. All Staff will be trained/advised on location of these devices and their use, and extra batteries will be kept with each device. The intended use of the devices will be for the client conference room, fair hearing room, staff conference room and lobby/reception area. Additionally, code conforming signage advising clients that these devices are available will be provided and installed at the lobby/reception area, client conference room, fair hearing room and staff conference room.
4. In conjunction with bus stop relocation plan, Tenant to provide referral for transportation coordination services at the reception desk which includes, but is not limited to, providing accessible transportation resources, referrals, assistance with filling out forms, and arranging for pick-up or drop off services. Tenant to provide ADA compliant signage in reception area which notifies clients of the referral for transportation coordination service.

**Part II** Certification from the State of New Hampshire Department of Environmental Services ("Environmental Services") stating the Premises comply with the requirements of State of New Hampshire RSA 10:B "Clean Indoor Air in State Buildings" ("clean air") as defined by Chapter Env-A 2200 has either been obtained and a copy of said certification attached herein, or shall be obtained in accordance with the following:

No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in conformance with requirements set forth in Chapter Env-A 2200 in accordance with the requirements of the Agreement herein. *Specify which party – the Landlord or the Tenant- shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the requirements of Chapter Env-A 2200, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity, the time frame to be allowed for providing remedy, and which party shall bear the cost of re-testing and repair required until such time a "certification of compliance" is issued.*

After completion of renovations but prior to Tenant's occupancy the Landlord (at their sole expense) shall hire technicians (who meet "Environmental Services" criteria of

Landlord Initials: 

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professional accreditation) to perform the State of New Hampshire "Clean Air" testing in accordance with certain requirements set forth in "Environmental Services" Administrative Rules Chapter Env – A2200. At the same time, the Landlord shall also have all areas of the Premises tested for the presence of lead. No more than five (5) days of receipt of the air quality and lead tests results the Landlord shall submit a copy to the Tenant, and a notarized copy to NHDES, the copy addressed to NHDES shall be delivered to: "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095. In the instance of testing results showing deficiency in any criterion, the Landlord shall consult with the State of New Hampshire and the accredited consultant that performed the testing to gain their recommendation of "best practice" for provision of remedy, and thereafter implement provision of such remedy through repair/alteration to the Premises. Any and all required repairs or alterations determined to be necessary under this provision shall be completed within a reasonable time frame, in no instance exceeding thirty (30) days after report of the deficiency. After the completion of all repairs the Landlord shall provide air-quality testing for the previously deficient area to prove remedy has been provided, the results shall be sent to the Tenant as proof of conformance. The Landlord shall be obligated to comply with the forgoing protocol until such time the Premises conforms to Environmental Services "ENV-A2200" standards.

**Part III Improvements, Renovations or New Construction ("work"):** In the event that the Agreement herein includes provisions for such "work" to be provided, the Tenant's finalized version of Design-Build floor plans, specifications and any supplemental defining documents depicting all "work" shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. The Tenant and the Landlord shall both retain copies of these documents. Tenant shall provide complete copies to the State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

1. No later than the date set forth in "3.2 Occupancy Term" herein, the Landlord shall, at the sole expense of the Landlord, substantially complete provision of all required construction and improvements to the Premises delivering it in "turn-key" condition to the Tenant. Scope of improvements shall be as defined in the following documents attached hereto:
  - a. Tenant Design-Build Intent Improvement Specifications for the Premises located at: 1050 Perimeter Road, Manchester and;
  - b. DHHS Tenant Design-Build Intent Plan SK-1 1050 Perimeter Road, Manchester
  - c. DHHS Tenant Demise Plan SK-2 1050 Perimeter Road, Manchester
  - d. DHHS Tenant Parking Diagram SP-1 1050 Perimeter Road, Manchester
2. The Landlord's minimum obligation regarding provision and fit up of the Premises shall include but not be limited to provision of the level of quality, type of space, configuration, specifications and finishes set forth in the documents listed above, including provision of an interior layout conforming to that which is shown in the Tenant's plans. Notwithstanding the foregoing the Tenant shall allow for reasonable variations if needed in order to accommodate structural and/or mechanical requirements.

**Part IV Recycling:** The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled "Recycling" which shall be made part of the Agreement by reference.

1. The Tenant, or the Tenant's Janitorial provider (Provider), shall recycle all waste products for which markets are available. The following products shall be included:

Landlord Initials:   
Date: 11/25/15

mixed paper, including boxboard, corrugated cardboard, shredded paper and containers (plastic, tin, cans, bottles and glass).

2. The Tenant shall place all items intended for recycling in collection bins, which shall be provided and properly labeled by the Tenant. These bins shall be provided in no less than four (4) locations throughout the Premises. The Provider shall remove the items intended for recycling from the Tenant's collection bins, bag and document the recycling, and conveying and depositing it at a recycling center.
3. The Provider shall document the volume and estimated average weight of items collected for recycling in the following manner:
  - a. Once (one time) per week the Provider shall gather waste products for recycling from the Premises, these items shall be properly sorted and deposited into garbage bags;
  - b. Upon inception of services the Provider shall weigh "sample" bags of each sorted commodity and document the approximate average weight of full or partially full bags per each commodity.
  - c. Upon each collection the Provider shall document via notation ("tick marks on a clipboard will suffice) the number of bags collected per commodity and whether the bags are full or partially full.
  - d. At the end of each month the Provider shall tally the number of bags per commodity, which were either full or partially full, multiply that sum by the average weight of such bags, thereby establishing a volume tally.
    - i. On a Quarterly basis the Provider shall send the results of these monthly volume tallies to the Tenant's "Contact Person" (listed in section 23.2 herein) in order to provide conformance with State of New Hampshire recycling reporting requirements.

Landlord Initials: 

Date: 11/21/15

**EXHIBIT D**  
**SPECIAL PROVISIONS**

The parties' agreements concerning modifications or additions to the foregoing standard provisions of this lease shall be as set forth below or attached hereto and incorporated by reference:

**SPECIAL PROVISIONS OF THE LEASE:**

- A. "Design-Build Intent Floor Plan" defined as "Design-Build Floor Plan": For the purposes of the Agreement herein it is understood and agreed by all Parties that the document titled "Design-Build Intent floor plan" shall have the same meaning as and shall therefore be binding as the "Design-Build Floor Plan".
- B. "Tenant Design-Build Intent Specification" defined as "Tenant Design-Build Improvement Specification": For the purposes of the Agreement herein It is understood and agreed by all Parties that the document titled "Tenant Design-Build Intent Specification" shall have the same meaning as and shall therefore be binding as the "Tenant Design-Build Improvement Specifications".
- C. Tenant Access Prior to Commencement of Occupancy Term: The Landlord agrees to allow the Tenant and/or their Systems Furniture installers access to the Premises for the purpose of installing the Tenant's Systems Furniture at least 21 days in advance of the date set forth herein for commencement of occupancy and rental payments. Said access shall be scheduled with the Landlord in advance, with both parties expending all best efforts to coordinate their schedules in order to minimize any potential disruptions to the performance of ongoing work.
- D. Federal Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions: The "List of Parties Excluded From Federal Procurement or Non-procurement Programs" was reviewed and the Landlord was not on the list (see the attached search results). Should Landlord, during the term of this lease agreement, be disbarred, suspended or proposed for debarment, Tenant may continue the lease in existence at the time the Landlord was debarred, suspended, or proposed for debarment unless the Tenant directs otherwise. Should Landlord be debarred, suspended, or proposed for debarment, unless the Tenant makes a written determination of the compelling reasons for doing so, Tenant shall not exercise options, or otherwise extend the duration of the current lease agreement.
- E. Public Disclosure: RSA 91-A obligates disclosure of contracts (which includes operating leases) resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal and entering into the Agreement herein the Landlord acknowledges and agrees that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), the lease agreement herein will be made accessible to the public online via the State's website without any redaction whatsoever.

**MODIFICATION OF STANDARD PROVISIONS OF THE LEASE:**

**F. Section 15 "Insurance" is deleted replaced by the following:**

During the Occupancy Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to

Landlord Initials: MD


Date: 11/25/15

obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described 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. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy.

The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) no later than the date set forth in Section 3.2 Occupancy Term herein for substantial completion of the Premises and commencement of the Tenant's rental term and occupancy. In no instance shall the Tenant commence occupancy or payment of rent prior to obtaining certification of such insurance.

During the Occupancy Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

**15.1 Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant 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 Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

Landlord Initials: 

Date: 11/21/13





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/24/2015

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 FIAI/Cross Ins-Manchester 1100 Elm Street  Manchester NH 03101	CONTACT NAME: Karen Shaughnessy PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com
INSURED Brady Sullivan Properties LLC  670 No Commercial Street #303 Manchester NH 03101	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: CL152329506

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
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No Deductible <input checked="" type="checkbox"/> Terrorism included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		6308C215631	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<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		ZUP15S00611	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
	<input checked="" type="checkbox"/> 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 Y N/A	YEU89D36805 (3a.) FL, MA, NH, RI & VT Arthur Sullivan & Shane & David Brady excluded	12/28/2014	12/28/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: Airtight IV LLC

1050 Perimeter Road

Manchester NH 03103

Refer to policy for exclusionary endorsements and special provisions.

## CERTIFICATE HOLDER

State of New Hampshire  
Department of Health & Human Services  
Attn: Leon Smith, Administrator  
129 Pleasant Street  
Concord, NH 03301

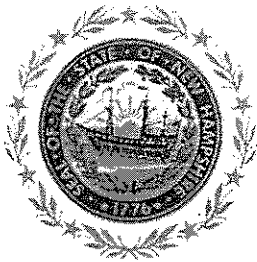
## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karen Shaughnessy/KS5

*Karen Shaughnessy*



**New Hampshire  
Governor's Commission on Disability**

"Removing Barriers to Equality"



Margaret Wood Hassan, Governor  
Paul VanBlarigan, Chair  
Charles J. Saia, Executive Director

**To: Mr. David Clapp, Director of Facilities  
Department of Health and Human Services**

**Date: November 17, 2015**

**Re: LETTER OF OPINION**

**Location:** 1050 Perimeter Road, Suites 303, 401, and 501, Manchester NH 03103.

**Term:** New Lease, Ten (10) year term  
Commencement: January 15, 2016. Expiration: March 31, 2026.

**Lessee:** Health and Human Services, 129 Pleasant St., Concord NH 03301

**Lessor:** Airtight IV, LLC. 670 Commercial Street, Manchester NH, 03101

In accordance with the administrative rules codified in Adm. 610.16 (e) (3), The Governor's Commission on Disability's (GCD) Architectural Barrier Free Design Committee (ABFDC) has preliminary opined that the location referenced above and referred to herein, meets barrier free requirements, subject to the conditions listed below. The subject lease was reviewed during the ABFDC's November 17, 2015 meeting. The ABFDC shall provide a final letter of opinion during the next viable meeting when a quorum is present. Should the ABFDC quorum decide additional conditions for receipt of their approval are required, such conditions shall be conveyed to the Lessee. The Committee therefor respectfully recommends that the subject LEASE location be approved with the following conditions, and subject to the limitations stated herein.

**CONDITIONS:**

1. Four, portable, assistive listening devices, (such as "Pocket Talkers"), which are ADA conforming, will be supplied, stored at the front reception area, contain spare batteries, and staff will be educated on use, as stated in lease. Proof of supply and evidence of training to be submitted to the GCD within 60 days of occupancy.
2. ADA conforming signage will be installed throughout the facility, including all items listed in the "Tenant Design Build Specifications". In addition, ADA conforming signage will be installed but not limited to: accessible entrances, emergency egress, staff entrances, conference rooms, fair hearing room, all bathrooms, staff kitchen, emergency evacuation routes, assistive listening system availability, and transportation coordination availability. Proof of completion to be submitted to GCD within 60 days of occupancy.

3. Maternity Care room will be wheelchair accessible and provide adequate space for wheelchair turning, per code requirements. All supplied furniture items will be removable upon client request. Proof of completion will be submitted to the GCD within 60 Days of occupancy.
4. Accessible route, across the front of the facility entrance, and along accessible parking spaces, will be removed and leveled to grade to create accessible route from each accessible parking space. Any slope will meet maximum slope code requirements. Saw-cut asphalt will be provided as a detectable warning surface between main entrance pathway and joining parking lot access aisle. Wheel stops will be provided at each accessible parking space. Proof of completion will be provided to the GCD within 60 days of occupancy.
5. Accessible parking spaces and access aisle in the vehicular way, located along Perimeter Road, will be removed and replaced with standard parking spaces that meet code requirements. One accessible parking space will remain, along the accessible route. Proof of completion will be submitted to the GCD within 60 days of occupancy.
6. Two additional accessible parking spaces, with signage and access aisles, that meet code requirements, will be provided across from the facility entrance, and connected via a pedestrian crosswalk, with striping that meets DOT standards. Proof of completion will be submitted to the GCD within 60 days of occupancy.
7. Relocate bus stop to the driveway entrance closest to the accessible route. Add additional sidewalk to connect bus stop to the accessible route. Construction of sidewalk to join accessible route and bus stop will utilize best efforts to achieve code requirements. Proof of completion to be submitted to the GCD within 60 days of occupancy.
8. In conjunction with bus stop relocation plan (condition number 7), provide referral for transportation coordination services at the reception desk which includes, but is not limited to, providing accessible transportation resources, referrals, assistance with filling out forms, and arranging for pick-up or drop off services. Provide ADA compliant signage in reception area which notifies clients of the referral for transportation coordination service. Provide proof of completion to the GCD within 60 days of occupancy.

Respectfully submitted by,

A handwritten signature in cursive script that reads "Eric Brand". To the right of the signature is a circular stamp containing the initials "CD".

Eric Brand, Acting Chairperson  
Architectural Barrier Free Design Committee

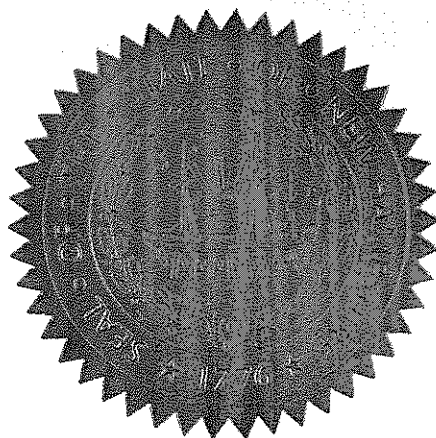
Cc: Charles J. Saia, Executive Director  
Governor's Commission on Disability

# 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 Airtight IV, LLC is a New Hampshire limited liability company formed on July 17, 2014. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has 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 25<sup>th</sup> day of November, A.D. 2015

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

William M. Gardner  
Secretary of State

# AIRTIGHT IV, LLC

## CERTIFICATE OF VOTE

The undersigned, representing all of the voting Members of Airtight IV, LLC, a New Hampshire limited liability company with its principal place of business at 670 North Commercial Street in Manchester, New Hampshire (hereinafter referred to as the "LLC"), with full power to approve or disapprove all actions on behalf of the LLC hereby certifies that at a duly noticed meeting of the Members of the LLC held on November 25, 2015, the following resolution was unanimously adopted:

VOTED: That the said undersigned Members of the LLC, being all of the voting members of the LLC, have deemed it to be in the best interest of the LLC to consent to enter into the Lease with Airtight IV, LLC as "Landlord" and Health and Human Services, having an address of 129 Pleasant Street, Concord, New Hampshire as "Tenant" pertaining to the lease of Landlord's property located at 1050 Perimeter Road, Manchester, New Hampshire, with respect to the rental of the spaces located at Ground level, Suites 303, 401 and 501 of the Building located at 1050 Perimeter Road as above referenced, consisting of a total of approximately 29,802 square feet (the "Leased Premises"); and it was further

VOTED: that the said Members of the LLC consent to Arthur W. Sullivan, being a duly authorized Member of Airtight IV, LLC, as "Authorized Signatory" to sign all necessary documents in connection with the said Lease documents relative to the said Leased Premises in the name and on behalf of Airtight IV, LLC under its seal or otherwise, and to the payment of any expenses that shall be necessary, proper, or advisable in order to effectuate the said transaction; and it was further

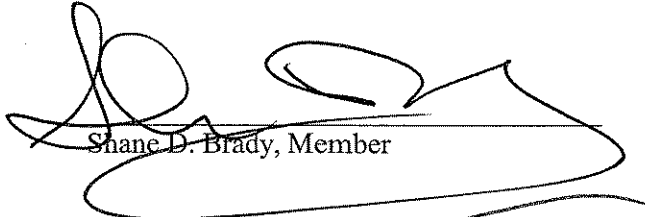
VOTED: that, the said Authorized Signatory is also authorized to sign any and all documents deemed necessary or advisable by the Authorized Signatory in order to effectuate the said Lease transaction, and in each instance containing terms and conditions acceptable to the Authorized Signatory (in his sole and absolute discretion) and/or terms that are required or requested in order to effectuate said transaction and the undersigned Members hereby ratify any and all actions taken prior to the date hereof to accomplish the same;

Dated: November 25, 2015.

[SIGNATURES ON NEXT PAGE]

Airtight IV, LLC

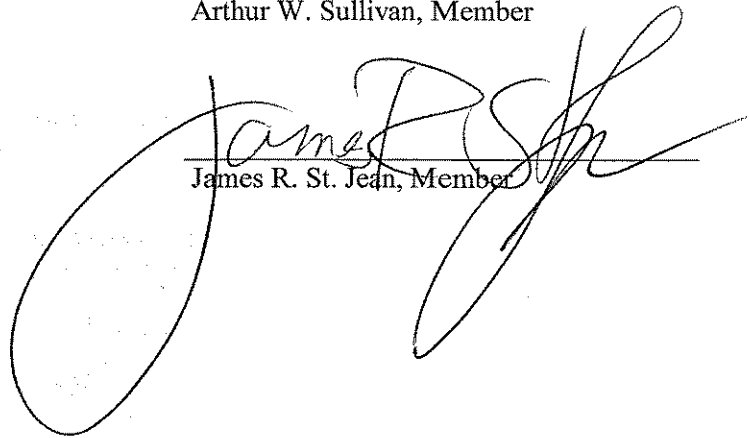
By:

A handwritten signature in black ink, appearing to read 'Shane D. Brady', written over a horizontal line.

Shane D. Brady, Member

A handwritten signature in black ink, appearing to read 'Arthur W. Sullivan', written over a horizontal line.

Arthur W. Sullivan, Member

A large, stylized handwritten signature in black ink, appearing to read 'James R. St. Jean', written over a horizontal line.

James R. St. Jean, Member

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: 6/26/15

Company Name: Brady Sullivan Properties  
Address: 670 Commercial St  
Manchester, NH 03101

In accordance with RSA 21-I:11-c, the undersigned person certifies that neither the party offering the proposal nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- (1) Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- (2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- (3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- (4) Is currently debarred from performing work on any project of the federal government or the government of any state;
- (5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- (6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- (7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- (8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- (9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- (10) Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Person offering the proposal has read and fully understands this form.

Authorized Signor's Name Printed Arthur Sullivan

Authorized Signor's Signature [Signature]

Authorized Signor's Title Member

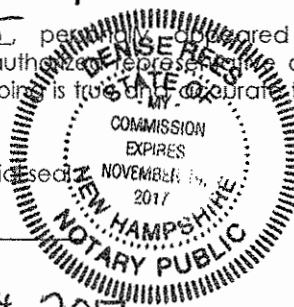
NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Hillsborough STATE: New Hampshire ZIP: 03101

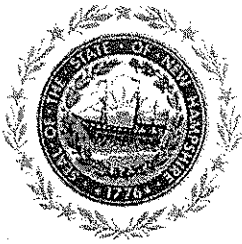
On the 26 day of June, 2015, personally appeared before me, the above named Arthur Sullivan in his/her capacity as authorized representative of Brady Sullivan, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal

Denise Rees  
(Notary Public/Justice of the Peace)



My commission expires: November 14, 2017 (Date)



# STATE OF NEW HAMPSHIRE

## ALTERNATE W-9 FORM

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION

VENDOR # \_\_\_\_\_

(Assigned by Purchase & Property)

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 28% withholding on each payment made to you. To avoid this 28% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

If a service provider is a part of a **GROUP PRACTICE**, it is the group name & TIN which is required on this Alternate W-9.  
If the service provider is a **SOLE PROPRIETOR**, it is the individual name & TIN which is required on this Alternate W-9.

BUSINESS NAME: AIRLIGHT IV, LLC

ADDITIONAL or DBA NAME: \_\_\_\_\_

LEGAL NAME: AIRLIGHT IV, LLC

REMIT ADDRESS: 670 NORTH COMMERCIAL STREET, SUITE 303

CITY/TOWN: MANCHESTER STATE: NH ZIP: 03101

BUSINESS ADDRESS: \_\_\_\_\_

CITY/TOWN: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER (TIN) as used on IRS tax return

Social Security # (SSN): \_\_\_\_\_ Fed ID # (EIN/FIN): 47-1435499

### PRINCIPAL ACTIVITY

☐ Service Provider ☐ Product/Merchandise Provider ☒ Other Provider

List the principal type of service, product or other that is provided: REAL ESTATE HOLDINGS

DESIGNATION (select ONLY THOSE which apply to you/your organization as provided to the IRS)

<input type="checkbox"/> Individual/Sole-Proprietor	<input type="checkbox"/> Partnership/LLP	<input type="checkbox"/> Government
<input type="checkbox"/> Corporation	<input type="checkbox"/> Estate or Trust	<input type="checkbox"/> Health Care Provider
<input checked="" type="checkbox"/> LLC	<input type="checkbox"/> Non-Profit (attach exemption)	<input type="checkbox"/> Legal Services

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge & belief.

NAME & TITLE (print or type): KEVIN J. McLAUGHLIN, CONTROLLER

TELEPHONE #: (603) 657-9719 TOLL FREE #: \_\_\_\_\_ FAX #: (603) 622-7342

SIGNATURE: [Signature] DATE: 11/30/15

PLEASE RETURN WHEN COMPLETED TO:

(Phone) 603-271-2201

(FAX) 603-271-2700

<http://www.admin.state.nh.us/purchasing>  
[prchweb@nh.gov](mailto:prchweb@nh.gov)

DIVISION OF PLANT & PROPERTY MANAGEMENT  
BUREAU OF PURCHASE & PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL STREET  
CONCORD NH 03301



State of New Hampshire  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
TENANT Design-Build Intent Specifications

For:  
1050 Perimeter Road, Manchester, New Hampshire

**1. INTRODUCTION:**

The Department of Health and Human Services (the Tenant) requires certain renovations and alterations provided to the Premise by Airtight IV, LLC, 670 Commercial Street, Manchester NH (the Landlord) for their lease of space to be used as the Department's Concord, New Hampshire regional office. The "Landlord" shall be responsible for provision of any required stamped architectural and/or construction drawings, schedules, specifications, permits, labor, demolition, site work, materials and performance of work, providing finished space to the Tenant in "turnkey" condition.

1.1. Design-Build Intent - Tenant Plans: include complete installation and proper operation of all improvements outlined and shown in the Tenant's attached schematic drawings titled:

1.1.1. **DHHS Tenant Design-Build Intent Plan SK-1 1050 Perimeter Road  
Manchester**

1.1.2. **DHHS Tenant Demise Plan SK-2 1050 Perimeter Road Manchester**

1.1.3. **DHHS Tenant Parking Diagram SP-1 1050 Perimeter Road Manchester**

1.2. Completion of Build-Out: The date for substantial completion of the Premises shall be April 1, 2016. All improvements shall be provided in accordance with the specifications and drawings herein, and the terms and conditions of the Lease Agreement, including all design-build intent and demise floor plans.

**2. GENERAL PROVISIONS:**

2.1. **Existing Dimensions and Layout:** It is imperative that Landlord confirms the column spacing and all dimensions depicting "existing" elements on the attached Tenant's Design-Build Intent Plan prior to proceeding with work. If errors or variances are found, advise Tenant immediately and collaborate to resolve any resulting difficulties.

**2.2. Basic Definitions:**

2.2.1. **"Landlord"** shall mean the contractual Landlord and/or their authorized designees.

2.2.2. **"Tenant"** shall mean the State of New Hampshire – Department of Health and Human Services (DHHS) Bureaus of Facilities and Assets Management.

2.2.3. **"Build-out Documents"** for any subsequent lease will consist of the RFP, Lease, Drawings, Specifications, and other documents listed in the Lease, all modifications issued prior to execution of the Lease and all modifications issued after execution of the Lease.



- 2.2.4. **"Modification"** shall be (1) a written amendment to the Documents signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Tenant.
- 2.2.5. **"Drawings"** are the graphic and pictorial portions of the Documents showing the Tenant's design intent, location and dimensions of the Work to be performed.
- 2.2.6. **"Specifications"** are that portion of the Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work and performance of related services.
- 2.2.7. **"ADA"** is an acronym for the United States "Americans with Disabilities Act" as well as (in this context) a broad reference to and all codes, regulations and ordinances whether Federal, State, or Municipal, which regulate and provide for architecturally barrier-free access and design.

### 3. Correlation and Intent of the Documents:

- 3.1. Intent: The intent of the Documents is to include all items necessary for the proper execution and completion of the Work. The Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Landlord shall be required only to the extent consistent with the Documents and reasonably inferable from them as being necessary to produce the intended results.
- 3.2. Build-out Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Landlord and the Tenant. The Tenant shall be entitled to performance and enforcement of obligations under the Documents.

### 4. Construction Documents:

- 4.1. The Documentation herein specifies the Tenant's Design-Build Intent, they are not however construction documents. It shall be the Landlord's responsibility to promulgate (including employment of licensed architects and engineers as it relates to the Work) and submit any construction drawings and/or specifications which may be required by the building/code department or authority of the municipality to secure all required plan reviews, approvals and permits. Any alternations to the Documents that the building/code officials, architect or engineers deemed necessary for code compliant construction of the premises shall be reviewed with the Tenant, with the necessary changes subsequently being incorporated into the Work as mutually agreed upon by the affected parties.
  - 4.1.1. All construction drawings and plans shall be provided to the Tenant at a scale not less than 1'-0" = 1/8" and in \*.dwg AutoCAD format (minimum version 2000), inclusive of as-built drawings as part of the project close out.
- 4.2. Submittal and construction drawing approval process: Landlord to provide electronic and/or hard copies of all construction documents, schedules, MSD sheets, tear sheet and plans as submittals to the Tenant prior to commencement of construction. All plans, specifications (including manufactures cut sheets) and finish schedules shall be approved and initialed by both the Landlord and Tenant prior to construction and shall be deemed as part of the lease document.
  - 4.2.1. Plans and schedules to be prepared by the Landlord and provided to the Tenant shall include, but are not limited to: Door, hardware and room

ND  
4/25/15

finish schedules, floor plan, reflective ceiling plan, fire evacuation plan, electrical distribution, fire alarm, egress, lighting, telephone and data distribution plans, and HVAC distribution plan.

- 4.2.1.1. Door & Hardware Schedule: The Landlord shall submit the door and hardware schedule in a format that conforms to the Tenant's requirements. The Tenant shall provide the Landlord with a "Sample" Door and Hardware schedule that is representative of the required format, the Landlord's Door and Hardware Schedule submittal shall provide all information in this format, including utilization of the same column and row headings and formats.

## **5. GENERAL CONDITIONS:**

- 5.1. **Specifications** - minimum requirements: The specifications herein represent the Tenant's definition of minimum requirements, including manufacturers and models of construction materials, including hardware and specialties. Equivalent alternates may be considered by the Tenant, however, the Tenant has the right of acceptance and/or rejection, such consideration by the Tenant shall not relieve the Landlord of the responsibility for deviations from the requirement of the construction documents. Submittals shall specifically outline deviations from the products and/or systems specified. When and if deviations are rejected by the Tenant, the Landlord shall provide the specified product and/or system.
- 5.2. **Design and Plans:** The plans and specifications set forth herein shall be referenced by the proposed Landlord and/or the Landlord's representative in order to determine the cost and scope of work entailed in order to provide Tenant with new rental premises for their use. The cost of providing all work shall be included in the "rent" set forth in the Landlord's subsequent lease proposal to the Tenant. The Landlord and/or his agents shall exercise due diligence to provide the design intent described in all documents. The Tenant shall review any of the Landlord's proposed deviations from the floor plans, or specifications in advance, allowing such deviation only when such deviation complies with all program functions and all applicable building and safety codes. Consideration of proposed alternates does not relieve the Landlord of the responsibility for deviations from the requirement of the document. Submittals shall specify any deviations from the products and/or systems specified herein. If the Tenant rejects proposed alternates, the Landlord shall provide the specified product and/or system.
- 5.3. **Permits and Testing:** The Landlord shall be solely responsible for applying for and obtaining any and all required permits and tests. All work shall be completed in compliance with all applicable codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ICC/ANSI A117.1-1198 citations), the NH State Building Code (IBC 2009, ICC/ANSI-2003, and NFPA 101 citations) and the Americans with Disabilities Act Standard for Accessible Design (ADAAG citations). Design and installation criteria having to do with such conformance is referred to herein as being "ADA" (Americans with Disability Act) conforming. The costs of said permits and testing shall be borne solely by the Landlord.

  
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- 5.3.1. An approved copy of the Demolition/Building Permit shall be delivered to the Tenant, prior to commencement of construction activities.
  - 5.3.2. A final and approved Certificate of Occupancy shall be delivered to the Tenant, prior to the Tenant accepting the space.
  - 5.3.3. In the case of a municipality that does not have a local code enforcement authority, the prevailing codes and governing authority shall be deemed to be that of the State, specifically but not limited to the State Fire Marshall's Office. Reference HVAC for additional approvals.
  - 5.3.4. Landlord must provide the Tenant with all applicable certificates and inspections prior to occupancy, including but not limited to: Building Permit, Certificate of Occupancy, Proof of application to the State on NH Dept. of Environmental Services for "Clean Indoor Air" (RSA10-B) Certification, and elevator inspections certificates, if applicable.
  - 5.3.5. The Landlord shall be responsible for inspections and testing required for the identification of known and suspect hazardous materials prior to construction. The Landlord shall provide notification of any and all Hazardous materials and proposed remediation to the Tenant. All materials shall be handled in accordance with the requirements of the authorities having jurisdiction. The Landlord shall also be responsible to provide to the Tenant a certified Affidavit of Environmental Conditions Statement.
  - 5.3.6. The Landlord shall be responsible for submitting any and all stamped documents to the municipality or party of governing authority, for review and approval. If the municipality does not have local code enforcement authority, the prevailing codes and governing authority shall be the State of NH, specifically but not limited to the State of NH Fire Marshall's Office.
- 5.4. **Project Management:** The Landlord shall be responsible to provide a Project Manager who shall supervise and direct the Work. The Project Manager shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, including conducting weekly construction job meetings and the issuance of weekly (written) job notes. Management of the site and renovations, and provision of a Safety Plan, shall be the sole responsibility of the Landlord.
- 5.5. **Submittals:** Shop drawings of millwork, product data sheets, samples and similar submittals shall be submitted to the Tenant by the Landlord for review and approval prior to proceeding with work. In order to avoid excess review time, all submittals shall be reviewed by the Landlord for conformance to the Documents herein prior to submission for Tenant review. The Tenant shall expedite all review, taking no more than 5 workdays to accept, accept as noted or reject a submittal.
- 5.5.1. The Landlord shall review for compliance and approve and submit to the Tenant Product Data, Samples and similar submittals required by the Tenant with reasonable promptness and in such sequence so as not to cause delay in the Work. Submittals which are not marked as reviewed and approved by the Landlord shall be returned by the Tenant with No Action Taken.



- 5.5.2. By approving and submitting Product Data, Samples and similar submittals, the Landlord represents that they have determined and verified materials, field measurements and field construction criteria related to the submittal, or will do so, and has checked and coordinated the information contained within the submittal(s) with the requirements of the Work and the Tenant.
- 5.5.3. The Landlord shall submit MSDS for ANY and ALL materials introduced to the site via the construction process to Tenant. The delivery of the MSDS shall be made available to Tenant prior to the use of the products at the site. This will enable Tenant to review submittals for possible adverse health risks associated with the products.
- 5.5.4. When renovations are completed the Landlord shall provide the Tenant MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.
- 5.6. **Conditions for Occupancy:** Prior to occupancy, Tenant shall require all applicable certificates and inspections, including but not limited to: Building Permit, Certificate of Occupancy, and testing resulting documenting conformance with State of New Hampshire RSA 10-B "Clean Indoor Air" requirements.
- 5.7. **Cutting and Patching:** The Landlord shall be responsible for cutting, fitting or patching to complete the Work or to make its parts fit together properly. Cut existing construction using methods least likely to damage elements retained or adjoining construction. Patch with durable seams that are invisible as possible. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching.

## 6. STANDARDS & SPECIALTIES

- 6.1. **Materials and Finishes:** With respect to the build-out of the interior space, unless otherwise stated or agreed to by the Tenant, the Landlord shall use and/or deliver to the Tenant all new materials, equipment and finishes throughout the leasehold space. Use of "green" materials made of recycled content materials and/or made of materials which are readily recycled at end of useful life shall be preferred.
- 6.2. **State of New Hampshire Energy Code:** With respect to the build-out of the space, the Landlord shall conform to all applicable requirements of the State of New Hampshire Energy Code.
  - 6.2.1. Provision of build out which exceeds the energy code by at least an additional 20 percent is encouraged, the Tenant shall show favorable preference to submittals and proposed alternates to the specifications herein which support this goal.
- 6.3. **Ceiling Heights:** Where possible, the following ceiling heights are preferred:
  - 6.3.1. Lobby Area: 10 feet
  - 6.3.2. Conference/Training Rooms and Staff Lounge: 9 feet
  - 6.3.3. Private Offices: 8 feet



- 6.3.4. General Office Area: 10 feet
  - 6.3.5. Interview Rooms: 8 feet
  - 6.3.6. Corridors, Hallways: 9 feet
  - 6.3.7. All other areas shall not exceed the above heights.
- 6.4. **Ceiling Materials:** Minimum standards: Grid: *Armstrong - Prelude ML 15/16"* Exposed Tee System. Tile: *Armstrong - Fissured Minaboard. 2x2 and/or 2x4* ceiling tile panel is acceptable.
- 6.5. **Corridor Widths:** Unless otherwise noted or required by the authority having jurisdiction, all corridors shall be at least 60" wide.
- 6.6. **Window Treatments:** Landlord to provide at all exterior glazing, interior, security observation mirrors and receptionist transaction windows.
- 6.6.1. Specifications: Manufacturer: *Hunter-Douglas*; Model: *Celebrity*; Type: 1" horizontal. Color(s) to be determined by the Tenant.
  - 6.6.2. Optional Specification: Fire Rated "Sheer Weave Style 3000", fiberglass vinyl coated fabric with average openness of no more than 14%. Roller Shade system with continuous loop beaded chain and Clutch operated roller system. Manufacturer: *Phifer Wire Products Inc., Castec Shading Inc.* or equal. Fabric color to be "Pearl White". Shades to extend the full height of all exterior windows, terminating at the windowsill. All shades to be mounted using manufactures recommended heavy duty mounting brackets depending upon review of field applications. All shades to have standard manufactures valance system to conceal mounting brackets.
- 6.6.3. **Surface Mounted Acoustical Wall Panels:**
- 6.6.3.1. See "Specialty Areas" for required quantities and placement.
  - 6.6.3.2. Provide and install 24" x 24"x 2" ATS (or equivalent) acoustic panels; the acoustic panel core material shall be *Roxul AFB mineral wool* (or equivalent), (NRC 1.0).
  - 6.6.3.3. Provide and install (2) 12"x42" curved sound absorber/diffusers as manufactured by *Acoustical Surfaces, Inc.*, at each transaction window. Other manufacturers may be considered providing the proposed units meet the Tenant's requirements.
  - 6.6.3.4. Units shall have solid wood internal frame.
  - 6.6.3.5. Units shall have 1/4-inch wood back panel. Provide wall-mounting hardware for a secure installation without glue.
  - 6.6.3.6. Finish shall be a textured cover fabric is 100% jute, provide units available in a range of colors, the color selection shall be by Tenant.
- 6.7. **Baby Changing Station:** Provide and install at each public rest room. Manufacturer: *Koala Bear Kare* Model: To be determined by Tenant, i.e. horizontal and/or vertical. Installation shall be as required to be fully ADA compliant. Color: To be determined by Tenant.
- 6.7.1. Specification: Horizontal or vertical application, constructed of molded polyethylene with stainless steel hinges, able to withstand static loads of 400 pounds, to include child protective straps, gas spring mechanism, usage and safety instructions in multiple languages and brail, FDA

approved high-impact polyethylene resistant to fungal and bacterial growth, must meet ASTM standards for anti-fungal protection.

6.8. **Knox Box:** an exterior flush mounted Knox Box shall be provided and installed as required or requested by the local fire and/or police department. Location to be determined by said authority.

6.9. **Flag and Flag Pole:** Provide commercial grade exterior flagpole including halyard system and necessary lighting for nighttime illumination. Type: Cone; Height: single story buildings - 20', two story buildings - 25'; Flag: Width shall be one quarter the vertical height of the pole.

6.10. **Restroom Waste Receptacles:** Shall be stainless steel finish recessed (or semi recessed – where approved by Tenant) waste receptacles.

6.11. **Drinking Fountains:** Type: Refrigerated. Stainless steel, dual drinking fountains providing standard and wheelchair accessible heights and configurations. Provide minimum count required for conformance with regulatory authority, installations shall include:

6.11.1. Drinking fountains at the Tenant's client waiting/lobby area close to the public rest rooms.

6.11.2. Drinking fountains close to the Tenant's staff rest room/staff lounge area.

6.11.3. Final Locations shall be reviewed with the Tenant.

6.12. **Exterior Glazing:** All existing and new exterior glazing shall be transparent unless otherwise noted; no opaque materials are acceptable without prior specification or approval from the Tenant. Exception: skylights and restroom glazing are permitted to be constructed of opaque materials.

6.13. **Bullet Resistant Transaction Windows:** Provide and install as specified in "Specialty Areas/Reception" herein. Provide UL Listed Level 3 bullet resistant transaction windows with stainless steel frames, which have a protection level equal to or greater than the glazing.

6.14. **Push Plate Activated Automated Doors:** One set (quantity 4) of automated ADA conforming exterior and vestibule doors to be provided and installed at Tenant's Public Entrance. See "Doors, Door Assemblies and Hardware" herein for further details.

7. **DOORS, DOOR ASSEMBLIES AND HARDWARE:** typical – unless noted otherwise. Landlord to provide Door and Hardware schedule demonstrating conformance with the following section prior to inception of construction. See "General Conditions, Construction Document" for details regarding required format of door and hardware schedule submittal.

7.1. **Hydraulic Overhead Door Closer Devices:** Shall be heavy-duty commercial grade, suggested manufacturers: Norton – series 8301 and/or 8501, or LCN 4040.

7.2. **Pilfer Alarms:** Preferred manufacturer: Security Lock Distributors (DETEX Corp.) - Exit Alarms Model EA 2500S AC powered, surface mount exit alarm. Override key to be coordinated with the building's keying program.

- 7.3. **Electromagnetic Locks:** If required, preferred manufacturer: Locknetics Security Engineering - Series 268 Surface Mounted POWERLOCK II.
- 7.4. **Vandal Resistant Hinges:** Non-removable pin (NRP) hinges shall be provided at all exterior doors. All hinges shall be heavy duty steel and vandal resistant, color: silver coated or stainless steel.
- 7.5. **Latch Protectors:** To be provided at all exterior doors. All latch protectors shall be: heavy duty steel, furnished with washers and vandal resistant fasteners, color: silver coated or stainless steel. Latch protectors shall be a minimum size of 2-3/4" X 7", and shall completely cover strike plates.
- 7.6. **Electric Door Strikes:** Preferred manufacturer: HES 9000 Series for exit applications; HES - 1006 Series for interior door applications. Provide strikes with HES Smart Pac in-line power control for strikes under continuous duty operation. Other acceptable unit(s): Folger-Adams - Series 300, heavy-duty commercial grade, 24 v DC continuous duty, all installations are to be mortise type.
- 7.6.1. Installation shall include supplying and installing all required electrical circuits, transformers, low voltage control wiring from electric strike to junction box above finished ceiling and 110v electrical supply for low voltage transformer(s).
- 7.6.2. Where applicable, Landlord shall also provide a set of contacts at the fire alarm panel for use by the Tenant's security equipment vendor. Should any discrepancies arise between the Landlord and the Tenant, the Landlord shall coordinate a joint review with the Tenant and the authority having jurisdiction for final determination(s).
- 7.6.3. Electric Strike Function, e.g., fail-safe or secure, Landlord shall be responsible to supply strike function as required by applicable codes and/or local authority having jurisdiction, and review requirements with the Tenant.
- 7.7. **Door Types:** All interior and exterior doors shall be 3'-0" X 7'-0".
- 7.7.1. Interior Doors: Solid core wood door blanks for all interior doors. (Birch, min. 3 coats natural finish).
- 7.7.2. Exterior doors: Hollow metal doors @ 18 gauge; full flush styrene core insulated doors at all exterior doors.
- 7.7.3. Client entry - vestibule to be storefront type entry.
- 7.8. **Door Closer Devices:** Shall be installed as required by the applicable building and/or Life Safety Codes. In addition to the foregoing, provide closer devices in the areas noted in "Specialty Areas" herein. A maximum push/pull effort of 5.0 pounds is required at all interior doors.
- 7.9. **Push Plate Activated Automated Doors:** Automated ADA conforming exterior and vestibule door to be provided and installed at Tenant's Public Entrance. Landlord's provision to include the following:
- 7.9.1. **Door Opener:** Provide and install ANSI/BHMA A156.10 and code compliant swing door operator activated by pushbutton switches at Public Entrance of the Premises. Switches are required for both the ingress and egress operations. If an air lock or foyer condition is present, then both door assemblies, i.e. interior and exterior assemblies shall be equipped with door operators. In such cases, the Tenant shall define if the door operators shall be integrated via a relay or require separate switching
- 7.9.2. Opener to provide slow opening, low-powered, automatic doors, one each at exterior and vestibule. Door shall not open to back check faster



- than 3 seconds and shall require no more than 15 lb to stop door movement.
- 7.9.3. Interior strike for accessible doors shall be mounted no higher than 48 inches above the finished floor.
  - 7.9.4. Exterior strike "push plates" plates for the accessible door passages shall be field located, either mounted on the wall approximately 18" from the latch side of the door at 48 inches above the ground or installed at 48" high on a stanchion located within three (3) feet from the door entrance. The strike plates shall be clearly marked with the universal symbol of accessibility (wheelchair), blue background with white symbol.
  - 7.9.5. The sweep period shall be adjusted so that from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the leading edge of the door.
  - 7.9.6. Provide and install all required electrical Conduit and connectivity necessary for fully operational doors.
- 7.10. **Door Frames:**
- 7.10.1. Exterior Doors: Welded metal frame @ 16 gauge
  - 7.10.2. Interior Doors w/ Electric Strikes: Welded metal frame @ 16 gauge
  - 7.10.3. Interior Doors: Knock-down metal frame @ 18 gauge
  - 7.10.4. Exterior and Security Doors: All exterior doors shall be equipped with:
    - 7.10.4.1. Panic Hardware: Recommended manufacturer: *Von Duprin*. Mortise lock devices are preferred over rim set types. Note – may not be required on all security doors.
    - 7.10.4.2. Door Assembly: Metal door with full flush styrene core insulation and welded frame, including narrow light vision panel (approx. 4" X 25) with security wire mesh.
    - 7.10.4.3. Lockset: Storeroom type.
    - 7.10.4.4. Hydraulic overhead door closer device.
    - 7.10.4.5. Electric Door Strikes: To be provided at all exterior doors. <<controlled access points>>
- 7.11. **Door Hardware:** Recommended manufacturer: Corbin/Russwin or Schlage-series D (heavy duty commercial grade 1):
- 7.11.1. Exterior and Security Door Hardware: Shall be keyed cylindrical lever locksets for heavy duty commercial use, rated for commercial grade 1 application
  - 7.11.2. Interior Door Hardware: Shall be either passage latch sets or keyed cylindrical lever locksets (as determined by the final door & hardware schedule) for heavy duty commercial grade 1 application.
- 7.12. **Hardware Standards:**
- 7.12.1. Keyway: L-4.
  - 7.12.2. Interchangeable Cores: All exterior and interior Tenant separation doors and the Data/Communications Room shall be provided with interchangeable cores.
  - 7.12.3. Trim Design: Newport
  - 7.12.4. Type: Lever (NSD) - Cast brass.
  - 7.12.5. Finish: ANSI 630/US32D Satin Stainless Steel or to match existing hardware as requested by Tenant.
  - 7.12.6. Replacement Keyway Cylinders: (if applicable) Recommended hardware shall be Corbin/Russwin. See Section 3.13 above.

- 7.12.7. Keyway Standard: L-4.
- 7.12.8. Replacement cylinders: Original factory equipment cylinders only.
- 7.12.9. Finish: To match existing hardware finish, or as otherwise requested by the Tenant.
- 7.13. **Keying:** Up to four levels of keying are required (i.e.: great grand master (Landlord's Project Key) grand master (Tenant's Key), sub-masters and change keys. The Tenant will coordinate its keying requirements with the Landlord.
- 7.13.1. Stamping Requirement: Each key shall be stamped: a) by level and sequentially numbered; b) "do not duplicate."
- 7.13.2. Key Blanks: All key blanks shall be original equipment manufacturer (OEM) products.
- 7.13.3. Great Grand Master: As defined by Landlord
- 7.13.4. Grand Master: Provide five (5) keys.
- 7.13.5. Sub Masters: Provide five (5) keys per submaster.
- 7.13.6. Change Keys: Provide two (2) keys per cylinder
- 7.13.7. In addition to the above keys, provide 5 blanks of each key section used.
- 7.13.8. Key Control System: Provide a key control system including labels, tags with self-locking clips, 3-way visible card index, temporary markers, permanent markers, and standard metal key cabinet, all as recommended by system manufacturer, with capacity for 150 percent of the number of keys provided to the Tenant at occupancy.
- 7.13.9. Provide complete cross index system set up by key control manufacturer, and place keys on markers and hooks in cabinet as determined by final keying schedule.
- 7.13.10. Provide hinged-panel type cabinet for wall mounting.

## 8. GYPSUM WALLBOARD-STANDARDS AND TYPES:

- 8.1. **Standards:** All gypsum board shall be standard 5/8" material, unless otherwise required by code (i.e.: MR board @ restrooms). All gypsum board joints shall be staggered each layer and each side. All gypsum board shall be fastened via the appropriate type and length of drywall screw. Hollow metal corner bead shall be used on all exposed vertical and horizontal edges.
- 8.1.1. Metal Studs @ Receptionist Wall: 20 gauge (min.)
- 8.1.2. Minimum Stud standard at all other full height walls: 3 5/8" metal studs @ 25 gauge.
- 8.1.3. Minimum Stud standard at Partial/Low height walls: 3 5/8" metal studs @ 16 gauge.
- 8.1.4. At all partitions, install gypsum board full height, embed joint tape in joint compound and apply first, fill (second), and finish (third) coats of joint compound over joints, angles, fastener heads, and accessories. Seal construction at perimeters, openings, and penetrations with a continuous bead of acoustical sealant including a bead at both faces of the partitions.
- 8.1.5. Frame door openings by attaching vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section at head and secure to jamb studs. Install 2 studs at each jamb, extend double-jamb-studs continuous and attach to underside of floor or roof structure above.



8.2. **WALL TYPES:** The Landlord shall consult and comply with the authority having jurisdiction for determination of all structural and fire ratings required for any and all gypsum wallboard construction. In addition to conforming with this requirement, provide the following wall types:

8.2.1. **Type 1: Entrances, Demising and Security:** Scope of Use: Surrounds at all Exterior Entrances, all Tenant Demising and Interior Security Demising Partitions

8.2.1.1. All gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings. Continue framing above all doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board. Closers needed to make partitions continuous from floor to underside of solid structure.

8.2.1.2. Full Wall Framing:

8.2.1.2.1. All gypsum board partitions shall be constructed of one layer of 5/8" fire rated wallboard each side.

8.2.1.2.2. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3 1/2" minimum thickness sound attenuation blankets (full height) in the cavity for sound retention.

8.2.2. **Type 2: Typical:** Scope of use: "typical" Interior Gypsum Wallboard Partition unless otherwise noted:

8.2.2.1. All gypsum board partitions shall be full height and extend from floor to a minimum of 1'-0" above finished ceiling. Continue framing above all doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board. Closers needed to make partitions continuous from floor to underside of solid structure.

8.2.2.1.1. All gypsum board partitions shall be constructed of one layer of 5/8" wallboard each side

8.2.2.1.2. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3 1/2" minimum thickness sound attenuation blankets (full height) in the cavity for sound retention.

8.2.3. **Type 3: High Performance Sound Control Partitions,** scope of use: Use at all surrounds for interview rooms, Fair Hearing Room, staff area rest rooms (note: public rest rooms shall be Type 2) and conference rooms.

8.2.3.1. All gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings. Continue framing over doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board

closers needed to make partitions continuous from floor to underside of solid structure.

8.2.3.2. All "interior of room" gypsum board partitions shall be constructed of one layer of 5/8" wallboard installed on face of stud and overlaid with one layer of 5/8" gypsum wallboard. The opposing side of the effected wall shall be constructed of one layer of 5/8" wallboard minimum or as required by the adjacent room's Gypsum Wallboard – Wall Systems specifications.

8.2.3.3. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3" THERMAFIBER SAFB, or equal. Said sound attenuation insulation shall be installed full height and extend from the floor to the underside of the floor/deck.

8.2.4. **Type 4: Partitions:** Scope of Use: See Tenant Design-Build Intent Plan.

8.2.4.1. All gypsum board partitions shall be 64" high.

8.2.4.2. Full Wall Framing:

8.2.4.2.1. All gypsum board partitions shall be constructed of one layer of 5/8" wallboard each side.

8.2.5. **Type 5: Bullet Resistant Partitions:** scope of use: Provide at all walls between Reception area and Public Lobby area.

8.2.5.1. All gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings. Continue framing above doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.

8.2.5.2. All "public side" of gypsum board partitions shall be constructed of one layer of required quantity (4' X 8" sheets) bullet resistive fiberglass opaque armor panels to fully sheath wall at public side to a height of 8'-0" above finish floor. Installation shall be in strict conformance with manufacturer's printed instructions. All joints are to be staggered.

8.2.5.3. Product shall be: *Insulgard - UL Level 3, NIJ Type IIIA- Fibergard fiberglass opaque armor (FG-300)*. No substitutions will be accepted. Overlay armor panels with one layer of 1/2" gypsum wallboard. The opposing side of the effected wall shall be constructed of one layer of 5/8" wallboard minimum or as required by the adjacent room's Gypsum Wallboard – Wall Systems specifications.

9. **FINISHES:** Shop Drawings, Product Data, MSDS, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate the way by which the Landlord proposes to conform to the design concept expressed in the documents.

9.1. **Carpet:** Unless otherwise noted, all flooring shall be modular carpet tile. The Tenant's preference is the modular carpet tile specified below.

9.2. **Color:** Tenant shall make color selection from manufacture's full range of standard color selections. Tenant shall select no more than three (3) colors, which will be installed in a graphic color pattern in the open office areas.

- 9.3. **Recycled materials content:** All carpet submittals shall contain a 25% minimum recycled content and/or is 100% recyclable.
- 9.4. **Samples:** Shop Drawings, Product Data, MSDS, Samples and similar submittals shall be required.
- 9.5. **Indoor Air Quality:** All flooring materials must display the approval certification label of the Carpet and Rug Institute as having passed the *Indoor Air Quality Carpet Testing Program*.
- 9.6. **Installation:** All installation methods and materials must follow the manufactures guidelines.
- 9.7. **Submittals:** All submittals shall meet or exceed all of the following specifications, although a manufacturer is named, alternate manufactures which provide compliance with all other specification shall be considered:

**PREFERRED MODULAR CARPET TILE:**

Manufacturer	SHAW – Patcraft MODULAR
Tile Size	24"x24" nominal
Style	Tweed 10096
Construction	Pattern Loop
Pile Fiber	100% Nylon (w/min 25% recycle content)
Pile Thickness	1/4 inch
Gauge	1/10 <sup>th</sup>
Dye Method	100% Solution Dyed
Tufted Pile Height	3/32" Low 6/32" High
Yarn Weight	20 oz.
Protective Treatment	Soil Protection Anti-microbial
Primary Backing	NonWoven Synthetic
Smoke Density (ASTM E-662)	Less than 450
Static Control	Less than 3.5 Kv
Traffic Class	Heavy
ADA Compliance	Min. Static Coefficient of Friction 0.6 Meet Guidelines - Americans with Disabilities Act
Warranty	Manufacturer Lifetime Warranty for: Wear, Colorfastness to light, edge ravel, and Delamination
CRI Indoor Air Quality Certification:	Must provide valid, registered certification number.
Recommended Manufacturers:	Shaw Contract Group,

- 9.8. **Vinyl Composition Tile and Slip Retardant Vinyl Composition Tile (VCT and VCT-SZ):** Area of use; supply and install in all rest rooms, janitorial closets, file rooms, storage rooms, the public entrance lobby and maternal care room, the DHHS staff lounge, and data room.
- 9.8.1. VCT: Colors and installation: Tenant shall select up to three (3) colors from the manufactures full offering of standard colors. VCT shall be installed in Janitorial closets, file rooms, storage rooms, lobby, etc. For installation in

the larger areas, such as the public entrance lobby, VCT shall be installed in a graphic pattern, the pattern will be determined by the Tenant.

- 9.8.2. VCT-SZ: Provide slip-retardant tile flooring in all restrooms and staff lounge. Tenant shall select up to three (3) colors from the manufacturer's full offering of standard colors. For installation in the staff lounge, the VCT-SZ shall be installed in a graphic pattern, pattern will be determined by the Tenant.

- 9.8.3. VCT-SZ shall be Safety Zone, manufactured by Armstrong World Industries, Inc. Provide products complying with the following:

9.8.3.1. Tile thickness: 1/8"

9.8.3.2. Tile size: 12 in x 12 in

9.8.3.3. Vinyl tile composed of polyvinyl chloride resin, plasticizers, fillers, pigment, and grit.

9.8.3.4. Tile shall have a nominal 0.020 in. (0.51 mm) thick pattern layer containing aluminum oxide grit.

9.8.3.5. Tile shall meet size, thickness, etc. performance requirements of ASTM F 1066 Standard Specification for Vinyl Composition Tile, Class 2, through pattern.

- 9.8.4. **Vinyl Cove Base:** 4" high vinyl, standard toe cove type.

Manufacturer: *Johnsonite or Mercer.*

9.8.4.1. Areas of use: supply and install with all flooring in all areas.

- 9.8.5. **Vinyl Termination Strips:** To match vinyl cove base materials.

Manufacturer: *Johnsonite or Mercer.*

9.8.5.1. Areas of use: supply and install Termination strips or change of height strips as required in order to mask all exposed flooring edges and intersections.

- 9.8.6. **"Walk Off" mat carpet tile (WMT):**

9.8.6.1. Areas of use: For use in public and staff entrance areas, installation shall begin at the exterior entrance doors and extend inward to provide a minimum of twenty (20) feet of "walk-off" in any direction from the entry.

9.8.6.2. Materials: Flooring materials shall be commercial grade matting fully compliant with ADA AG 4.5 standards. Provide and install at all entry areas/vestibule areas, product shall meet or exceed the following specifications:

9.8.6.3. Recommended Manufacturer: Mats, Inc. or other manufacturers of quality commercial carpet that meet or exceed all of the specifications listed below.

9.8.6.4. Style: Mats, Inc. Diagonal Tile and/or Supreme Nop, 100 percent woven polypropylene, 19-11/16 inches by 19-11/16 inches by 3/8 inches, bitumen backing. Color shall be selected, by the Tenant, from manufacturer's standard colors.

**9.8.7. PAINTING:**

- 9.8.7.1. Colors: Allow up to three colors for walls and two colors for doors, frames and trim, colors shall be selected by Tenant from manufacturer's full range of standard offerings.
- 9.8.7.2. All areas - A minimum of one coat of primer and two coats of finish paint, or as required to achieve an acceptable finish to the Tenant.
- 9.8.7.3. Finish at Walls: Paint shall be (scrubbable) interior eggshell latex unless otherwise noted (see "restrooms and staff lounge below).
- 9.8.7.4. Finish at Doors, Frames and Casings: Paint shall be *semi-gloss* (scrubbable) acrylic latex.
- 9.8.7.5. Restrooms and Staff Lounge: Wall paint shall be *semi-gloss* (scrubbable) interior latex.

**10. MILLWORK** Cabinet and counter Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Tenant the way by which the Landlord proposes to conform to the information given and the design intent expressed herein.

- 10.1. Comply with AWI Section 400 for countertops.
- 10.2. Provide shop drawing(s) of all millwork for review and approval by Tenant. Provide large format drawings and details depicting all countertops, cabinets, detailing core construction, locations, support brackets, installation heights and anchoring. Provide laminate samples for color, pattern and finish selections.
- 10.3. Laminates: Manufacturer: *Wilsonart and/or Formica*.
- 10.4. Color/Textures of all millwork finishes to be selected by Tenant. Provide laminate samples for color, pattern selection.
- 10.5. Counter Tops: custom grade, square edge, high-pressure laminate (standard matte finish).
- 10.6. Cord Management System: All counters (with exception of lounge area) shall be provided with cord management grommets, with a minimum inside diameter of 2". Installation locations, quantities and type of grommet to be field determined by Tenant.
- 10.7. **Specialties at Reception Area:** Layout to be as shown on plan, to include the following:
  - 10.7.1. Work Counter: Adjustable height furniture to be provided by and installed by Tenant.
  - 10.7.2. Bullet Resistant Transaction Windows: UL Listed Level 3 bullet resistant transaction windows. Frames shall be stainless steel and of a protection level equal to or greater than the glazing.
    - 10.7.2.1. Provide three (3) – 48"w X 42"h transaction windows with 2" thick shelf and recessed dip tray and with natural voice transmission.

- 10.7.2.1.1. Shelf shall be full width of window, minimum of 12" deep centered under the glazing and covered with black high-pressure laminate.
- 10.7.2.1.2. Dip tray shall be 10" x 16" fabricated of 16 ga. stainless steel, #3 finish with a clear opening of 1-5/8" under the glazing.
- 10.7.2.1.3. Provide one (1) – 60"w x 42"h sliding transaction window with 2" thick shelf.
  - 10.7.2.1.3.1. Shelf shall be full width of window, minimum of 12" deep centered under the glazing and covered with black high-pressure laminate. No Dip tray.
  - 10.7.2.1.3.2. The transaction shelf should be installed at a height of 34" from the finished floor. Tenant wishes to field verify installation prior to the installation of drywall.
- 10.7.2.2. Acceptable manufacturer's representative of the type and quality required: Insulgard SV and/or Armortex.
- 10.8. **Millwork at Interview Rooms:** Provide work counters conforming to the following at all Interview Rooms.
  - 10.8.1. Landlord to provide and install one plastic laminate, square edged work counter at each interview room, the counters shall be custom grade, high-pressure laminate. Counter shall be secured directly to wall(s), 30" in depth and shall run the full width of the room (approx. 9'-0"), including a modesty panel, which shall extend to 8" above finished floor. The work counter shall be permanently affixed to the partition walls, at a work surface height of 29 1/2" from finished floor.
  - 10.8.2. Landlord shall also field coordinate and install blocking for mouse and keyboard installations (by others).
    - 10.8.2.1. Cord Management System: All laminates shall be provided with two (2) cord management grommets, with a minimum inside diameter of 2". Location and type to be field determined by Tenant.
    - 10.8.2.2. See Tenant layout for quantity and placement of work counters
    - 10.8.2.3. See also "Specialty Areas/Interview Rooms"
- 10.9. **Millwork at Staff Lounge:** Provide and install approximately 9 lineal feet of commercial grade base and approximately 12 1/2 lineal feet of wall cabinets with custom grade, high pressure (25" depth) laminate countertop with matching, field applied 4" backsplash, placement of counter shall be as shown on Tenant Layout. Provide commercial grade base cabinets below counter and commercial grade wall cabinets above; provide custom grade, high pressure (25" depth) plastic laminate countertop with matching, field applied 4" backsplash. Cabinets shall have high pressure plastic laminate surface on the exterior/exposed surfaces, with low pressure laminate only an acceptable backing material.
  - 10.9.1. Manufacturer: Cabinet manufacturers: Merrilat or Shrock. Model: to be selected by Tenant from manufacturer's standard product line.
  - 10.9.2. Counter heights: provide at standard height except for the section housing the sink, the height of this section (which shall be at least 36"



wide) shall be dropped to 34" high and provide at least 29" knee space below for conforming wheelchair accessibility. No cabinets to be provided below the dropped height section, the exposed pipes below shall be insulated or otherwise shielded.

10.9.3. Electrical: Provide minimum quantity three (3) electrical outlets (and sufficient circuitry) located at counter height to provide for safe, efficient operation of Tenant's microwave, toaster oven, coffee maker,

10.9.3.1. Provide outlet and space for Tenant's full size (min. 20 c.f.) refrigerator.

10.9.4. Plumbing: provide and install standard double bowl stainless steel sink with lever type faucet with sprayer.

10.9.5. Specialties: Provide and install wall mounted paper towel dispenser and liquid soap dispensers adjacent to sink. Paper towel dispenser shall be operable with one hand; the dispensing height shall be no more than 48" above the floor.

**11. SIGNAGE:** All of interior and exterior signage shall be provided by Landlord, as per the Tenant's specifications. Provision of signs shall include but not be limited to: exterior building signs; site/parking and directional signs, interior common area signs, interior directory, room numbers, work station numbers and other specific Divisional needs as required by the Tenant.

11.1. **Permanent Signs:** As with all provisions herein Signage type and locations – both exterior and interior- shall be in full compliance with all codes, with particular attention paid to conforming with all applicable ADA provisions including ICC/ANSI A117.1-2003, and the guidelines set forth in ADAAG section 4-30 of the Americans with Disabilities Act, ADA Title III accessibility standards including Grade 2 Braille (Reference: *Federal Register/Vol. 56, No. 144: 4.30.6 Mounting Location and Height*).

11.2. **Typical Interior Signs:** Tenant shall provide a copy of their "Typical Signage" for the Landlord's use and reference in a timely manner in order to facilitate Landlord's procurement of signs.

11.3. **Manufacturer:** Please note the State of NH Department of Corrections may be the most cost effective "vendor" for signage

11.4. **Sign Type:** Panel and Non-Panel

11.5. **Sign Base Material:** Plastic laminate

11.6. **Lettering:** Vinyl dye cut or dimensional lettering

11.7. **Samples:** provide samples of each component for initial selection of color, pattern and texture as required.

11.8. **All interior signs shall have raised letter and Braille inscriptions**

11.9. **Letter Style** shall match Landlord's standard font. If there is no "standard" established for the facility, the font shall be "Ariel".

11.10. **Character Proportion:** shall comply with ICC/ANSI A117.1-2003 and ADAAG section 4.30.2: Letter and numbers on signs shall have a width to height ratio between 3:5 and 1:1 and a stroke-width-to-height ratio between 1:5 and 1:10.


11.11. **Color of sign plate and letters "to be determined".** Color shall be either the Landlord's existing building standard, or if there is no standard, shall be selected by the Tenant. In either case, the color selection shall be in full compliance with ICC/ANSI A117.1-2003 and the guidelines set forth in

ADAAG section 4.30.5: "the characters and background of signs shall be eggshell, matte, or other non-glare finish. Characters and symbols shall contrast with their background – either light characters on a dark background or dark characters on a light background."

- 11.11.1. Samples: provide samples of each component for initial selection of color, pattern and texture as required.
- 11.12. **Sign Installation Location:** Per code requirements; all signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space to the latch side of the door, signs shall be placed on the nearest adjacent wall. Mounting height shall be 60" above the finish floor to the centerline of the signs. Mounting locations shall be such that a person may approach within 3" of a sign without encountering protruding objects or standing within the swing of the door. In reception areas, mount signs in compliance with the dimensions given above, utilizing either side of the reception window as the reference point.
- 11.13. **Symbols of Accessibility:** (the wheelchair symbol) all elements (rest rooms for instance) required to be identified as accessible to persons with disabilities shall use the international symbol of accessibility.
- 11.14. **Room numbers and door numbers:** Assignment of such numbers will be provided by Landlord and coordinated with the Tenant during the Landlord's promulgation of construction drawings, Tenant shall require all doors be designated with a door number, and all offices, conference rooms, workstations and special use areas shall be designated with a room number.
- 11.15. **Use Designation signs:** in addition to provision of room numbers, provide descriptive text signs (raised letter and braille characters) for all rooms/areas of permanent designated use, such as conference rooms, training rooms, interview rooms, and exits. In addition, ADA conforming signage will be installed but not limited to: accessible entrances, emergency egress, staff entrances, conference rooms, fair hearing room, all bathrooms, staff lounge, emergency evacuation routes, assistive listening systems availability, and transportation coordination availability.

## 12. ELECTRICAL:

- 12.1. **Energy Conservation:** Landlords shall utilize energy conservation equipment throughout the leasehold space. The Tenant will favorably consider energy conservation alternatives for all items within this section, including but not limited to motion sensed light switching.
- 12.2. **Electrical Service:** Shall be adequate for the constant and additional demand loads of all lighting, HVAC, outlets, systems furniture (8 wire connections) specialty equipment and any and all other items; including the capacity to add additional circuitry as required at a later date. Provide duplex electrical outlets in all areas as required by code and the specifications herein. See "Specialty Areas" Layout for further definition of electrical requirements in open office areas.
- 12.3. **Electrical Finishes:** All switch plates and outlet covers shall be white in color unless otherwise requested by the Tenant.

  
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- 12.4. **Electrical Installation Heights:** All switches shall have an installation height<sup>1</sup> of 48" above finished floor. Other sensors shall have an installation height of 56" above finished floor.
- 12.5. **Electrical Distribution:**
- 12.5.1. **Electrical Outlets – Dedicated and Common Circuit Needs:** Staff areas, i.e. workstations and private offices, shall be provided with one 20 amp circuit which is to be assigned to PC use only per each 3 staff persons for PC needs, and at least one additional common circuit for non-PC use. Provide additional circuits as required for provision of power to "hot box" (areas of shared electrical equipment use) and copier locations indicated on plans.
  - 12.5.2. **Electrical Circuitry and Outlets – at "Open Office Areas":** See Tenant layouts providing workstations in the open office area, also see "Specialty Areas" – Layout for further description of the electrical requirements for this area.
  - 12.5.3. **Electrical Outlets - Drywall Private Offices:** Provide one (1) dedicated circuit with one (1) quad outlet and one (1) common circuit with three (3) duplex outlets per office.
    - 12.5.3.1. **Electrical Outlets – Interview Rooms:** Provide one (1) dedicated circuit with one quad outlet and one (1) common circuit with three (3) duplex outlets
    - 12.5.3.2. **Electrical Outlets - All other areas:** Provide a minimum of two (2) 20 amp duplex outlets per wall, with spacing not to exceed one outlet per 10 lineal feet of wall.
    - 12.5.3.3. **Common Halls:** Allowance of one duplex outlet per wall, with spacing not to exceed one outlet per 15 lineal feet of wall.

### 13. LIGHTING:

- 13.1. **General Lighting Fixtures** shall be Troffer Type acrylic prismatic lens, standard 2' X 4' three (3) lamp electronic ballasts, using high efficiency T-8, 4100 degree Kelvin lamps. Switching to be provided at all staff private offices and as otherwise determined by the Tenant.
- 13.2. **Interior Lighting - Ballast and Lamps:**
- 13.2.1. All interior lighting shall be energy conservation
  - 13.2.2. All switching for ALL interior lighting within the General Office Area(s) shall be done fully from the primary Staff Entry or as directed by the Tenant.
  - 13.2.3. **Ballast Type:** High efficiency T-8. Low power T-8 ballasts are preferred within this specification. All ballasts shall provide: < 20% harmonic distortion; crest factor of <1.52 and a power factor >92%. Acceptable alternative: LED.
  - 13.2.4. **Lamp Type:** High efficiency T-8 w/ color rendering index of a minimum of 75. 4100 degree K lamps.
- 13.3. **Interior Lighting - Illumination Standards:** Shall be adequate as to insure safe and uniform quality lighting throughout the building. The illumination standards shall be designed and maintained.
- 13.3.1. **Interior Areas** 30-40 Foot-candles at 30" from finished floor.
  - 13.3.2. **Common Areas** 5 Foot-candles

<sup>1</sup> To centerline of device.

- 13.3.3. **Night Light Circuits:** Shall be provided throughout the common areas of the building and as otherwise defined by the Tenant. The minimum illumination standards at floor level, are set forth as follows:
- 13.3.3.1. **Common Areas** 5 Foot-candles
- 13.3.4. **Exterior Lighting:** Shall be adequate to insure safe and uniform quality lighting throughout all parking areas. The minimum illumination standards for all impervious surfaces, are set forth as follows:
- 13.3.4.1. **Active Areas:** Pedestrian traffic and entryways- 5 Foot-candles
- 13.3.4.2. **Building Surrounds:** Parking and roadways 3 Foot-candles
- 13.3.4.3. **Flag pole(s):** As appropriate
- 13.3.4.4. **Means of Egress Lighting:** Shall be provided, e.g. at all corridors, stairs, halls, toilets, outside of all exterior egress doors and stairs, and as otherwise defined and required by and in accordance with all applicable local and/or State codes, including but not limited to NFPA 101 and - ICC/IBC 2000 (International Building Code 2000).
- 13.4. **Emergency Power (generator):**
- 13.4.1. Should the building upgrade to emergency power, all electrical outlets for Data/Com Room(s) - Communications Room HVAC equipment shall be connected on the emergency power circuit(s), in addition all power supplies for access control, telephone and security systems shall be serviced.
- 13.4.2. In all cases, generator power is required to be provided for any building that has either sewer injection pumps and or private water supply pumps.
- 13.5. All electrical panels, switches and outlets shall be labeled at the device. Such labeling shall clearly identify the corresponding electrical circuits. In addition, all circuit breaker panels shall provide a physical description of the area(s) being serviced by the specific circuit breaker.

#### 14. COMMUNICATIONS REQUIREMENT:

- 14.1. **Electrical and Data Coordination:** Electrical engineer must reference within the electrical specification the Tenant's data communication requirements as defined by TIA/EIA 568B category 6E data cabling specifications and certification requirements as it relates to the project's coordination of the effected trades.
- 14.2. **Telephone and Data Circuits:** The Landlord shall be responsible to provide all telephone and data connectivity needs as defined and required by the Tenants. All such services shall be terminated, including premise cabling, within the Tenant's designated Data/Communications Room(s), including but not limited to: digital data services and ISDN. Telephone riser cable must be installed from the building's DEMARC into the Tenant's Data/Communications Rooms. Telephone riser cable must provide 30% expansion from Tenant's current needs.
- 14.3. From an installation perspective, there is no difference between telephone cabling and data cabling. Landlord shall provide and install all station cabling in accordance with the requirements defined in this section. All station cabling shall be terminated in the Data / Communications room on patch panels
- 14.4. Landlord shall be responsible for the supply and installation of one (1) 4" telephone conduit(s) with pull strings (with non-metallic 90-degree sweeps and

- pull boxes as required) from their building's telephone d-mark entrance to each Tenant's Communications Room(s).
- 14.5. Landlord shall be responsible for the supply and installation of one (1) 4" data conduit(s) with pull strings (with non-metallic 90 degree sweeps and pull boxes as required) from their building's telephone d-mark entrance to each Tenant's Communications Room(s).
- 14.6. Telephone and Data Station Cabling: Landlord shall be responsible to provide all telephone and data connectivity needs as defined and required by Tenant. All such services shall be terminated, including premise cabling, within the (Data/Com) Communications Rooms, including but not limited to: digital data services and ISDN.
- 14.7. CAT 6E station cabling: Landlord shall provide and install all CAT 6E data station cabling, said cabling shall originate in the Communications Rooms. In addition, Landlord shall provide and install two (2) floor mounted 7' high by 19" wide UL listed, two-post 6061-T6 aluminum 45U relay racks and all required 48 port patch panels with rear cable management bars, integrated vertical power strips/poles. Data cabling shall be terminated on station end and patch panel ends via RJ-45 jacks, 45° exit faceplates - CAT 6E modules are to be provided at all work station and drywall locations. The color of the cable and jacks shall be "Blue". Approximately 280 jack locations are anticipated throughout the leasehold space. Final station cabling needs will be determined by construction document drawings. Most of these jack locations shall be shared with telephone station cabling. Typical jack location shall contain two (2) data jacks. All cabling shall be properly installed horizontally and vertically by industry standard means and method, including but not limited to cable trays, "J" hooks and grommets.
- 14.8. Conduit Runs (reference source BICSI TDM Manual):
- 14.9. All runs are to be the most direct route possible (usually parallel to building lines) preferably with no more than two 90-degree bends between pull points.
- 14.10. Contain no 90-degree conduits (also known as an LB).
- 14.11. Contain no continuous sections longer than 30 m (98 ft.) For runs that total more than 30 m (98 ft.) in length, insert pull points or pull boxes so that no segment between points or pull boxes exceeds the 30 m limit.
- 14.12. Nonmetallic sweeps are to be utilized - 90-degree elbows are not acceptable.
- 14.13. Grounding:
- 14.14. All racks, metallic backboards, cable sheaths, metallic strength members, splice cases, cable trays, etc., entering or residing in the Telephone Room or Electrical Room shall be grounded to the respective TGB or TMGB using a minimum #6 AWG stranded copper bonding conductor. All bonding conductors shall terminate on a copper grounding bar provided and installed by Landlord. Installation shall be on the telephone backboard (location to be defined by Tenant).
- 14.15. Identification and Labeling: All telecommunications cables and terminals shall be clearly and permanently labeled in accordance with the (Tenant's) Owner's standard labeling system.
- 14.16. Testing and Acceptance: All cables and termination hardware shall be 100% tested for defects in installation and to verify cabling system performance under installed conditions according to the requirements of ANSI/TIA/EIA-568-A

Addendum 5, TSB-67 and TSB-95. All pairs of each installed cable shall be verified prior to system acceptance. Any defect in the cabling system installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed. Such testing results shall be provided to the Tenant in electronic form.

- 14.17. HVAC: Provide stand-alone/independent unit for this room as specified in HVAC and Ventilation.
- 14.18. Data/Communications room: Landlord to provide and install stand-alone approximate 1-ton HVAC unit such as "slim-line" Mitsubishi wall mount unit. Unit shall be designed for 24 hr, 365 day, 64 deg-75 deg room temperature, 30%-55% humidity, and positive pressure. Building's HVAC shall provide secondary/emergency back-up system for this room's HVAC needs.
- 14.19. Telephone & Data Requirements: Landlord shall be required to include installation of Cat 6E telephone and data station cabling throughout the space, including provisions for routing of all data/telecommunications from the data room to each office and workstations as identified by the Tenant. Provide open wire cable trays in primary areas supplemented by "J" hooks as needed for routing of telecommunications in all open office areas. Telecommunications cabling shall be "home runs" (with no breaks) from each jack to the data room.
- 14.20. Provision of Furniture Panel connectivity: Landlord to be responsible for the hard-wire hook-up of power and data/telecommunications to all Tenant workstations to either the ceiling or wall mounted electrical junction boxes, installation responsibility shall also include the securing and anchoring of all communications and electrical poles.

#### 15. SECURITY ALARMS, CCTV AND ACCESS CONTROL SYSTEMS:

- 15.1. **Systems:** Provided by Tenant.
- 15.2. **Conduit:** Provided by Landlord.
- 15.3. **Integration:** Landlord responsible to provide and assist with any and all required integration with fire alarm or fire protection systems and/or detection. Such integration and connections shall only be done after review and approval of the local fire department or other such authority having jurisdiction.

#### 16. FIRE SUPPRESSION SYSTEMS

- 16.1. The cost of any changes, modification or additions to the fire suppression system will be the sole responsibility of the Landlord, all shall be provided in conformance with local, State and prevailing building codes, including but not limited to NFPA-101. All required permits, fees, testing and approvals shall be borne by the Landlord.
- 16.2. The costs of any changes, modifications or additions to the existing fire suppression system shall be the solely at the Landlords expense and responsibility.
- 16.3. **Fire Suppression at Data/Com Room(s):** If a fire suppression system is provided, 220 degree heads shall be installed at Data/Com Communications Rooms.



- 16.4. Landlord to provide connectivity to this system for Tenant's alarm system(s).
- 16.5. **Fire Extinguishers:** To be provided, maintained and inspected by Landlord as required by inspection and reporting requirements set forth in Lease Agreement. Recessed or semi recessed cabinets required, in no instance shall the cabinet extend more than 4" from the wall..

**17. FIRE ALARM SYSTEM:**

- 17.1. To be determined by all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of the Landlord. All required permits, fees, testing and approvals shall be borne by the or Landlord.
- 17.2. The costs of any changes, modifications or additional to the existing fire alarm system shall be solely at the Landlords expense and responsibility.
- 17.3. Landlord to provide connectivity via dry contact or other means to building's fire alarm control panel for any and all security and access system needs.

**18. HVAC and VENTILATION:**

- 18.1. Constant velocity, ducted return HVAC systems are required. Ducted returns are preferred over plenum returns.
- 18.2. DHHS Special Requirement: Provide minimum of one VAV (variable air volume) box and thermostatic control per two Interview Rooms. Actual location of thermostatic control(s) shall be reviewed with the Tenant.
- 18.3. HVAC – Reference the State of NH Standard Lease Agreement, EXHIBIT D, Part II for required compliance with State of New Hampshire RSA 10-B "Clean Indoor Air in State Buildings". The requirements of RSA 10-B are as defined by the "Department of Environmental Services" administrative rules Chapter Env-A 2200.
- 18.4. HVAC System - Balancing Report: Landlord shall warrant to the Tenant that the complete HVAC system(s) and all appurtenances, do and will adequately and uniformly service the entire lease space and are in full compliance with current industry standards. Prior to the Tenant's occupancy, the Landlord shall provide the Tenant with said report. Said report shall be deemed as part of the lease/contract document.
- 18.5. HVAC Systems - Thermal Comfort: HVAC systems shall be designed to provide the minimum standards as set forth by ASHRAE 55-1992 - *Thermal Comfort Considerations*.
  - 18.5.1. Data/Communications room: Provide stand-alone/independent unit for this room. System must maintain an average ambient temperature of 73 degrees F with +/- 10 degree swing for thermal alarm. Building's HVAC shall provide secondary/emergency back-up system for this room's HVAC needs.
    - 18.5.1.1. BTU Outputs: 20,000 Btu's. Must be accounted for in primary and secondary/emergency HVAC designs.

**19. SPECIALTY AREAS:**



- 19.1. **OPEN OFFICE AREA:** Systems Furniture provided by Tenant:
- 19.1.1. **Space Requirements:** Provide open office areas as shown on attached plan to accommodate Tenant's modular furniture panel systems workstations, each measuring approximately 6'-0" X 8'-0" (interior). Design shall provide for common file areas and shared electrical equipment space (referred to herein as Hot Boxes) at the end run of appropriate system furniture installations. Modular furniture panels, work surfaces, power and data management poles shall be provided by the Tenant.
- 19.1.1.1. **"Hot Boxes":** for the purpose of this document a "Hot Box" is a counter or work area designated for shared equipment requiring electrical and data connectivity. Provide for "Hot Box" common file and equipment space (such as shared printers and copiers) at the end run of certain system furniture workstations. Size of the area shall be approximately 2'-6" deep with the width being equal to the adjoining workstations. These "Hot box" areas are incorporated into the modular furniture panel system's space, care must be taken however to adequately provide electrical circuitry and connectivity to address the additional demands of these shared requirement areas.
- 19.1.1.2. **Electrical Requirements:** Landlord shall be required to include provisions for and connection of all electrical circuitry and junction boxes (ceiling and/or wall mounted) required for proper utilization of the furniture panel's electrified raceway. Typical systems furniture electrical harness configuration is three circuits consisting of 4 - hot; 2 - neutrals and 2 - grounds. Weather-tight or similar protection shall be required between junction box and connection to power pole (Pole Feed - PF) or systems raceway "whips" (Base Feed - BF). System furniture standard connectivity power whip does not exceed 6'. Provide base feed (BF) on systems furniture except as noted on plan. As an estimate of required circuitry, provide one circuit per three workstations.
- 19.1.1.3. **Telephone & Data Requirements:** Landlord shall be required to include installation of Cat 6E telephone and data station cabling throughout the space, including provisions for routing of all data/telecommunications from the data room to each office and workstations as identified by the Tenant. Provide open wire cable trays in primary areas supplemented by "J" hooks as needed for routing of telecommunications in all open office areas. Telecommunications cabling shall be "home runs" (with no breaks) from each jack to the data room.
- 19.1.1.4. **Provision of Furniture Panel connectivity:** Landlord to be responsible for the hard-wire hook-up of power and data/telecommunications to all Tenant workstations to either the ceiling or wall mounted electrical junction boxes, installation responsibility shall also include the securing and anchoring of all communications and electrical poles.





- 19.2. **EXTERIOR ENTRANCES:** All exterior entrances shall be designed as to provide an interior vestibule (air lock). Said vestibule (air lock) shall be environmentally conditioned as to provide appropriate thermal comfort and shall be designed as to have negative pressure. In addition, all vestibules (air locks) shall be designed and constructed barrier free.
- 19.2.1. **Door Assembly: Aluminum and glass storefront.**
- 19.2.2. See also Doors and Hardware, requirement for automated push plate access at Public Entry Door
- 19.2.3. See also ELECTRICAL – Night Light Circuits - The facility's main lighting controls shall be located adjacent to the primary staff entry.
- 19.2.4. See also FINISHES –WMCT
- 19.3. **STAFF RESTROOMS:** Layout shall be as shown on Tenant's plans, to include the following:
- 19.3.1. **Door Assembly:** solid core wood door and hollow metal frame with push plate/pull bar with hydraulic overhead door closer device.
- 19.3.2. **Toilet Partitions:** Supply and install. Materials: powder-coated steel, plastic laminate or solid polymer plastic partitions; Styles: floor or floor to ceiling mounted; ADA compatible.
- 19.3.3. **Design, configuration and fixture counts:** Shall be in full compliance with all local, State and prevailing building codes as specified herein. Particular care shall be shown to the proper installation placement and height of: water closets, sinks, handrails, mirrors, partitions and privacy screens.
- 19.3.4. **Dispensers and receptacles:** To be supplied and installed by Landlord. Including but not limited to: toilet paper, toilet seat protectors, paper towel dispensers, coin-operated feminine hygiene products dispensers and feminine products waste receptacles and recessed or semi recessed trash receptacles – see "standards and specialties" for trash receptacle specifications.
- 19.3.5. **Paper Towel Dispensers:** Shall be operable with the closed fist of one hand. The "Tork" hand sensor roll towel dispenser and Georgia Pacific "enMotion" automated touchless towel dispenser are preferred. Provide a minimum of one unit, or one unit per every two sink fixtures.
- 19.3.6. **Ventilation:** Minimum design criterion for establishing the exhaust fan size (in CFM): the greater of - total cubic feet of room divided by 4 or 4 air exchanges per hour. The intake register shall be ceiling mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.
- 19.4. **PUBLIC RESTROOMS:** To be located at the public entry area, as shown in the Tenant's plan, to include the following:
- 19.4.1. **Door Assembly:** Solid core wood door and hollow metal frame with push plate/pull bar or privacy hardware (as deemed appropriate by floor plan) with hydraulic overhead door closer device.
- 19.4.2. **Design, configuration and fixture counts:** Shall be as shown in Tenant Design-Build Intent Plan and in full compliance with all local, State and prevailing building codes as specified herein. Particular care shall be shown to the proper installation placement and height of: water closets, sinks, handrails, mirrors, partitions and privacy screens.

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11/21/15

- 19.4.3. **Baby Changing Station:** To be provided in conformance with specification herein - see Standards and Specialties.
- 19.4.4. **Dispensers and receptacles:** To be supplied and installed by Landlord. Including but not limited to: toilet paper, toilet seat protectors, paper towel dispensers, coin-operated feminine hygiene products dispensers and feminine products waste receptacles and recessed or semi recessed trash receptacles - see "standards and specialties" for trash receptacle specifications.
- 19.4.5. **Paper Towel Dispensers:** Shall be operable with the closed fist of one hand; Provide a minimum of one unit, or one unit per every two sink fixtures. The "Tork" hand sensor roll towel dispenser and Georgia Pacific "enMotion" automated touchless towel dispenser are preferred.
- 19.4.6. **Ventilation:** Minimum design criterion for establishing the exhaust fan size (in CFM): the greater of - total cubic feet of room divided by 4 or 4 air exchanges per hour. The intake register shall be ceiling mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.
- 19.5. **JANITORIAL ROOMS:** Shall include the following
- 19.5.1. **Door Assembly:** solid core wood door and hollow metal frame with standard hardware (type: storeroom).
- 19.5.2. **Sink:** A floor-type sink, such as Floestone, Models 90/91/92 Drop Front, Terrazzo Mop Receptors, with faucet assembly.
- 19.5.3. **Shelving:** Provide a minimum of 125 lineal feet of pre-manufactured shelving, such as Space Maker (vinyl coated wire construction). Installation to be field located by Tenant.
- 19.6. **PUBLIC LOBBY:** Layout to be as shown on Tenant's plan, to include the following:
- 19.6.1. Telephone - Public: *To be provided by the Tenant.*
- 19.6.2. Counter: Install approximately 10 lineal feet of custom grade, high pressure (25" depth) laminate countertop with matching, field applied 4" backsplash. Counter shall be secured directly to wall(s). Mounting height shall be 34" from finished floor.
- 19.6.3. Drinking Fountains: provide as specified in "Standards and Specialties" herein.
- 19.6.4. Door Assembly: Public Entry Doors (to lobby): Where allowed by code, a single door w/ fixed sidelight is preferred. Minimum width of such door(s) shall be 3'-6".
- 19.6.4.1. Provide and install ANSI/BHMA A156.10 and code compliant "push plate" operated doors as defined herein in Section 4 "Doors, Door assemblies and Hardware".
- 19.7. **RECEPTIONIST AREA:** Layout to be as shown on plan, to include the following:
- 19.7.1. Type 5 walls (bullet resistant) at surrounds.
- 19.7.2. Electrical and tele/com - Provide a minimum of two data jacks and one dedicated circuit with one quad outlet per workspace.
- 19.7.3. Door Assemblies:



- 19.7.3.1. From Lobby: Solid core wood veneer door and hollow metal frame with standard hardware (type: storage lockset) with hydraulic overhead door closer device. At "public side" of solid core wood interior door, apply one layer of bullet resistive fiberglass opaque armor panel to fully sheath interior door at public side. Installation shall be in strict conformance with manufacturer's printed instructions.
- 19.7.3.2. Product shall be: *Insulgard - UL Level 3, NIJ Type IIIA- Fibergard fiberglass opaque armor (FG-300)*. No substitutions will be accepted.
- 19.7.3.3. From Secure Area(s): Solid core wood veneer door and hollow metal frame with standard hardware (type: classroom lockset).
- 19.7.4. Sound Control Panels: Provide a minimum quantity of twelve (12) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.
- 19.7.5. Bullet Resistant Transaction Windows: See "Millwork/Reception Area" for specifications.
- 19.7.6. Security Alarm: See Alarm section. Provided by others.
- 19.7.7. Alarm Panel and Console Station: Provided by the Alarm contractor.
- 19.7.8. Security Window Intercom System: Provided by Tenant. Installation by Landlord.
- 19.8. **FILE ROOM:** Layout as shown on plan, to include the following:
  - 19.8.1. Door Assembly: Solid core wood veneer door and hollow metal frame with standard hardware (type: classroom).
  - 19.8.2. Electrical and tele/com - Provide a minimum of two data jacks and one quad outlet at the File Room work counter.
    - 19.8.2.1. See "Millwork/File Room" for Work Counter specifications to be provided in this area.
- 19.9. **INTERVIEW ROOMS:** Layout to be as shown on plan, to include the following:
  - 19.9.1. Type 3 "High Performance sound control" walls at all surrounds.
    - 19.9.1.1. See "Millwork Interview Room work counters" for millwork requirements - provision of a work counter at each interview room.
  - 19.9.2. Electrical and tele/com - - Provide a minimum of two data jacks - one at each end of Interview Room counter, installed on the staff side of the counter.
  - 19.9.3. Door Assemblies:
    - 19.9.3.1. Client entrance hallway to interview room door assembly: Solid core wood veneer door and hollow metal frame with narrow light vision panel with one way reflective coating (approx. 4" X 25"), with standard hardware (type: storeroom lockset) with hydraulic overhead door closer device and electric strike.
    - 19.9.3.2. Staff door assembly: Solid core wood veneer door and hollow metal frame with narrow light vision panel (approx. 4" X 25"), with standard hardware (type: storeroom lockset - rev. install) with hydraulic overhead door closer device and electric strike.  
<<controlled access point>>



- 19.9.4. Electrical & HVAC Loads: Design capacities to support a PC, monitor and printer in each interview room. Power for PCs and printers, telephone and data
- 19.9.5. Security Alarm: See Alarm section. Provided by Tenant.
- 19.10. **FAIR HEARING ROOM:** – Layout as shown on plan, to include the following:
- 19.10.1. Type 3 "High Performance sound control" walls at all surrounds.
  - 19.10.2. Electrical and tele/com: Provide a total of four data jacks. Also make provisions for the Tenant's future video conferencing needs with the installation of a junction box at 66" AFF, with ¾" emt (and pull string) to above the suspended ceiling.
  - 19.10.3. Door Assemblies:
    - 19.10.3.1. Client: Solid core wood veneer door and hollow metal frame with standard hardware (type: storeroom lockset) with hydraulic overhead door closer device and electric strike.
    - 19.10.3.2. Staff: Solid core wood veneer door and hollow metal frame with narrow light vision panel (approx. 4" X 25"), with standard hardware (type: storeroom lockset - rev. install) with hydraulic overhead door closer device and electric strike. <<controlled access point>>
  - 19.10.4. Sound Control Panels: Provide a minimum quantity of eight (8) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.
  - 19.10.5. Security Alarm: See Alarm section. *Provided by Tenant.*
- 19.11. **PRIVATE OFFICES:** Layout to be as shown on Tenant's plan, to include the following:
- 19.11.1. **Electrical and tele/com:** Provide one (1) dedicated circuit with one (1) quad outlet and one (1) common circuit with three (3) duplex outlets per office. Provide two data jack locations, each with one data jack.
  - 19.11.2. Door Assembly: (See section 7)
- 19.12. **STAFF LOUNGE:** Layout to be as shown on Tenants plan, include the following:
- 19.12.1. Millwork: provide and install as specified in "Millwork/Staff Lounge" herein.
  - 19.12.2. Type 3 "High Performance sound control" walls at all surrounds.
  - 19.12.3. Door Assembly: (See section 7)
  - 19.12.4. Sound Control: Provide a minimum quantity of six (6) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.
  - 19.12.5. Appliances: Tenant shall supply all appliances,
  - 19.12.6. Drinking Fountain: see "standards and specialties" herein.
  - 19.12.7. Specialties: Paper goods dispenser and soap dispensers to be supplied and maintained by the Landlord. Including but not limited to: paper towel dispenser, which are operable with one hand and a wall mounted liquid hand soap dispenser.
  - 19.12.8. Ventilation: Design criterion for establishing the exhaust fan size (in CFM): the greater of - total cubic feet of room divided by 4 or 4 air exchanges per hour. The intake register shall be ceiling mounted and be

ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.

- 19.13. **CLIENT CONFERENCE ROOM:** Layout to be as shown on Tenant plan. This room shall be Accessible from both the "public" and "staff" zones, measuring approximately 330 square feet. Include the following:

19.13.1. Type 3 "High Performance sound control" walls at all surrounds.

19.13.2. Door Assembly:

19.13.2.1. Client: Solid core wood veneer door and hollow metal frame, with standard hardware (type: storeroom lockset) with hydraulic overhead door closer device and electric strike.

19.13.2.2. Staff: Solid core wood veneer door and hollow metal frame with narrow light vision panel (approx. 4" X 25"), with standard hardware (type: storeroom lockset - rev. install) with hydraulic overhead door closer device and electric strike. <<controlled access point>>

19.13.3. Sound Control: Provide a minimum quantity of six (6) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.

- 19.14. **STAFF CONFERENCE ROOM:** Layout to be as shown on Tenant plan. Include the following:

19.14.1. Type 3 "High Performance sound control" walls at all surrounds.

19.14.2. Door Assembly:

19.14.2.1. Solid core wood veneer door and hollow metal frame, with narrow light vision panel (approx., 4" x 25"), with standard hardware

19.14.3. Sound Control: Provide a minimum quantity of six (6) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.

- 19.15. **STORAGE ROOM:** Supply and Storage Room(s) Layouts to be as shown on Tenant plan, include the following:

19.15.1. Shelving: Provide a minimum of 275 lineal feet of pre-manufactured solid shelving or heavy duty standards with adjustable shelving. Installation to be field located by Tenant.

20. **PARKING AND SITE:** Minimum of 145 parking spaces total must be provided; without additional charge to the Tenant, included in the proposed annual rent, the number of spaces provided shall also meet or exceed that which is required by the local building code. All parking spaces shall be asphalt or concrete - paved and clearly marked with painted lines. The area of parking and path of travel from the parking area to the Premise shall be configured and provided as shown in the attached "Tenant Parking Diagram SP-1" and as follows:

- 20.1. **Full compliance all codes and ordinances,** particularly with those providing Barrier-Free Design will be the responsibility of the Landlord, including but not limited to conforming provision of: parking spaces, access aisles, curb cuts, entrances, lighting, signage and ramping. To achieve this Landlord shall provide renovations to the existing Parking Lot areas and paths of travel to the "Main Entry" to the Premises. Such renovations shall include but not be limited to:

- 20.1.1. Remove all conflicting/obsolete lines or symbols painted on the parking lot surface by either painting over lines with black paint or skim-coating the affected areas.
- 20.1.2. The existing raised asphalt sidewalk located in front of the parking spaces adjacent to the Tenant's Public Entrance will be removed, with new, level asphalt provided at the same grade as the "accessible" parking spaces and access aisles in order to create a code conforming path of travel from each access aisle to the Public Entry. Any slope or cross slope within the accessible path of travel shall not exceed maximum slope limits of applicable code requirements.
- 20.1.2.1. Sidewalk to Public Entrance: Landlord shall provide a "saw cut" pattern in the asphalt adjoining the concrete sidewalk in order to provide a detectable means of warning between the concrete sidewalk and adjoining asphalt paved parking lot access aisle (See Tenant Parking Diagram SP-1).
- 20.1.2.2. Wheel stops: Permanent Concrete - or other heavy duty material wheel stops - shall be provided and installed directly in front of each "accessible" parking space.
- 20.1.3. Provide new painted lines and symbols on parking lot surface.
- 20.1.4. The number and layout of parking spaces and access aisles to be provided for barrier-free accessibility shown in Tenant's Parking Diagram intentionally exceeds the minimum required by code, the Parking Diagram shall take precedent.
- 20.1.5. Areas providing barrier-free accessibility - which include the "accessible" parking spaces, access aisles, path of travel to entry and entrance areas - repair all chipped, cracked or uneven surfaces to provide smooth, flat surface. Fill any gaps in pavement surfaces which exceed 1/4" and bevel any thresholds which exceed 1/4."
- 20.1.6. Exterior Parking Signs: The Landlord shall provide proper designation signage at each "Accessible" parking space and access aisle. Each sign shall be supplied and installed on a metal post, mounted with the bottom edge of the sign at 60" above the ground. Each sign shall be bright blue, and bear the universal symbol of accessibility. Van Accessible spaces shall bear the additional designation of "Van Accessible". Each "access aisle" shall be clearly reserved with signs reading "no parking zone" and the asphalt paving within these aisles shall be painted with yellow diagonal lines.
- 20.1.7. Tenant to arrange to relocate bus stop to the driveway entrance closest to the accessible route. Landlord to add additional sidewalk to connect bus stop to the accessible route. Construction of sidewalk to join accessible route and bus stop will utilize best efforts to achieve code requirements.

  
11/21/15

IN ACCEPTANCE OF THE FOREGOING; the parties have provided their authorized signatures as follows:

**TENANT:** The State of New Hampshire, acting through the: Department of Health and Human Services

Authorized by: (full name and title) Sheri L. Rockburn 12/1/15  
Signature

Print: Sheri L. Rockburn, Chief Financial Officer  
Name & Title

**LANDLORD:** (full name of corporation, LLC or individual) Airtight IV, LLC

Authorized by: (full name and title) Arthur L. Sullivan 11/25/15  
Signature

Print: Arthur Sullivan, Member  
Name & Title

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire COUNTY OF: Hillsborough

UPON THIS DATE (insert full date) November 25, 2015,

appeared before me (print full name of notary) Maryann Finocchiaro the undersigned officers personally appeared:

(insert Landlord's signature) Arthur L. Sullivan

who acknowledged him/herself to be (print officer's title, and the name of the corporation

Member of Airtight IV, LLC and that as such Officers, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)

Maryann Finocchiaro  
MARYANN FINOCCHIARO, Notary Public  
My Commission Expires August 22, 2017



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF BUSINESS OPERATIONS**

LRCP 15-041

**BUREAU OF FACILITIES AND ASSETS MANAGEMENT**

**Nicholas A. Toumpas**  
Commissioner

**Sheri L. Rockburn**  
Chief Financial Officer

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9500 1-800-852-3345 Ext. 9500  
Fax: 603-271-8149 TDD Access: 1-800-735-2964

November 23, 2015

The Honorable Gene Chandler, Chairman  
Long Range Capital Planning and Utilization Committee  
L.O.B. – Room 201  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Pursuant to NH RSA 4:39-b, the Department of Health and Human Services is requesting approval of the attached ten-year term renewal lease agreement with Forty Terrill Park Drive, LLC c/o CPManagement, Inc. Eleven Court Street, Exeter, New Hampshire 03833. This renewal lease agreement will allow the Department to remain in its existing office space for its employees and clients in a secure and efficient facility with renovations necessary to bring the office up to current Department standard requirements. The effective date for this agreement is January 1, 2016 with an end date of December 31, 2025, with a total lease cost of \$5,851,207.96. Occupancy of the premises and commencement of rental payment shall be January 1, 2016.

**EXPLANATION**

The Department has started a series of District Office reconfigurations to meet several objectives: improved public access to services through greater use of technology and less dependence on physical sites; greater access, safety and confidentiality provisions where direct client interactions are necessary; more efficient use of office space; and more efficient use of energy. To date, the Department has closed its Salem District Office and relocated its Southern (Nashua), Seacoast (Portsmouth) and Keene District Offices to help meet those objectives. The Concord and Manchester District Offices were the next areas to be reviewed.

A thorough assessment of caseload by Division and then by staff caseworker showed that Concord would remain the location to best meet the clientele needs of Merrimack County. The Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services will occupy this facility, housing ninety-nine (99) employees.

As there have not been any previous, current or long-term plans to move the Department of Health and Human Services' Concord District Office into any State owned facility, the Department initiated a Request for Proposal in October 2014. Limited available commercial real estate in the Concord area and the State's stringent lease contract requirements present significant obstacles for building owners. The 2014 Request for Proposal was able to provide only one viable leasehold option; the existing landlord Forty Terrill Park Drive, LLC c/o CPManagement, Inc. Eleven Court Street, Exeter, New Hampshire.

Due to program changes, which streamline the way the Department does business with its clients, the current Concord District Office needed renovations to bring it up to the current Department



standards, the limited renovations provide: an additional transaction window with added privacy; interview rooms will have added security features using access cards instead of keys for staff; a section of drywall partitions will be removed to allow systems furniture to be installed to best utilize space and accommodate additional staff in the same space; the former family room was removed and replaced with an updated fair hearing room; the file area was decreased to add needed storage space; new flooring in all heavy traffic and renovation areas (inclusive of slip resistant VCT in rest rooms and lounge areas) and new paint throughout.

This building will encourage smart growth by renovating the existing facility. The proposal includes the limited renovation of the existing office building (see attached Tenant Design-Build Intent Specifications) for the Department of Health and Human Services (no other State agencies are considering space in the Concord area at this time). The square footage remains the same at approximately 25,588 square feet. The current lease rate is \$20.75; the renewal lease rate with renovations is \$20.98 per square foot gross. In addition, remaining at this location saves the Department moving costs, inclusive of the moving expense, telephone and data relocation, upgrading the phone system and access control system.

Financially, a renewal lease is the only feasible resolution for this District Office. The lease proposal provided by Forty Terrill Park Drive, LLC was offered to the Department as a five-year and a ten-year lease, with no options to extend. The ten year lease provided a savings of \$255,624.12 (see attached Concord Renovation spreadsheet) over the first five years of the lease; therefore, the Department pursued the ten-year lease. Upon further discussion with the Landlord the Department wanted to decrease the total rent and worked with the Landlord and decided to do all needed renovations necessary to bring the office up to current Department requirements, however, decided not all renovations were necessary to fulfill the Department needs, therefore, a modified renovation plan was agreed upon. This modification saved the Department \$426,807.64 over the ten-year term and still provided the necessary renovations to bring the office to current Department requirements. The ten-year lease rate structure is as follows:

<u>Term</u>	<u>Per Square Foot</u>	<u>Annual Rent</u>	<u>Percent Increase</u>
Year 1	\$20.98	\$536,836.24	
Year 2	\$21.38	\$547,071.44	1.9%
Year 3	\$21.78	\$557,306.64	1.8%
Year 4	\$22.20	\$568,053.60	1.9%
Year 5	\$22.62	\$578,800.56	1.9%
Year 6	\$23.05	\$589,803.40	1.9%
Year 7	\$23.49	\$601,062.12	1.9%
Year 8	\$23.93	\$612,320.84	1.8%
Year 9	\$24.39	\$624,091.32	1.9%
Year 10	\$24.85	\$635,861.80	1.9%
Total ten-year term		\$5,851,207.96	16.9% Increase over ten-year term

The lease approach was chosen over the purchase approach as the comparison of a lease vs. a purchase (see attached) revealed a savings with the lease of approximately \$4,398,074.00 over the purchase. The purchase costs were estimated using the State of New Hampshire, Department of Administrative Services, Bureau of Public Works, Design And Construction Instruction For Estimating Capital Improvement Projects.

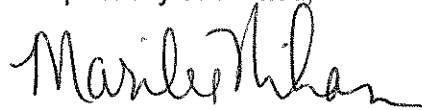
The new lease rate is structured to be payable as a gross lease, inclusive of real estate taxes, insurance, heat, electricity and common area maintenance (including snow plowing, snow removal,

general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping).

Approval of this renewal lease will allow the Department of Health and Human Services to provide services to the public more efficiently and effectively in a secure and confidential environment. The area served by the Concord District Office is the entire Merrimack County.

Your approval of this renewal lease agreement to continue to house the Department's Concord District Office is appreciated.

Respectfully submitted,

  
Nicholas A. Toumpas  
Commissioner

### **LEASE SPECIFICS**

Landlord:	Forty Terrill Park Drive, LLC C/o CPManagement, Inc. Eleven Court Street Exeter, NH 03833
Location:	40 Terrill Park Drive Concord, NH 03301
Monthly Rent:	Year 1           \$44,736.35 Year 2           \$45,589.29 Year 3           \$46,442.22 Year 4           \$47,337.80 Year 5           \$48,233.38 Year 6           \$49,150.28 Year 7           \$50,088.51 Year 8           \$51,026.74 Year 9           \$52,007.61 Year 10          \$52,988.48
Square Footage:	25,588
Square Foot Rate:	Year 1           \$20.98 Year 2           \$21.38 Year 3           \$21.78 Year 4           \$22.20 Year 5           \$22.62 Year 6           \$23.05 Year 7           \$23.49 Year 8           \$23.93 Year 9           \$24.39 Year 10          \$24.85
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing January 1, 2016 through December 31, 2025
Total Rent:	\$5,851,207.96

### **Public Notice**

Wanted to rent in Concord, New Hampshire for a term of five (5) or alternately ten (10) years, commencing in the late spring of 2015, approximately 21,000 – 26,000 square feet of space for use by the State of NH Department of Health and Human Services to provide a District Office. All interested parties must offer the option of either a 5 or a 10-year lease term. The space and surrounding site offered must be renovated to meet State's programmatic needs and specifications, which must be reviewed in advance of submitting a Letter of Interest in response to this solicitation. To obtain a copy of these specifications please contact Leon Smith, Administrator, Bureau of Facilities and Assets Management, 129 Pleasant Street, Concord, NH 03301, or phone: (603) 271-9502. Alternately these specifications may be obtained on the State's WEB site at: <http://admin.state.nh.us/bpm/index2.asp>. Any and all Letters of Interest regarding this request must be received by 2:00 p.m. on Friday, October 17, 2014. The State of New Hampshire reserves the right to accept or reject any or all proposals.

### **Ad Placement schedule in "Public Notice" section of local newspaper:**

<b>New Hampshire Union Leader</b>	<b>Friday</b> 10/3/14
<b>Concord Monitor</b>	<b>Friday</b> 10/3/14

CONCORD DISTRICT OFFICE  
40 Terrill Park Drive  
Proposal Comparison

Five-Year Lease Proposal	CONCORD 25,588 Square Feet Full renovations as per specifications			Percent	CONCORD 25,588 Square Feet Modified Specifications W/Demo-Data-Electrical Modifications			Percent
	Square Foot Rate	Monthly Cost	Yearly Cost	Increase	Square Foot Rate	Monthly Cost	Yearly Cost	Increase
Year 1	\$23.80	\$50,749.53	\$608,994.40					
Year 2	\$24.40	\$52,028.93	\$624,347.20	2.5%				
Year 3	\$25.00	\$53,308.33	\$639,700.00	2.4%	NO FIVE-YEAR TERM			
Year 4	\$25.63	\$54,651.70	\$655,820.44	2.5%				
Year 5	\$26.27	\$56,016.40	\$672,196.76	2.4%				
<b>Total Five-Year Term</b>			<b>\$3,201,058.80</b>					
Ten-Year Lease Proposal								
Year 1	\$21.90	\$46,698.10	\$560,377.20		\$20.98	\$44,736.35	\$536,836.24	
Year 2	\$22.45	\$47,870.88	\$574,450.60	2.4%	\$21.38	\$45,589.29	\$547,071.44	1.9%
Year 3	\$23.01	\$49,064.99	\$588,779.88	2.4%	\$21.78	\$46,442.22	\$557,306.64	1.8%
Year 4	\$23.58	\$50,280.42	\$603,365.04	2.4%	\$22.20	\$47,337.80	\$568,053.60	1.9%
Year 5	\$24.17	\$51,538.50	\$618,461.96	2.4%	\$22.62	\$48,233.38	\$578,800.56	1.9%
Year 6	\$24.78	\$52,839.22	\$634,070.64	2.5%	\$23.05	\$49,150.28	\$589,803.40	1.9%
Year 7	\$25.40	\$54,161.27	\$649,935.20	2.4%	\$23.49	\$50,088.51	\$601,062.12	1.9%
Year 8	\$26.03	\$55,504.64	\$666,055.64	2.4%	\$23.93	\$51,026.74	\$612,320.84	1.8%
Year 9	\$26.68	\$56,890.65	\$682,687.84	2.4%	\$24.39	\$52,007.61	\$624,091.32	1.9%
Year 10	\$27.35	\$58,319.32	\$699,831.80	2.4%	\$24.85	\$52,988.48	\$635,861.80	1.9%
<b>Total Ten-Year Term</b>			<b>\$6,278,015.80</b>				<b>\$5,851,207.96</b>	

Original Ten-Year Proposal	\$6,278,015.80
Alternate Ten-Year Proposal	\$5,851,207.96
Total Savings With Alternate Proposal	<u>\$426,807.84</u>

**CONCORD DISTRICT OFFICE  
PURCHASE VS LEASE COMPARISON  
October 1, 2015**

CAPITAL EXPENSE \$ 8,623,156  
 RATE 5.0%  
 OPERATING EXPENSE RATE \$ 7.50 Per square foot  
 OPERATING EXPENSE INFLATION FACTOR 1.50% Per year  
 FACILITY SQUARE FOOTAGE 25,588 Square Feet  
 CAPITAL EXPENSE BASED ON 25,588 SQUARE FEET @ \$337/SQUARE FOOT

Lease (Full Gross Lease)  
 Annual Lease Expenses Year 1 \$ 536,836.00  
 Lease Expense Years 1 - 10 - Actual  
 Annual Lease Expense Estimated Years 11 - 20  
 (Based on escalator factor of 1.5%)

PURCHASE OPTION								LEASE OPTION	
SFY	Rate	Principal	Interest	P&I	Fiscal Year Totals	Estimated Annual Operating Expenses	Total Capital and Operating Expenses	Total Annual Lease Expense	Comparison Purchase vs. Lease
2016	5.0%	\$ 517,389	\$ 215,579	\$ 732,968					
2016	5.0%	\$ -	\$ 215,579	\$ 215,579	\$ 948,547	\$ 191,910	\$ 1,140,457	\$ 536,836	\$ 603,621
2017	5.0%	\$ 517,389	\$ 202,644	\$ 720,034	\$ -	\$ -	\$ -	\$ -	\$ -
2017	5.0%		\$ 202,644	\$ 202,644	\$ 922,678	\$ 194,789	\$ 1,117,466	\$ 547,071	\$ 570,395
2018	5.0%	\$ 517,389	\$ 189,709	\$ 707,099	\$ -	\$ -	\$ -	\$ -	\$ -
2018	5.0%		\$ 189,709	\$ 189,709	\$ 896,808	\$ 197,710	\$ 1,094,519	\$ 557,307	\$ 537,212
2019	5.0%	\$ 517,389	\$ 176,775	\$ 694,164	\$ -	\$ -	\$ -	\$ -	\$ -
2019	5.0%		\$ 176,775	\$ 176,775	\$ 870,939	\$ 200,676	\$ 1,071,615	\$ 568,054	\$ 503,561
2020	5.0%	\$ 517,389	\$ 163,840	\$ 681,229	\$ -	\$ -	\$ -	\$ -	\$ -
2020	5.0%		\$ 163,840	\$ 163,840	\$ 845,069	\$ 203,686	\$ 1,048,756	\$ 578,801	\$ 469,955
2021	5.0%	\$ 517,389	\$ 150,905	\$ 668,295	\$ -	\$ -	\$ -	\$ -	\$ -
2021	5.0%		\$ 150,905	\$ 150,905	\$ 819,200	\$ 206,742	\$ 1,025,941	\$ 589,803	\$ 436,138
2022	5.0%	\$ 517,389	\$ 137,970	\$ 655,360	\$ -	\$ -	\$ -	\$ -	\$ -
2022	5.0%		\$ 137,970	\$ 137,970	\$ 793,330	\$ 209,843	\$ 1,003,173	\$ 601,062	\$ 402,111
2023	5.0%	\$ 517,389	\$ 125,036	\$ 642,425	\$ -	\$ -	\$ -	\$ -	\$ -
2023	5.0%		\$ 125,036	\$ 125,036	\$ 767,461	\$ 212,990	\$ 980,451	\$ 612,321	\$ 368,130
2024	5.0%	\$ 517,389	\$ 112,101	\$ 629,490	\$ -	\$ -	\$ -	\$ -	\$ -
2024	5.0%		\$ 112,101	\$ 112,101	\$ 741,591	\$ 216,185	\$ 957,777	\$ 624,091	\$ 333,686
2025	5.0%	\$ 517,389	\$ 99,166	\$ 616,556	\$ -	\$ -	\$ -	\$ -	\$ -
2025	5.0%		\$ 99,166	\$ 99,166	\$ 715,722	\$ 219,428	\$ 935,150	\$ 635,862	\$ 299,288
2026	5.0%	\$ 344,926	\$ 86,232	\$ 431,158	\$ -	\$ -	\$ -	\$ -	\$ -
2026	5.0%		\$ 86,232	\$ 86,232	\$ 517,389	\$ 222,719	\$ 740,109	\$ 645,400	\$ 94,709
2027	5.0%	\$ 344,926	\$ 77,608	\$ 422,535	\$ -	\$ -	\$ -	\$ -	\$ -
2027	5.0%		\$ 77,608	\$ 77,608	\$ 500,143	\$ 226,060	\$ 726,203	\$ 655,081	\$ 71,122
2028	5.0%	\$ 344,926	\$ 68,985	\$ 413,911	\$ -	\$ -	\$ -	\$ -	\$ -
2028	5.0%		\$ 68,985	\$ 68,985	\$ 482,897	\$ 229,451	\$ 712,348	\$ 664,907	\$ 47,441
2029	5.0%	\$ 344,926	\$ 60,362	\$ 405,288	\$ -	\$ -	\$ -	\$ -	\$ -
2029	5.0%		\$ 60,362	\$ 60,362	\$ 465,650	\$ 232,893	\$ 698,543	\$ 674,881	\$ 23,663
2030	5.0%	\$ 344,926	\$ 51,739	\$ 396,665	\$ -	\$ -	\$ -	\$ -	\$ -
2030	5.0%		\$ 51,739	\$ 51,739	\$ 448,404	\$ 236,386	\$ 684,790	\$ 685,004	\$ (214)
2031	5.0%	\$ 344,926	\$ 43,116	\$ 388,042	\$ -	\$ -	\$ -	\$ -	\$ -
2031	5.0%		\$ 43,116	\$ 43,116	\$ 431,158	\$ 239,932	\$ 671,090	\$ 695,279	\$ (24,189)
2032	5.0%	\$ 344,926	\$ 34,493	\$ 379,419	\$ -	\$ -	\$ -	\$ -	\$ -
2032	5.0%		\$ 34,493	\$ 34,493	\$ 413,911	\$ 243,531	\$ 657,443	\$ 705,708	\$ (48,266)
2033	5.0%	\$ 344,926	\$ 25,869	\$ 370,796	\$ -	\$ -	\$ -	\$ -	\$ -
2033	5.0%		\$ 25,869	\$ 25,869	\$ 396,665	\$ 247,184	\$ 643,849	\$ 716,294	\$ (72,445)
2034	5.0%	\$ 344,926	\$ 17,246	\$ 362,173	\$ -	\$ -	\$ -	\$ -	\$ -
2034	5.0%		\$ 17,246	\$ 17,246	\$ 379,419	\$ 250,892	\$ 630,311	\$ 727,038	\$ (96,728)
2035	5.0%	\$ 344,926	\$ 8,623	\$ 353,549	\$ -	\$ -	\$ -	\$ -	\$ -
2035	5.0%		\$ 8,623	\$ 8,623	\$ 362,173	\$ 254,655	\$ 616,828	\$ 737,944	\$ (121,116)
Totals		\$ 8,623,156	\$ 4,095,999	\$ 12,719,155	\$ 12,719,155	\$ 4,437,663	\$ 17,156,818	\$ 12,758,744	\$ 4,398,074

Capital Expense Factor determined by Bureau Of Public Works, Design and Construction Instructions for Estimating Capital Improvement Projects as follows:

Square foot cost for Office Space	\$	270.00	\$	270.00
Site Improvement Preparation 1% to 10%		5.0%	\$	13.50
Construction Contingency and Cost Estimates (New) - \$500,000 to \$10,000,000		7.5%	\$	20.25
Consultant/Bureau of Public Works, Design & Construction Engineering Services		10.0%	\$	27.00
Total Project			\$	330.75
LEED Silver certification: Increase total project estimate by 1.5% - 3%		2.0%	\$	6.62
Capital Expense Factor \$337/Per Square Foot			\$	337

# Search Results

**Current Search Terms: Forty\* terrill\* Park\* Drive\* LLC\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

**No records found for current search.**

## Glossary

### Search

### Results

Entity

Exclusion

### Search

### Filters

By Record  
Status

By  
Functional  
Area - Entity  
Management

By  
Functional  
Area -  
Performance  
Information

SAM | System for Award Management 1.0

IBM v1.P.38.20151118-1122

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
BUREAU OF PLANNING AND MANAGEMENT  
STANDARD LEASE AGREEMENT

1. Parties to the Lease:

This indenture of Lease is made this \_\_\_\_\_ day of \_\_\_\_\_, by the following parties:

1.1 The Lessor (who is hereinafter referred to as the "Landlord") is:

Name: Forty Terrill Park Drive, LLC

(individual or corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: C/o CPManagement, Inc., Eleven Court Street

Street Address (principal place of business)

Exeter

New Hampshire

03833

(603) 778-6300

City

State

Zip

Telephone number

1.2 The Lessee (who is hereinafter referred to as the "Tenant") is: THE STATE OF NEW HAMPSHIRE,  
acting by and through its Director or Commissioner of:

Department Name: Health and Human Services

Address: 129 Pleasant Street

Street Address (official location of Tenant's business office)

Concord,

New Hampshire

03301

(603) 271-9502

City

State

Zip

Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

Location of Space to be leased: 40 Terrill Park Drive - Ground level

(street address, building name, floor on which the space is located, and unit/suite # of space)

Concord,

New Hampshire 03301

City

State

Zip

The demise of the premises consists of: approximately 25,588 square feet

(provide square footage of the leased space)

The Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. "Demise Documentation" has been provided which includes accurate floor plans depicting the Premises showing the extent of the space for the Tenants' exclusive use and all areas to be used in common with others, together with site plan showing all entrance to the Premises and all parking areas for the Tenant's use; these documents have been reviewed, accepted, agreed-to and signed by both parties and placed on file, and shall be deemed as part of the lease document.

3. Effective Date; Term; Delays; Extensions; and Conditions upon Commencement:

3.1 Effective Date: The effective dates of Agreement shall be:

Commencing on the 1<sup>st</sup> day of January, in the year 2016, and ending on the  
31<sup>st</sup> day of December, in the year 2025, unless sooner terminated  
in accordance with the Provisions hereof.

Landlord Initials: [Signature]

Date: 11/24/15



**3.2 Occupancy Term:** Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of 10 year(s) commencing on the 1st day of January, in the year 2016, unless sooner terminated in accordance with the Provisions hereof.

**3.3 Delay in Occupancy and Rental Payment Commencement:** In the event of the Effective Date of the Agreement being prior to that which is set forth for Occupancy Term in 3.2. herein, commencement of the Tenant's occupancy of the Premises and payment of rent shall be delayed until construction and/or renovation of the Premises is complete and a copy of the "Certificate of Occupancy" (if said certificate is required by the local code enforcement official having jurisdiction) for the Premises has been delivered to the Tenant; the parties hereto agree this shall be upon the date set forth in 3.2 Occupancy Term herein. Upon this date the Tenant shall commence payment of rent in conformance with the terms and conditions herein and as set forth in the Schedule of Payments included and attached hereto as "Exhibit A". Notwithstanding the foregoing, commencement of occupancy and rental payments shall be further conditioned upon all other terms and conditions set forth in the Agreement herein.

A) **"Completion" defined as "Substantial Completion":** Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by both Parties that "complete" shall mean "substantially completed". "Substantial Completion" is defined as no leasehold improvement deficiencies that would unreasonably adversely affect the Tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies unreasonably adversely affect the Tenant's business operation. Notwithstanding the foregoing, nothing shall relieve the Landlord from their responsibility to fully complete all agreed renovations set forth or attached hereto.

**3.4 Extension of Term:** The Tenant shall have the option to extend the Term for (number of options) No Additional term(s) of 0 year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

**3.5 Conditions on the Commencement and Extension of Term:**

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of any Term, and any amendment or extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

**4. Rent:**

**4.1 Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: (insert month, date and year) January 1, 2016

The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit A".

**4.2 Taxes and other Assessments:** The Landlord shall be responsible for, and pay for, all taxes and other assessment(s) applicable to the Premises.

Landlord Initials: [Signature]

Date: 11/24/15

5. **Conditional Obligation of the State:**

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant 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 Tenant 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 Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. **Utilities:** *Select one of the following standard clauses specifying the party(s) responsible for the provision of utilities indicating the applicable clause with an "x". If neither clause provides an adequate or accurate explanation provide a detailed explanation as a "Special Provision" in "Exhibit D" herein.*

- ☐ The Landlord shall furnish all utilities and the Tenant shall remit reimbursement for their provision no later than thirty (30) days after receipt of Landlord's copy of the utility invoice(s). Any exceptions to the forgoing specifying certain utilities which the Landlord will provide with no reimbursement payment from the Tenant shall be listed in the space below:

Exceptions: \_\_\_\_\_


**OR:**

- ☒ The Landlord shall at their own and sole expense furnish all utilities, the Tenant shall make no reimbursement. Any exceptions to the forgoing specifying certain utilities that the Tenant shall be responsible for arranging and making direct payment to the provider thereof shall be listed in the space below:

Exceptions: Tenant solely responsible for telephone, data and security surveillance services with direct payment to provider thereof. \_\_\_\_\_

**6.1 General Provisions:** The Landlord agrees to furnish heat, ventilation and air-conditioning to the Premises in accordance with current industry standards as set forth by the American Industrial Hygiene Association or AIHA and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHRAE during the Tenant's business hours, the indoor air temperature of the Premises shall range from 68° F to 75° F during the winter, and 69° F to 76° F in the summer; if humidity control is provided relative humidity in the Premises shall range from 30% to 60%. During the Tenant's business hours heating, ventilation and air-conditioning shall also be provided to any common hallways, stairways, elevators and lavatories which are part of the building to which the Premises are a part. The Tenant agrees that provision of heating, ventilation and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHRAE and AIHA standards, and in conformance with the provisions of Section 8 "Maintenance and Repair" herein, and in a manner sufficient to provide consistent compliance with the State of New Hampshire's Clean Indoor Air Standards" (RSA 10:B). If the premises are not equipped with an air handling system that provides centralized air-conditioning or humidity control the provisions set forth herein regarding these particular systems shall not apply.

**6.2 Sewer and Water Services:** The Landlord shall provide and maintain in good and proper working order all sewer and water services to the Premises. Provision of said services shall include payment of all charges, expenses or fees incurred with provision of said services. All sewer and water services shall be provided and maintained in conformance with all applicable regulatory laws and ordinances.

Landlord Initials: 

Date: 11/24/15

**6.3 Electrical and Lighting:** The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

**7. Use of Premises:**

The Tenant shall use the premises for the purpose of:

office space for its employees engaged in the delivery of health and human services

and for any other reasonable purposes that may arise in the course of the Tenant's business.

**8. Maintenance and Repair by the Landlord:**


**8.1 General Provisions:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises or any appurtenance thereto, which may become necessary during the Term or any extension or amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of any existent roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

**8.2 Maintenance and Repair of Broken Glass:** The Landlord shall replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.

**8.3 Recycling:** The Landlord shall cooperate with the Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

**8.4 Window Cleaning:** The Landlord shall clean both the exterior and interior surfaces of all windows in the Premises annually. Window cleaning shall be completed no later than July 1<sup>st</sup> of every year.

**8.5 Snow Plowing and Removal:** The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1<sup>st</sup> of each year.

Landlord Initials: 

Date: 10/24/15

**8.6 Parking Lot Maintenance:** Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:


- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
- B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
- C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.

**8.7 Site Maintenance:** Landlord shall maintain and provide as follows:

- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.
- D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

**8.8 Heating Ventilation and Air Conditioning (HVAC):** The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with the standards set forth by the State of New Hampshire NH "Clean Indoor Air" act (RSA 10:B) and in accordance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.

- A) **Maintenance of Air Quality Standards:** In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency, including objective analysis of the indoor air quality.
- B) Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.

Landlord Initials:   
Date: 11/21/15

- C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.

**8.9 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc:**

Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report.

**8.10 Interior finishes and surfaces:**

Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.

**8.11 Janitorial Services:** Provision of janitorial services to the Premises shall be as described below, and as specified in a schedule of services that shall be attached as "Exhibit B" hereto.

☒ Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit B hereto.

OR:

☐ Janitorial Services shall be provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit B hereto.

**8.12 Failure to Maintain, Tenant's Remedy:** If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within ten (10) calendar days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

Landlord Initials: 

Date: 11/24/15

**9. Manner of Work, Compliance with Laws and Regulations:** All new construction, renovations and/or alterations to existing buildings, hereinafter known as "work" shall conform to the following:

All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent floor plans, specifications, and schedules; which together shall be called the "Tenant's Design-Build Documents". The Tenant's finalized version of the Design-Build Documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document.

**9.1 Barrier-Free Accessibility:** No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally Barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275 C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 "Minimum Requirements" (for new construction).

**9.2 Work Clean Up:** The Landlord or Tenant, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.


**9.3 State Energy Code:** New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.

**9.4 Alterations, etc.:** The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.

**9.5 Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.

**10. New construction, Additions, Renovations or Improvements to the Premises:**

The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be provided in conformance with the provisions set forth in Section 9 herein and in conformance with the Tenant's Design-Build specifications and plans which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. It shall be the Landlord's responsibility to provide any and all necessary construction drawings and/or specifications, inclusive (if required for conformance with applicable permitting process) of provision of licensed architectural or engineering stamp(s), and abiding by all review and permitting processes required by the local code enforcement official having jurisdiction. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

Landlord Initials: 

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**10.1 Provision of Work, etc.:** Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.

A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements, or be paid in accordance with a payment schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit A "Schedule of Payments" herein and be listed as a separate section to the Schedule of Payments.

**10.2 Schedule for Completion:** All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

**10.3 Landlord's Delay in Completion; Failure to Complete, Tenant's Options:** If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or

B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or

C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or

D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.


**11. Quiet Enjoyment:** Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.

**12. Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

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13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
15. **Insurance:** During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described 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. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.
- 15.1 **Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant 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 Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.
- 16.2 **Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. 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.

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**17. Fire, Damage and Eminent Domain:** The Tenant and Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises, or the property to which they are a part, be substantially damaged by fire or other peril, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.

**17.1 Landlord's Repair:** In the event of damage to the Premises that can be repaired within ninety (90) days:

- A) No later than five (5) days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; and,
- B) The Landlord shall thereupon expeditiously, at their sole expense and in good and workmanlike manner, undertake and complete such repairs that are necessary to restore the Premises to its previous condition.
- C) The Landlord may provide alternate temporary space for the Tenant until such time that the Premises are restored to a condition that is substantially suitable for the Tenant's intended use. Alternate temporary space is subject to the acceptance of the Tenant. Should said temporary space provide less square footage and/or limited services for the Tenant's use, a proportionate abatement of the rent shall be made.

**17.2 Tenant's Remedies:** In the event the Premises cannot be repaired within ninety (90) days of said fire or other cause of damage, or the Tenant is unwilling or unable to wait for completion of said repair, the Tenant may, at its sole discretion, terminate the agreement herein effective as of the date of such fire or damage, without liability to the Landlord and without further obligation to make rental payments.

**17.3 Landlord's Right To Damages:** The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.

**18. Event of Default; Termination by the Landlord and the Tenant:**

**18.1 Event of Default; Landlord's Termination:** In the event that:

- A) **Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or
- B) **Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observation of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

**18.2 Landlord's Default: Tenant's Remedies:** In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.

**18.3 Rights Hereunder:** The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

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19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.

20. **Hazardous Substances:**

20.1 **Disclosure:** The Landlord warrants that to their knowledge and belief, the Premises are free of present or potential contamination which may impact the health or safety of the occupants; examples include but are not limited to: hazardous substances such as asbestos, lead and/or mold.

20.2 **Maintenance/Activity Compliance:** In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable statues, regulations and/or accepted protocols regarding the handling of said materials.

20.3 **Action to Remove/Remediate:** The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance. Notwithstanding the foregoing, the provisions of 20.5 herein regarding Asbestos shall prevail.


20.4 **Non-Permitted Use, Generation, Storage or Disposal:** The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Use.

20.5 **Asbestos:**

- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be preformed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

20.6 **Material Safety Data Sheets (MSDS)**

- A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.
- B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

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**21. Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.

**22. Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.

**23. Required Property Management and Contact Persons:** During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

**23.1 Property Management:** Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.

**LANDLORD'S PROPERTY MANAGEMENT CONTACT:**

Name: Charles Thibedeau

Title: Vice President

Address: 11 Court Street, Suite 100, Exeter, NH 03833 Phone (603) 778-6300

Email Address: Chuckt@CPManagement.com

**23.2 Tenant's Contact Person:** Notwithstanding the provisions of Section "22 Notice", the Tenant shall employ and/or identify a designated contact person who shall be responsible for conveying all facility concerns regarding the Premises and/or receiving all maintenance reports, testing results and general correspondence during the term. The Tenant shall provide the Landlord with the information listed below for the designated contact person.

**TENANT'S CONTACT PERSON:**

Name: Leon Smith

Title: Administrator

Address: 129 Pleasant Street, Concord, NH 03301 Phone: (603) 271-9502

Email Address: ljsmith@dhhs.state.nh.us

**24. Landlord's Relation to the State of New Hampshire:** In the performance of this Agreement the Landlord is in all respects an independent contractor, and is neither an agent nor an employee of the State of New Hampshire (the "State"). Neither the Landlord 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.

**25. Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity:**

**25.1 Compliance with Laws, etc:** In connection with the performance of the Services set forth herein, the Landlord shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Landlord, including, but not limited to, civil rights and equal opportunity laws. In addition, the Landlord shall comply with all applicable copyright laws.

A) The Tenant reserves the right to offset from any amounts otherwise payable to the Landlord 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.

**25.2 Discrimination:** During the term of this Agreement, the Landlord 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.

**25.3 Funding Source:** If this Agreement is funded in any part by monies of the United States, the Landlord shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these

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regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord'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.

**26. Personnel:**

The Landlord shall at its' own expense provide all personnel necessary to perform any and/or all services which they have agreed to provide. The Landlord 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.

**27. Bankruptcy and Insolvency:** If the Landlord's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Landlord, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Landlord shall receive actual notice thereof, or if Landlord shall be adjudicated a bankrupt, or if Landlord shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, the Tenant may terminate this lease by giving written notice thereof to the Landlord.

**28. Miscellaneous:**

**28.1 Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.

**28.2 No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

**28.3 Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.

**28.4 Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.

**28.5 Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.

**28.6 Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.

**28.7 No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.

**28.8 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.

**28.9 Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.

**28.10 Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

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

**TENANT:** The State of New Hampshire, acting through its' Department of Health and Human Services

Authorized by: (full name and title) Sheri L. Rock  
Sheri L. Rockburn, Chief Financial Officer

**LANDLORD:** (full name of corporation, LLC or individual) Forty Terrill Park Drive, LLC

Authorized by: (full name and title) Peter A. Dusseault Manager + Member  
Signature

Print: Peter A. Dusseault, Manager  
Name & Title

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: New Hampshire COUNTY OF: Rockingham

UPON THIS DATE (insert full date) November 24, 2015, appeared before

me (print full name of notary) Karen A. Walker the undersigned officer personally  
appeared (insert Landlord's signature) Peter A. Dusseault

who acknowledged him/herself to be (print officer's title, and the name of the corporation) Manager & Member  
Forty Terrill Park Drive, LLC and that as such

Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)

Karen A. Walker, NOTARY  
KAREN A. WALKER exp: 6/22/16

**APPROVALS:**

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability" have been set forth in a "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

**Approved by the Department of Justice as to form, substance and execution:**

Approval date: 12/1/15

Approving Attorney: Megan A. Yodanis

**Approved by the Governor and Executive Council:**

Approval date: \_\_\_\_\_

Signature of the Deputy Secretary of State: \_\_\_\_\_

Landlord Initials: PAO  
Date: 11/24/15

The following Exhibits shall be included as part of this lease:

**EXHIBIT A  
SCHEDULE OF PAYMENTS**

**Part I: Rental Schedule:** *Insert or attach hereto a schedule documenting all rental payments due during the initial Term and during any extensions to the Term. Specify the annual rent due per year, the resulting approximate cost per square foot, monthly rental payments due, and the total rental cost of the Term. Define and provide methodology for any variable escalation (such as Consumer Price Index escalation) clauses which may be applied towards the annual rent, setting forth the agreed maximum cost per annum and term.*

The Premises are comprised of approximately 25,588 square feet of space (as set forth in "Section 2" herein). These figures have been used to calculate the rental costs of the Premises set forth in the "Rental Schedule" below. The Tenant shall pay the monthly and annual costs set forth in the "Rental Schedule".

After the Effective Date of the Agreement forth in Section 3.1 herein the Landlord shall have until the date set forth for commencement of the "Occupancy Term" in Section 3.2 herein to complete construction of the Premises. Rental payments for the Premises shall commence upon the "Occupancy Term" and be in accordance with the "Rental Schedule" herein.

**TEN (10) YEAR RENTAL SCHEDULE**

<u>Term</u>	<u>Dates</u>	<u>Approximate Cost Per Square Foot</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>	<u>Approximate % Increase Over Previous Year</u>
Year 1	1/1/2016 – 12/31/2016	\$20.98	\$44,736.35	\$536,836.24	
Year 2	1/1/2017 – 12/31/2017	\$21.38	\$45,589.29	\$547,071.44	1.9%
Year 3	1/1/2018 – 12/31/2018	\$21.78	\$46,442.22	\$557,306.64	1.8%
Year 4	1/1/2019 – 12/31/2019	\$22.20	\$47,337.80	\$568,053.60	1.9%
Year 5	1/1/2020 – 12/31/2020	\$22.62	\$48,233.38	\$578,800.56	1.9%
Year 6	1/1/2021 – 12/31/2021	\$23.05	\$49,150.28	\$589,803.40	1.9%
Year 7	1/1/2022 – 12/31/2022	\$23.49	\$50,088.51	\$601,062.12	1.9%
Year 8	1/1/2023 – 12/31/2023	\$23.93	\$51,026.74	\$612,320.84	1.8%
Year 9	1/1/2024 – 12/31/2024	\$24.39	\$52,007.61	\$624,091.32	1.9%
Year 10	1/1/2025 - 12/31/2025	\$24.85	\$52,988.48	<u>\$635,861.80</u>	1.9%
Total ten-year term				\$5,851,207.96	

Landlord Initials: DAW

Date: 11/24/16

**Part II:** **Additional Costs:** *Disclose and specify any additional Tenant costs or payments which are not part of the "rent" set forth in "Part I" above but due and payable under the terms of the Agreement herein. Disclosure to include the dates or time frames such payments are due, and if applicable a "schedule of payments" for any installments to be paid towards the total additional payment.*


Additional Payments: Additional payments may be made to the Landlord by the Tenant as unencumbered payments under this agreement for alterations, renovations and modifications to the subject premises, up to \$1,000.00 per event, not to exceed a maximum of \$5,000.00 per year, subject to the mutual agreement of both the Landlord and the Tenant and without further approval of the Governor and Council for the duration of this lease agreement as indicated in Section 3.1 of the General Provisions.

Landlord Initials: BAW

Date: 11/24/15

**ATTACHMENT TO EXHIBIT A  
TENANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS**

<i>State Fiscal Year</i>	<i>Month</i>	<i>Square Foot Rate</i>	<i>Month</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2016	1/1/2016	\$ 20.98	\$ 44,736.35		
	2/1/2016	\$ 20.98	\$ 44,736.35		
	3/1/2016	\$ 20.98	\$ 44,736.35		
	4/1/2016	\$ 20.98	\$ 44,736.35		
	5/1/2016	\$ 20.98	\$ 44,736.35		
	6/1/2016	\$ 20.98	\$ 44,736.35		\$ 268,418.12
2017	7/1/2016	\$ 20.98	\$ 44,736.35		
	8/1/2016	\$ 20.98	\$ 44,736.35		
	9/1/2016	\$ 20.98	\$ 44,736.35		
	10/1/2016	\$ 20.98	\$ 44,736.35		
	11/1/2016	\$ 20.98	\$ 44,736.35		
	12/1/2016	\$ 20.98	\$ 44,736.35	\$ 536,836.24	
	1/1/2017	\$ 21.38	\$ 45,589.29		
	2/1/2017	\$ 21.38	\$ 45,589.29		
	3/1/2017	\$ 21.38	\$ 45,589.29		
	4/1/2017	\$ 21.38	\$ 45,589.29		
	5/1/2017	\$ 21.38	\$ 45,589.29		
	6/1/2017	\$ 21.38	\$ 45,589.29		\$ 541,953.84
2018	7/1/2017	\$ 21.38	\$ 45,589.29		
	8/1/2017	\$ 21.38	\$ 45,589.29		
	9/1/2017	\$ 21.38	\$ 45,589.29		
	10/1/2017	\$ 21.38	\$ 45,589.29		
	11/1/2017	\$ 21.38	\$ 45,589.29		
	12/1/2017	\$ 21.38	\$ 45,589.29	\$ 547,071.44	
	1/1/2018	\$ 21.78	\$ 46,442.22		
	2/1/2018	\$ 21.78	\$ 46,442.22		
	3/1/2018	\$ 21.78	\$ 46,442.22		
	4/1/2018	\$ 21.78	\$ 46,442.22		
	5/1/2018	\$ 21.78	\$ 46,442.22		
	6/1/2018	\$ 21.78	\$ 46,442.22		\$ 552,189.04
2019	7/1/2018	\$ 21.78	\$ 46,442.22		
	8/1/2018	\$ 21.78	\$ 46,442.22		
	9/1/2018	\$ 21.78	\$ 46,442.22		
	10/1/2018	\$ 21.78	\$ 46,442.22		
	11/1/2018	\$ 21.78	\$ 46,442.22		
	12/1/2018	\$ 21.78	\$ 46,442.22	\$ 557,306.64	
	1/1/2019	\$ 22.20	\$ 47,337.80		
	2/1/2019	\$ 22.20	\$ 47,337.80		
	3/1/2019	\$ 22.20	\$ 47,337.80		
	4/1/2019	\$ 22.20	\$ 47,337.80		
	5/1/2019	\$ 22.20	\$ 47,337.80		
	6/1/2019	\$ 22.20	\$ 47,337.80		\$ 562,680.12
2020	7/1/2019	\$ 22.20	\$ 47,337.80		
	8/1/2019	\$ 22.20	\$ 47,337.80		
	9/1/2019	\$ 22.20	\$ 47,337.80		
	10/1/2019	\$ 22.20	\$ 47,337.80		
	11/1/2019	\$ 22.20	\$ 47,337.80		
	12/1/2019	\$ 22.20	\$ 47,337.80	\$ 568,053.60	

Landlord Initials: 

Date: 11/24/15



2021	1/1/2020	\$	22.62	\$ 48,233.38	
	2/1/2020	\$	22.62	\$ 48,233.38	
	3/1/2020	\$	22.62	\$ 48,233.38	
	4/1/2020	\$	22.62	\$ 48,233.38	
	5/1/2020	\$	22.62	\$ 48,233.38	
	6/1/2020	\$	22.62	\$ 48,233.38	\$ 573,427.08
	7/1/2020	\$	22.62	\$ 48,233.38	
	8/1/2020	\$	22.62	\$ 48,233.38	
	9/1/2020	\$	22.62	\$ 48,233.38	
	10/1/2020	\$	22.62	\$ 48,233.38	
	11/1/2020	\$	22.62	\$ 48,233.38	
	12/1/2020	\$	22.62	\$ 48,233.38	\$ 578,800.56
2022	1/1/2021	\$	23.05	\$ 49,150.28	
	2/1/2021	\$	23.05	\$ 49,150.28	
	3/1/2021	\$	23.05	\$ 49,150.28	
	4/1/2021	\$	23.05	\$ 49,150.28	
	5/1/2021	\$	23.05	\$ 49,150.28	
	6/1/2021	\$	23.05	\$ 49,150.28	\$ 584,301.98
	7/1/2021	\$	23.05	\$ 49,150.28	
	8/1/2021	\$	23.05	\$ 49,150.28	
	9/1/2021	\$	23.05	\$ 49,150.28	
	10/1/2021	\$	23.05	\$ 49,150.28	
	11/1/2021	\$	23.05	\$ 49,150.28	
	12/1/2021	\$	23.05	\$ 49,150.28	\$ 589,803.40
2023	1/1/2022	\$	23.49	\$ 50,088.51	
	2/1/2022	\$	23.49	\$ 50,088.51	
	3/1/2022	\$	23.49	\$ 50,088.51	
	4/1/2022	\$	23.49	\$ 50,088.51	
	5/1/2022	\$	23.49	\$ 50,088.51	
	6/1/2022	\$	23.49	\$ 50,088.51	\$ 595,432.76
	7/1/2022	\$	23.49	\$ 50,088.51	
	8/1/2022	\$	23.49	\$ 50,088.51	
	9/1/2022	\$	23.49	\$ 50,088.51	
	10/1/2022	\$	23.49	\$ 50,088.51	
	11/1/2022	\$	23.49	\$ 50,088.51	
	12/1/2022	\$	23.49	\$ 50,088.51	\$ 601,062.12
2024	1/1/2023	\$	23.93	\$ 51,026.74	
	2/1/2023	\$	23.93	\$ 51,026.74	
	3/1/2023	\$	23.93	\$ 51,026.74	
	4/1/2023	\$	23.93	\$ 51,026.74	
	5/1/2023	\$	23.93	\$ 51,026.74	
	6/1/2023	\$	23.93	\$ 51,026.74	\$ 606,691.48
	7/1/2023	\$	23.93	\$ 51,026.74	
	8/1/2023	\$	23.93	\$ 51,026.74	
	9/1/2023	\$	23.93	\$ 51,026.74	
	10/1/2023	\$	23.93	\$ 51,026.74	
	11/1/2023	\$	23.93	\$ 51,026.74	
	12/1/2023	\$	23.93	\$ 51,026.74	\$ 612,320.84
	1/1/2024	\$	24.39	\$ 52,007.61	
	2/1/2024	\$	24.39	\$ 52,007.61	
	3/1/2024	\$	24.39	\$ 52,007.61	
	4/1/2024	\$	24.39	\$ 52,007.61	
	5/1/2024	\$	24.39	\$ 52,007.61	

Landlord Initials: 

Date: 11/24/15


2025	6/1/2024	\$	24.39	\$ 52,007.61		\$ 618,206.08
	7/1/2024	\$	24.39	\$ 52,007.61		
	8/1/2024	\$	24.39	\$ 52,007.61		
	9/1/2024	\$	24.39	\$ 52,007.61		
	10/1/2024	\$	24.39	\$ 52,007.61		
	11/1/2024	\$	24.39	\$ 52,007.61		
	12/1/2024	\$	24.39	\$ 52,007.61	\$ 624,091.32	
	1/1/2025	\$	24.85	\$ 52,988.48		
	2/1/2025	\$	24.85	\$ 52,988.48		
	3/1/2025	\$	24.85	\$ 52,988.48		
	4/1/2025	\$	24.85	\$ 52,988.48		
	5/1/2025	\$	24.85	\$ 52,988.48		
2026	6/1/2025	\$	24.85	\$ 52,988.48		\$ 629,976.56
	7/1/2025	\$	24.85	\$ 52,988.48		
	8/1/2025	\$	24.85	\$ 52,988.48		
	9/1/2025	\$	24.85	\$ 52,988.48		
	10/1/2025	\$	24.85	\$ 52,988.48		
	11/1/2025	\$	24.85	\$ 52,988.48		
	12/1/2025	\$	24.85	\$ 52,988.48	\$ 635,861.80	\$ 317,930.90
					\$ 5,851,207.96	\$ 5,851,207.96
Total Rent						

Landlord Initials: PPD  
Date: 6/24/15

## EXHIBIT B

**JANITORIAL SERVICES:** *specify which party shall be responsible for provision of janitorial services to the Premises (and/or portions of the Premises) during the Term. Specify what those services shall include, and how often they shall be provided. Provide any additional information required for clarification of duties and scheduling.*

Janitorial services to be provided by Landlord as described in the "Statement of Work for Janitorial Services" and "Frequencies of Janitorial Services" descriptions provided within this Section. All janitorial services shall be provided by the Landlord as described at no additional cost to the Tenant, the cost shall be included in the "rent" set forth in "Exhibit A" herein.


Landlord Initials: 

Date: 11/24/15

## EXHIBIT B

### STATEMENT OF WORK FOR JANITORIAL SERVICES

- 1-01. SCOPE: These specifications provide for accomplishing custodial services in a professional and workmanlike manner, in strict and complete compliance with these specifications and subject to the terms and conditions of this contract.
- 1-02. DESCRIPTION OF WORK: The work to be accomplished under this specification consists of performing all custodial services as hereinafter specified in the attachments hereto.
- 1-03. HOURS OF SERVICE: All work is to be performed after regular business hours. Work shall commence nightly, Monday through Friday at 6:00 pm.
- 1-04. DEFINITIONS OF SERVICES:
- A. Sweeping - Includes brush or mop sweeping compound if required, or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors or base trim.
  - B. Damp-Mopping - Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water and detergent, if required, using as small amount of water as possible.
  - C. Buffing - Includes buffing with tampico brush and periodic buffing with cylindrical floor machine using fine steel wool cylinder to remove traffic marks, heavy soil, etc.
  - D. Floor Scrubbing - Cleaning of floors by use of deck brush, cylindrical or disc type machine, or automatic machine scrubber and detergent solution using as small amount of water as possible, followed by plain water rinse and pick-up. This scrubbing will be followed by the application of one coat of wax or finish and buffing.
  - E. Floor-Dry-Cleaning - Cleaning to remove marks, imbedded dirt and debris by buffing with steel wool disc or drum on machine having vacuum soil pick-up.
  - F. Floor Stripping - Removal or stripping of all wax or floor finish down to the flooring material, using compound especially prepared for this purpose, with brush or steel wool agitation as required, followed by rinsing with plain water to remove all wax or finish, solution, dirt and film.
  - G. Primary Floor Finishing - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above, with thorough buffing after each coat. Wax and floor finish may not be used one after the other unless floor stripping (see para F. above) is first accomplished.
  - H. Touch-Up of Floor Surfaces - Application of wax or finish in heavy traffic areas between primary floor finishing. This includes thorough damp-mop cleaning of entire area prior to application of wax or floor finish, and buffing entire area after application of wax or finish.
  - I. High Dusting - Removal of dust from walls, ceilings, and other structural components; equipment and fixtures above six-foot reach from floor, with hand dusters or vacuum cleaner.

Landlord Initials: 

Date: 11/24/15

- J. Resilient Floor Coverings - Includes linoleum - plastic asphalt, rubber and cork.
- K. Vacuum Carpets (spot clean) - Vacuum all carpeted common areas, heavy traffic areas and entranceways.
- L. Vacuum Carpets - Vacuum all carpeted surfaces, inclusive of all offices and workstations.
- M. Carpet Shampooing and Cleaning - Two acceptable methods:
  - a. Hot Water Extraction: A truck-mounted hot water, approximately 180° at the wand, (or steam) extraction system to be used. Prior to carpet shampooing, general vacuuming will be provided to remove all particulates. In heavily soiled areas, a pre-treatment of an aggressive alkaline-based solution will be used to assist to break the bond between ground-in particulate and contaminants from the carpet fiber. In extremely soiled areas, a pile lifter will also be required. Rinsing/extracting will be accomplished with a very mild acidic solution or Ph neutral water rinse cleaner, to remove soil and the detergent residue from past cleanings. A high production unit, consisting of a cleaning wand with a motorized power brush, will be used.

The process utilized to be according to recommendations by the carpet manufacturer and the Institute of Inspection Cleaning Restoration Certification (IICRC), a trade organization.


- b. Bonnet Cleaning: Thoroughly vacuum all carpeted areas to remove all surface particles prior to performance of cleaning. Mist/spray cleaning product onto carpet, utilize bonnet (rotary buffer with absorbent pads) carpet cleaner machine to remove soil particles and change cleaning pads once they become dirty.

1-05. SUPPLIES AND EQUIPMENT: The LANDLORD will furnish all supplies and equipment for accomplishment of all work. LANDLORD's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power and shall have low noise level of operations. Equipment considered to be improper or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment. All equipment shall be stored on site.

A. Major Items of Supplies:

Detergent, General Purpose  
Soap, toilet (Floating White)  
Soap, toilet, powder - Plain and with Borax  
Sweeping Compound  
Polish - Metal  
Wax, Floor, Water Emulsion - or TENANT approved substitute  
Liquid floor finish - an acrylic resin floor finish acceptable as an alternate to water.  
Waste Container Liners (plastic)  
Remover, Water Emulsion Type Floor Wax

- B. Material and Supplies - The LANDLORD shall furnish all materials and supplies required.

Landlord Initials. 

Date: 11/24/15

C. Supplies Used - Unless otherwise specified, supplies shall be of the highest quality and most suitable type or grade for the respective work under contract. Any item with potentially flammable or otherwise harmful qualities shall not be used.

D. Personal Protection Equipment (PPE) - LANDLORD shall be responsible to provide, instruct and replace/upgrade as necessary, any and all PPE, as required or recommended by OSHA 1910.132 or other such regulation, for all of their employees.

1-06. STORAGE - The Tenant will not be responsible in any way for damage to the LANDLORD's stored supplies, materials or equipment kept throughout the buildings in janitor's closets; or the LANDLORD's employees' personal belongings brought into the building; occasioned by fire, theft, accident or otherwise.

1-07. LANDLORD QUALIFICATIONS:

A. Employees: The LANDLORD shall employ only personnel skilled in janitorial work. Because of possible contact with classified equipment or papers, no person shall be employed whose loyalty to the United States is questionable. The LANDLORD assumes total responsibility of their employees, subcontractors, agents and invitees.

1-08. SUPERINTENDENCE BY LANDLORD: The LANDLORD shall at all times during hours specified for service, provide an on-site working janitorial supervisor who can efficiently and effectively communicate, in written and verbal forms, with both the Tenant and to their subordinate janitorial staff. Supervisor to provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with information as to how and where he/she or his/her representative can be contacted during the regular business hours (8:00 a.m. to 5:00 p.m.). Once a month the LANDLORD's agent will contact the Department's Manager of Administration to go over any problems and/or suggestions.

1-09. INSPECTION:

Daily inspection of all the LANDLORD's work will be made by the Department's Manager of Administration or his/her representative. The representative has authority to point out to the LANDLORD, incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the contract. In addition, the on-site facility contact shall maintain a "Jani Log" to note any deficiencies and/or special needs. LANDLORD is responsible to check this log daily, attend to requests and initial when complete.

1-10. STANDARDS: The following standards shall be used in evaluation of custodial services:

A. Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

B. Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without streaks, dust, film, odor or stains.

C. Sweeping - A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.

D. Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.

Landlord Initials: BTD

Date: 11/24/15

E. Damp Mopping - A satisfactorily damp-mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.

F. Metal Cleaning - All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

G. Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

H. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

I. Light-Fixture Cleaning - Light fixtures are clean when all components, including bulbs, tubes, lenses and diffusers are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.

J. Wall Cleaning - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks, painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits.

K. Buffing of Floor Surfaces - All waxed and/or acrylic finished areas will be buffed sufficiently for maximum gloss, as to provide the removal of surface dirt and yield a uniform appearance.

1-11. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:

A. Cleaning Rest Rooms - This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, group wash fountains, dispensers, baby changing stations; spot cleaning wainscot, doors, stall partitions and all laminate counters as required; and filling all paper, soap and feminine napkin dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. All stains or spots shall be removed from ceramic tile, wainscot and stall partitions using a damp cloth, with detergent and chlorine bleach. Floors shall be dry swept and damp mopped. Shower walls shall be wiped dry and the floor cleaned.

B. Cleaning Sinks and Drinking Fountains - All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

C. Sweeping - All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.

D. Damp Mopping Floors - Damp mop all resilient floors, quarry tile and concrete floors. All resilient floors shall be buffed. Note: Resilient floors may be dry cleaned provided

Landlord Initials: 

Date: 11/24/15

satisfactory results are demonstrated by the LANDLORD. Damp mopped resilient floors shall be buffed with appropriate brushes.

E. Scrubbing - Scrub all resilient floors, ceramic tile and smooth concrete floors. Resilient floors that have been scrubbed shall be waxed and buffed as specified.

F. Prime Waxing - Primary wax resilient flooring wax shall be applied as recommended by the manufacturer of the product furnished. Primary waxing shall follow immediately the operation of wax removal or stripping and scrubbing.

G. Stripping and Wax Removal - Wax removal shall be accomplished on all resilient floors. All dirt, stain, old wax and debris shall be completely removed down to the original flooring material. When floors are completely clean and dry, apply two coats of wax and buff each coat.

H. Buffing - Touch up wax and/or finish and buff after damp mopping all resilient flooring in entrances, lobbies and corridors.

I. Glass Cleaning - Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent rim shall be wiped clean with a damp cloth. Scouring powder or ammonia shall not be used. Doors and windows shall be washed on both sides.

J. Cleaning Interior Walls and Ceilings - When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim, except acoustical material. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.

K. Cleaning Wainscot and Laminate Counter Tops - Clean all tile or impervious finish wainscot, laminate counter tops, toilet stall partitions and doors. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.

L. Cleaning Doors and Trim: Clean doors and adjacent trim not otherwise cleaned.

M. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.

N. Empty Waste Receptacles - Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose by Landlord.

O. Washing Waste Receptacles - Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of steam or cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, stains, dirt streaks and odor.

Landlord Initials:   
Date: 11/27/15



P. Clean Light Fixtures - Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.

Q. Mat Cleaning - Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.

R. Metal Cleaning and Polishing - All door and rest room hardware shall be polished using approved polishing compound.

S. Dust and Wash Vertical/Horizontal - Vertical/Horizontal blinds shall be dusted with soft cloths, dusters, brushes manufactured for this purpose, or vacuumed. Blinds to be washed shall be removed from the windows and thoroughly washed, rinsed and dried before reinstalling at proper windows.

T. Turning off Lights - Janitorial staff shall be responsible to turn off interior lights after the conclusion of their nightly operations.

1-12. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building or dumped in the on site disposal facility. LANDLORD shall be responsible to legally dispose of any and all hazardous or flammable materials as required by law. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.

1-13. LOST, FOUND OR MISSING ARTICLES: All unclaimed articles found in or about the work areas by the LANDLORD will be turned in immediately to the Tenant's District Office Manager of Operations located at this facility.

1-14. SNOW AND ICE REMOVAL: To be provided in conformance with Section 8.5 of the Agreement herein.

1-15. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, baby changing station bed liners, anti-bacterial soap and sanitary napkins.

1-16. RECYCLING: The Landlord shall provide recycling collection, documentation, and repository services in accordance with the provisions of Exhibit D Part IV "Recycling" of the Agreement herein.

Landlord Initials: BAF  
Date: 11/24/15

**Exhibit B Continued:  
FREQUENCIES OF JANITORIAL SERVICES**

SERVICE	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMIANNUALLY	ANNUALLY
<b>Floors (Resilient)</b>						
Sweep/Dust Mop	X					
Damp Mop	X					
Damp Mop Entrances	X					
Buff			X			
Strip and rewax main corridors and public areas				X		
Scrub and apply one coat of wax			X			
<b>Walls</b>						
Clean						X
Spot clean (as required)						
Dust (include piping ducts, etc.)				X		
<b>Woodwork and Doors</b>						
Clean						X
Spot clean walls, doors, trim, folding doors, etc. as required						
Dust		X				
<b>Light Fixtures</b>						
Dust			X			
Damp Wipe				X		
<b>Diffusers: Damp Clean</b>					X	
<b>Drinking Fountains</b>						
Clean	X					
Dust horizontal surfaces of all fixtures, ledges, woodwork, doors, etc.			X			
<b>Waste Receptacles</b>						
Empty waste Receptacles	X					
Wash waste Receptacles			X			
<b>Mat Cleaning</b>	X					
<b>Exterior Doors</b>						
Class Cleaning, Other		X				
<b>Metal Cleaning and Polishing (as required)</b>						
<b>High Dusting</b>				X		
<b>Toilets</b>						
Clean Water Closets	X					
Clean Urinals	X					
Clean Wash Basins	X					
Dispensers, fill and clean	X					
Mirrors	X					
Mop floors with disinfectant	X					
<b>Vacuum Carpets (spot clean)</b>	X					
<b>Vacuum Carpets</b>		X				
<b>Window Cleaning – Interior and Exterior</b>						X
Removal and replacement of window screens as necessary						
<b>Skylight clean (if applicable)</b>				X		
<b>Window covering</b>						
Clean and re-hang					X	
<b>Carpet Cleaning</b>				X		
*Hot Water Extraction Method						X
Bonnet Cleaning Method				X		
<b>Recycling</b>		X				

\* Hot Water Extraction at 12 months replaces quarterly Bonnet Cleaning

Landlord Initials: BB  
Date: 11/24/15

## EXHIBIT C

### Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements and Recycling

**Part I** Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference. *Specify in text and/or illustrate the manner in which all renovations recommended by the AB Committee will be provided at the Premises. Define which party, the Landlord or Tenant, shall be responsible for providing and funding said renovations and the time frame allowed for completion.*

1. As set forth in the agreement herein all work provided to the Premises during renovations described in Part III herein shall conform to all applicable codes including but not limited to those pertaining to architecturally barrier-free accessibility. Such renovations shall also include any improvements specifically requested by the State of New Hampshire's Architectural Barrier-Free Design (AB) Committee in their "letter of recommendation" which shall be attached herein.
2. Throughout the Term the Tenant shall assure the paths of travel required for barrier-free accessibility from the parking lot into public and staff entrances remain free of any obstacles such as cigarette disposal units, trash cans, planters, etc.
3. Upon inception of the Term, the Tenant shall provide and install minimum two (2) assistive listening devices in an open area at the client services reception desk. All Staff will be trained/advised on location of these devices and their use, and extra batteries will be kept with each device. Additionally, code conforming signage advising clients that these devices are available will be provided and installed at the client reception area windows.

**Part II** Certification from the State of New Hampshire Department of Environmental Services ("Environmental Services") stating the Premises comply with the requirements of State of New Hampshire RSA 10:B "Clean Indoor Air in State Buildings" ("clean air") as defined by Chapter Env-A 2200 has either been obtained and a copy of said certification attached herein, or shall be obtained in accordance with the following:

No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in conformance with requirements set forth in Chapter Env-A 2200 in accordance with the requirements of the Agreement herein. *Specify which party – the Landlord or the Tenant- shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the requirements of Chapter Env-A 2200, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity, the time frame to be allowed for providing remedy, and which party shall bear the cost of re-testing and repair required until such time a "certification of compliance" is issued.*

Not later than thirty (30) days after the inception of the term the Landlord (at their sole expense) shall hire technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" testing in accordance with certain requirements set forth in "Environmental Services" Administrative Rules Chapter Env – A2200. In accordance with these rules the landlord may conduct testing limited to the "renewal" criteria set forth in Env-A2200. At the same time, the Landlord shall also have all areas of the Premises tested for the presence of lead. No more than five (5) days of receipt of the air quality and lead tests results the Landlord shall submit a copy to the Tenant, and a notarized copy to NHDES, the copy addressed to NHDES shall be delivered to: "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095. In the instance of testing results

Landlord Initials RM  
Date: 11/24/15


showing deficiency in any criterion, the Landlord shall consult with the State of New Hampshire and the accredited consultant that performed the testing to gain their recommendation of "best practice" for provision of remedy, and thereafter implement provision of such remedy through repair/alteration to the Premises. Any and all required repairs or alterations determined to be necessary under this provision shall be completed within a reasonable time frame, in no instance exceeding thirty (30) days after report of the deficiency. After the completion of all repairs the Landlord shall provide air-quality testing for the previously deficient area to prove remedy has been provided, the results shall be sent to the Tenant as proof of conformance. The Landlord shall be obligated to comply with the forgoing protocol until such time the Premises conforms to Environmental Services "ENV-A2200" standards.

**Part III Improvements, Renovations or New Construction ("work"):** In the event that the Agreement herein includes provisions for such "work" to be provided, the Tenant's finalized version of Design-Build floor plans, specifications and any supplemental defining documents depicting all "work" shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. The Tenant and the Landlord shall both retain copies of these documents. Tenant shall provide complete copies to the State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

1. No later than the date set forth in "3.2 Occupancy Term" herein, the Landlord shall, at the sole expense of the Landlord, substantially complete provision of all required construction and improvements to the Premises delivering it in "turn-key" condition to the Tenant. Scope of improvements shall be as defined in the following documents attached hereto:
  - a. Tenant Design-Build Intent Improvement Specifications for the Premises located at: 40 Terrill Park Drive, Concord, NH and;
  - b. DHHS Tenant Design-Build Intent Plan SK-1 40 Terrill Park Dr Concord
  - c. DHHS Tenant Demise Plan SK-2 40 Terrill Park Dr
  - d. DHHS Tenant Flooring Replacement Plan FL-1 40 Terrill Park Dr Concord
  - e. DHHS Tenant Wall Painting Plan PT-1 40 Terrill Park Dr Concord
  - f. DHHS Tenant Parking Diagram S-1 40 Terrill Park Dr Concord
2. The Landlord's minimum obligation regarding provision and fit up of the Premises shall include but not be limited to provision of the level of quality, type of space, configuration, specifications and finishes set forth in the documents listed above, including provision of an interior layout conforming to that which is shown in the Tenant's plans. Notwithstanding the foregoing the Tenant shall allow for reasonable variations if needed in order to accommodate structural and/or mechanical requirements.

**Part IV Recycling:** The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled "Recycling" which shall be made part of the Agreement by reference.

1. The Landlord, or the Landlord's Janitorial provider (Provider), shall recycle all waste products for which markets are available. The following products shall be included: mixed paper, including boxboard, corrugated cardboard, shredded paper and containers (plastic, tin, cans, bottles and glass).
2. The Tenant shall place all items intended for recycling in collection bins, which shall be provided and properly labeled by the Tenant. These bins shall be provided in no less than four (4) locations throughout the Premises. The Provider shall remove the items intended for recycling from the Tenant's collection bins, bag and document the recycling, and conveying and depositing it at a recycling center.

Landlord Initials: 

Date: 11/6/15

3. The Provider shall document the volume and estimated average weight of items collected for recycling in the following manner:
- a. Once (one time) per week the Provider shall gather waste products for recycling from the Premises, these items shall be properly sorted and deposited into garbage bags;
  - b. Upon inception of services the Provider shall weigh "sample" bags of each sorted commodity and document the approximate average weight of full or partially full bags per each commodity.
  - c. Upon each collection the Provider shall document via notation ("tick marks on a clipboard will suffice) the number of bags collected per commodity and whether the bags are full or partially full.
  - d. At the end of each month the Provider shall tally the number of bags per commodity, which were either full or partially full, multiply that sum by the average weight of such bags, thereby establishing a volume tally.
    - i. On a Quarterly basis the Provider shall send the results of these monthly volume tallies to the Tenant's "Contact Person" (listed in section 23.2 herein) in order to provide conformance with State of New Hampshire recycling reporting requirements.


Landlord Initials: PA  
Date: 11/24/15

**EXHIBIT D  
SPECIAL PROVISIONS**

The parties' agreements concerning modifications or additions to the foregoing standard provisions of this lease shall be as set forth below or attached hereto and incorporated by reference:

**SPECIAL PROVISIONS OF THE LEASE:**

- A. "Design-Build Intent Floor Plan" defined as "Design-Build Floor Plan": For the purposes of the Agreement herein It is understood and agreed by all Parties that the document titled "Design-Build Intent floor plan" shall have the same meaning as and shall therefore be binding as the "Design-Build Floor Plan".
- B. "Tenant Design-Build Intent Specification" defined as "Tenant Design-Build Improvement Specification": For the purposes of the Agreement herein It is understood and agreed by all Parties that the document titled "Tenant Design-Build Intent Specification" shall have the same meaning as and shall therefore be binding as the "Tenant Design-Build Improvement Specifications".
- C. Federal Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions: The "List of Parties Excluded From Federal Procurement or Non-procurement Programs" was reviewed and the Landlord was not on the list (see the attached search results). Should Landlord, during the term of this lease agreement, be disbarred, suspended or proposed for debarment, Tenant may continue the lease in existence at the time the Landlord was debarred, suspended, or proposed for debarment unless the Tenant directs otherwise. Should Landlord be debarred, suspended, or proposed for debarment, unless the Tenant makes a written determination of the compelling reasons for doing so, Tenant shall not exercise options, or otherwise extend the duration of the current lease agreement.
- D. Public Disclosure: RSA 91-A obligates disclosure of contracts (which includes operating leases) resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal and entering into the Agreement herein the Landlord acknowledges and agrees that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), the lease agreement herein will be made accessible to the public online via the State's website without any redaction whatsoever.

Landlord Initials: 

Date: 11/24/15



FORTTER-01

BMERRITT

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2015

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).

<b>PRODUCER</b> Knapton Reade & Woods Agency, Inc. 22 School Street Hillsboro, NH 03244	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (603) 464-3422 E-MAIL: ADDRESS:		<b>FAX</b> (A/C, No): (603) 464-4066
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: MMG Insurance Company		<b>NAIC #</b> 15997
<b>INSURED</b>  Forty Terrill Park, LLC c/o CPManagement, Inc. 11 Court Street, Suite 100 Exeter, NH 03833	INSURER B:		
	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP20610875	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE			KU20610875	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: 40 Terrill Park Drive, Concord, NH

10 days notice of cancellation for non payment

## CERTIFICATE HOLDER

## CANCELLATION

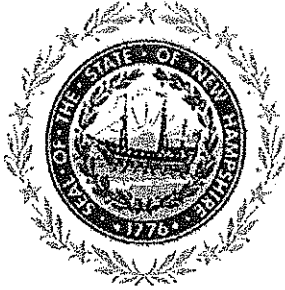
State of New Hampshire,  
Dept. of Health & Human Services  
Attn: Leon Smith, Administrator  
129 Pleasant Street  
Concord, NH 03301-3857

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

*Elizabeth Merritt*

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**New Hampshire  
Governor's Commission on Disability**

**"Removing Barriers to Equality"**



Margaret Wood Hassan, Governor  
Paul Van Blarigan, Chair  
Charles J. Saia, Executive Director

To: Mr. David Clapp, Director of Facilities  
Department of Health and Human Services

Date: October 20, 2015

Re: **LETTER OF OPINION,**  
**Pursuant to the New Hampshire Code of Administrative Rules, ADM 610.16(e) (3)**

**Lessee:** Department of Health and Human Services, Concord District Office  
**Location:** 40 Terrill Park Drive, Concord NH 03301


**Lessor:** CP Management, Inc. 11 Court St, Exeter NH 03833

**Term:** Renewal Lease, Ten (10) year term.  
Commencement: January 1, 2016. Expiration: December 31, 2026.

In accordance with the New Hampshire Code of Administrative Rules, codified in Adm. 610.16(e)(3), The Governor's Commission on Disability's (GCD) Architectural Barrier Free-Design Committee (ABFDC) has opined that the location referenced above and referred to herein, meets or will meet barrier free requirements, subject to the conditions listed below. The subject lease was reviewed during the ABFDC's October 20, 2015 meeting.

This Letter of Opinion, pursuant to ADM 610.16(e) (3); The Administrative Rules of the Department of Administrative Services; is issued with the following conditions referenced in EXHIBIT A, and is subject to the limitations stated herein.


Upon completion, all renovations specified in the Lease Agreement and supportive Design-Build Specifications and drawings, must comply with the provisions set forth in this letter and with the applicable New Hampshire Code for Barrier Free Design. Although no comment or opinion is expressed regarding the New Hampshire State Building Code and the New Hampshire State Fire Code, and/or any other code; it is highly recommended, when applicable, relevant documentation be submitted to the local or State authority having jurisdiction, for any necessary approvals.

LL:   
11/2/15



#### EXHIBIT A - CONDITIONS:

1. Front/Visitor parking lot transitions from concrete to asphalt include large gaps and rough surfaces, and sections of concrete at transitions. These areas shall be filled in and smooth. Repair will be completed by June 30, 2016, with proof of completion submitted to the Governor's Commission on Disability by June 30, 2016.
2. Sidewalk slabs include large gaps and rough surfaces, these areas shall be filled in and smooth. Repair will be completed by June 30, 2016, with proof of completion submitted to the Governor's Commission on Disability by June 30, 2016.
3. Accessible parking at front/visitor lot contains one non-conforming accessible parking space and one non-conforming access aisle. This area needs to be restriped to bring the spaces into compliance. Repair will be completed by June 30, 2016, with proof of completion submitted to the Governor's Commission on Disability by June 30, 2016.
4. Accessible parking spaces on the left side of the front/visitor entrance are confirmed as usable for State Clientele. "Not For State Use" signage will be relocated from State parking space to other tenant space. Repair will be completed by June 30, 2016, with proof of completion submitted to the Governor's Commission on Disability by June 30, 2016.
5. Side parking lot accessible parking spaces are non-conforming. Remove accessible striping and signage. Maintain accessible parking location signage on building, near side entrance. Repair will be completed by June 30, 2016, with proof of completion submitted to the Governor's Commission on Disability by June 30, 2016.
6. Automatic doors at main entrance are out of sequence. Doors to be synchronized to open both doors when accessible push pad is activated. Repair to be completed and proof of repair to be submitted to the Governor's Commission on Disability by November 21, 2015.
7. Main entrance cigarette disposal unit located in path of travel. Cigarette disposal unit to be relocated to an area outside of the path of travel. Relocation to be completed and proof to be submitted to the Governor's Commission on Disability by November 21, 2015.
8. Two or more assistive listening devices will be placed in an open area at the reception desk. All staff will be trained on location and use. Extra batteries will be kept with each device. New, NH Code for Barrier Free Design compliant signage will be placed at reception window. Plan for staff education methods, and staff completion will be submitted to the Governor's Commission on Disability prior to initiation. Condition to be completed and proof to be submitted to the Governor's Commission on Disability by November 21, 2015.
9. Reception area public bathroom toilet is non-conforming at 16" high. Toilet will be replaced with NH Code for Barrier free Design compliant toilet. Condition will be completed and proof to be submitted to the Governor's Commission on Disability by November 21, 2015.
10. Accessible parking signage at the front/visitor parking lot is non-compliant. All applicable signage will be adjusted so that it measures 60" from the ground to the bottom of the sign. Condition will be completed and proof to be submitted to the Governor's Commission on Disability by November 21, 2015.


LL:   
11/2/15

11. Exterior staircase at side/staff parking lot is non-compliant and made of wood beams and filled with wood chips. New staircase will be constructed, including bilateral handrails, according to NH Code for Barrier free Design requirements. Plans will be submitted to Governor's Commission on Disability prior to new construction. Repair will be completed by June 30, 2016, with proof of completion submitted to the Governor's Commission on Disability by June 30, 2016.
12. Exterior side/staff entrance, staircase handrails are nonconforming. New staircase will be constructed according to NH Code for Barrier Free Design requirements Plans will be submitted to Governor's Commission on Disability prior to new construction. Repair will be completed by June 30, 2016, with proof of completion submitted to the Governor's Commission on Disability by June 30, 2016.
13. Staff lounge sink is 35.5" high, maximum height is 34". Should a complaint be filed in reference to the height of the sink, DHHS will notify the Governor's Commission on Disability within 10 business days, and sink area will be brought into code compliance within 30 days of notification. Proof of completion will be submitted to the Governor's Commission on Disability at that time.
14. If lessee is unable to comply with the proof of completion dates noted in Exhibit A, Condition numbers 1, 2, 3, 4, 5, 11, and 12; notice will be provided by the lessee to the GCD by May 2016.

A representative for the Lessee or a designee of the Lessee must provide to the Governor's Commission on Disability proof of completion via photographs and/or paid invoices for the items listed above, and shall certify to the Governor's Commission on Disability that the conditions outlined herein and as set forth in the Lease Agreement and related attachments have been satisfied.

This recommendation is based upon the Accessibility Specialist's performance of a site visit of premises and this Letter of Opinion is based upon the assurance of the lessee's ADA Coordinator for completion within. The GCD and/or the ABFDC are not able to survey all state leased properties for compliance with the New Hampshire Code for Barrier Free Design or for compliance with the conditions stated in this Letter of Opinion. However, as a safeguard for the State of New Hampshire, for the citizens of New Hampshire, and to assure access for persons with disabilities; random surveys may be performed on an as needed basis for compliance regarding accessibility.

Respectfully submitted by the **Architectural Barrier-Free Design Committee** on this day of Tuesday, October 20, 2015.


*Mariellen MacKay* 

Mariellen MacKay, Acting Chair as designated by Executive Director due to Acting Chair, Mark Weir's absence.

Architectural Barrier Free Design Committee

Cc:

Charles J. Saia, Esq., Executive Director  
Governor's Commission on Disability

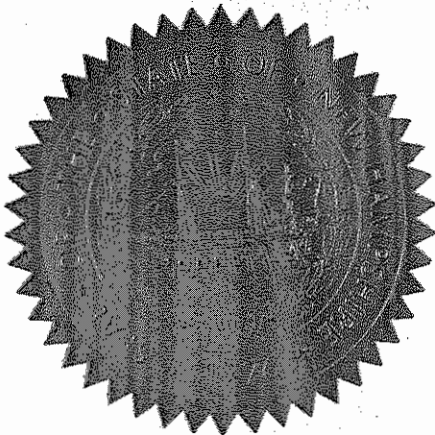
LL:   
11/2/15

# State of New Hampshire

## Department of State

### CERTIFICATE

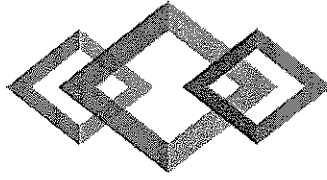
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FORTY TERRILL PARK DRIVE LLC is a New Hampshire limited liability company formed on November 28, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has 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 16<sup>th</sup> day of October, A.D. 2015

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

William M. Gardner  
Secretary of State



cpmanagement

## FORTY TERRILL PARK DRIVE LLC

c/o CPManagement, Inc.  
11 Court Street, Suite 100  
Exeter, NH 03833

Phone: 603.778.6300  
E-Mail: ChuckT@CPManagement.com

---

### CERTIFICATE OF AUTHORITY

The undersigned, both being Members of Forty Terrill Park Drive LLC (the "Company"), hereby states that Peter A. Dusseault is authorized to enter into a contract with the State of New Hampshire on behalf of the Company.

Dated this 24<sup>th</sup> day of November 2015.

Witness

By: Peter A. Dusseault  
Registered Agent

Witness

By: Peter A. Dusseault  
Manager & Member

Witness

By: Barbara R. Dusseault  
Member

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: March 9, 2015

Forty Terrill Park Drive, LLC  
Company Name: C/O CPManagement, Inc

Address:

11 Court Street, Suite 100  
Exeter, NH 03833

In accordance with RSA 21-I:11-c, the undersigned person certifies that neither the party offering the proposal nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- (1) Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- (2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- (3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- (4) Is currently debarred from performing work on any project of the federal government or the government of any state;
- (5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- (6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- (7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- (8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- (9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- (10) Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Person offering the proposal has read and fully understands this form.

Authorized Signor's Name Printed PETER A. DUSSEAU

Authorized Signor's Signature *Peter A. Dusseau*

Authorized Signor's Title Manager

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Rockingham STATE: N.H.

ZIP: 03833

On the 9<sup>th</sup> day of MARCH, 2015, personally appeared before me, the above named PETER DUSSEAU, in his/her capacity as authorized representative of 40 Terrill Park Dr, LLC known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

*Karen A. Stalke*  
(Notary Public/Justice of the Peace)

My commission expires: 6/22/16 (Date) 3/9/15

**State of New Hampshire  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
TENANT Design-Build Intent Specifications**

**For:  
40 Terrill Park Drive, Concord, New Hampshire**

**1. INTRODUCTION:**

The Department of Health and Human Services (the Tenant) requires certain renovations and alterations provided to the Premise by the Operator/Owner (the Landlord) for their lease of space to be used as the Department's Concord, New Hampshire regional office. The "Landlord" shall be responsible for provision of any required stamped architectural and/or construction drawings, schedules, specifications, permits, labor, demolition, site work, materials and performance of work, providing finished space to the Tenant in "turnkey" condition.

1.1. Design-Build Intent - Tenant Plans: include complete installation and proper operation of all improvements outlined and shown in the Tenant's attached schematic drawings titled:

- 1.1.1. **DHHS Tenant Design-Build Intent Plan SK-1 40 Terrill Park Dr Concord**
- 1.1.2. **DHHS Tenant Demise Plan SK-2 40 Terrill Park Dr Concord**
- 1.1.3. **DHHS Tenant Flooring Replacement Plan FL-1 40 Terrill Park Dr Concord**
- 1.1.4. **DHHS Tenant Wall Painting Plan PT-1 40 Terrill Park Dr Concord**
- 1.1.5. **DHHS Tenant Parking Diagram S-1 40 Terrill Park Dr Concord**

1.2. Completion of Build-Out: The date for substantial completion of the Premises shall be April 1, 2016. All improvements shall be provided in accordance with the specifications and drawings herein, and the terms and conditions of the Lease Agreement, including all design-build intent and demise floor plans.

**2. GENERAL PROVISIONS:**

2.1. **Swing Space:** The Landlord shall be responsible to provide temporary Swing Space as required by Tenant to facilitate continued productive occupancy while renovations are under way, this may be done in Phases to be less disruptive to Tenant. Swing Space to provide telephone, data and electrical to accommodate daily operations of Tenant. Landlord responsible for moving Tenant's Staff and all associated furniture and equipment. Move to include relocating Tenant's Staff from existing space to Swing Space while renovations are in process and from Swing Space to newly renovated space once completed.

2.2. **Existing Dimensions and Layout:** It is imperative that Landlord confirms the column spacing and all dimensions depicting "existing" elements on the attached Tenant's Design-Build Intent Plan prior to proceeding with work. If errors or variances are found, advise Tenant immediately and collaborate to resolve any resulting difficulties.

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### 2.3. Basic Definitions:

- 2.3.1. **"Landlord"** shall mean the proposed Landlord, the contractual Landlord and/or their authorized designees.
- 2.3.2. **"Tenant"** shall mean the State of New Hampshire Department of Education.
- 2.3.3. **"Build-out Documents"** for any subsequent lease will consist of the RFP, Lease, Drawings, Specifications, and other documents listed in the Lease, all modifications issued prior to execution of the Lease and all modifications issued after execution of the Lease.
- 2.3.4. **"Modification"** shall be (1) a written amendment to the Documents signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Tenant.
- 2.3.5. **"Drawings"** are the graphic and pictorial portions of the Documents showing the Tenant's design intent, location and dimensions of the Work to be performed.
- 2.3.6. **"Specifications"** are that portion of the Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work and performance of related services.
- 2.3.7. **"ADA"** is an acronym for the United States "Americans with Disabilities Act" as well as (in this context) a broad reference to all codes, regulations and ordinances whether Federal, State, or Municipal, which regulate and provide for architecturally barrier-free access and design.

### 3. Correlation and Intent of the Documents:

- 3.1. Intent: The intent of the Documents is to include all items necessary for the proper execution and completion of the Work. The Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Landlord shall be required only to the extent consistent with the Documents and reasonably inferable from them as being necessary to produce the intended results.
- 3.2. Build-out Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Landlord and the Tenant. The Tenant shall be entitled to performance and enforcement of obligations under the Documents.

### 4. Construction Documents:

- 4.1. The Documentation herein specifies the Tenant's Design Intent, they are not, however, construction documents. In the event of proposal selection and subsequent lease finalization and authorization, thereafter it shall be the Landlord's responsibility to promulgate (including employment of licensed architects and engineers as it relates to the Work) and submit any construction drawings and/or specifications which may be required by the building/code department or authority of the municipality to secure all required plan reviews, approvals and permits. Any alternations to the Documents that the building/code officials, architect or engineers deemed necessary for code compliant construction of the premises shall be reviewed with the Tenant, with the necessary changes subsequently being incorporated into the Work as mutually agreed upon by the affected parties.


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- 4.1.1. All construction drawings and plans shall be provided to the Tenant at a scale not less than 1'-0" = 1/8" and/or in \*.dwg AutoCAD format, inclusive of as-built drawings as part of the project close out.
- 4.2. Submittal and construction drawing approval process: Landlord to provide electronic and/or hard copies of all construction documents, schedules, MSDS, tear sheet(s) and plans as submittals to the Tenant prior to commencement of construction. All plans, specifications (including manufactures cut sheets) and finish schedules shall be reviewed, accepted, and initialed by both the Landlord and Tenant prior to construction and shall be deemed as part of the lease document.

## 5. GENERAL CONDITIONS:

5.1. **Specifications** - minimum requirements: The specification herein represent the Tenant's definition of minimum requirements, including manufacturers and models, of construction materials, including hardware and specialties. Equivalent alternates may be considered by the Tenant, however, the Tenant has the right of acceptance and/or rejection, such consideration by the Tenant shall not relieve the Landlord of the responsibility for deviations from the requirements of the construction documents. Submittals shall specifically outline deviations from the products and/or systems specified. When and if deviations are rejected by the Tenant, the Landlord shall provide the specified product and/or system. Specifications are based on a total renovation, this proposal is not a total renovation (see Tenant Design Concept Plan), therefore, the specifications are applicable to the specific renovations as designated on the Tenant Design-Build Intent Plan, inclusive of new carpet tile, VCT, Safety Zone tile, cove base and new paint throughout. Landlord shall be responsible for moving all office furniture and equipment as necessary to accomplish the renovations, flooring removal and replacement and painting, and returning all office furniture and equipment to their original locations. There may be areas of the facility, other than the renovations, that are not compliant with the specifications; those areas must also be compliant with the specifications where necessary, in agreement with Tenant.

5.2. **Design and Plans:** The plans and specifications set forth herein shall be referenced by the proposed Landlord and/or the Landlord's representative in order to determine the cost and scope of work entailed in order to provide Tenant with rental premises for their use. The cost of providing all work shall be included in the "rent" set forth in the Landlord's subsequent lease proposal to the Tenant. The Landlord and/or his agents shall exercise due diligence to provide the design intent described in all documents. The Tenant shall review any of the Landlord's proposed deviations from the floor plans, or specifications in advance, allowing such deviation only when such deviation complies with all program functions and all applicable building and safety codes. Consideration of proposed alternates does not relieve the Landlord of the responsibility for deviations from the requirement of the document. Submittals shall specify any deviations from the products and/or systems specified herein. If the Tenant rejects proposed alternates, the Landlord shall provide the specified product and/or system.

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**5.3. Permits and Testing:** The Landlord shall be solely responsible for applying for and obtaining any and all required permits and tests. All work shall be completed in compliance with all applicable codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ICC/ANSI A117.1-1198 citations), the NH State Building Code (IBC 2009, ICC/ANSI-2003, and NFPA 101 citations) and the Americans with Disabilities Act Standard for Accessible Design (ADAAG citations). Design and installation criteria having to do with such conformance is referred to herein as being "ADA" (Americans with Disability Act) conforming. The costs of said permits and testing shall be borne solely by the Landlord.

5.3.1. An approved copy of the Demolition/Building Permit shall be delivered to the Tenant, prior to commencement of construction activities.

5.3.2. In the case of a municipality that does not have a local code enforcement authority, the prevailing codes and governing authority shall be deemed to be that of the State, specifically but not limited to the State Fire Marshall's Office. Reference HVAC for additional approvals.

5.3.3. Landlord must provide the Tenant with all applicable certificates and inspections prior to occupancy, including but not limited to: Building Permit, Certificate of Occupancy, Proof of application to the State on NH Dept. of Environmental Services for "Clean Indoor Air" (RSA10-B) Certification.

5.3.4. The Landlord shall be responsible for inspections and testing required for the identification of known and suspect hazardous materials prior to construction. The Landlord shall provide notification of any and all Hazardous materials and proposed remediation to the Tenant. All materials shall be handled in accordance with the requirements of the authorities having jurisdiction. The Landlord shall also be responsible to provide to the Tenant a certified Affidavit of Environmental Conditions Statement.

5.3.5. The Landlord shall be responsible for submitting any and all stamped documents to the municipality or party of governing authority, for review and approval. If the municipality does not have local code enforcement authority, the prevailing codes and governing authority shall be the State of NH, specifically but not limited to the State of NH Fire Marshall's Office.

**5.4. Project Management:** The Landlord shall be responsible to provide a Project Manager who shall supervise and direct the Work. The Project Manager shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, including conducting weekly construction job meetings and the issuance of weekly (written) job notes. Management of the site and renovations, and provision of a Safety Plan, shall be the sole responsibility of the Landlord.

**5.5. Submittals:** shop drawings of millwork, product data sheets, samples and similar submittals shall be submitted to the Tenant by the Landlord for review and acceptance prior to proceeding with work. In order to avoid excess review time, all submittals shall be reviewed by the Landlord for conformance to the

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Documents herein prior to submission to the Tenant for their review. The Tenant shall expedite all review, taking no more than 5 workdays to take exceptions, make corrections/comments.


- 5.5.1. The Landlord shall review for compliance and approve and submit to the Tenant Product Data, Samples and similar submittals required by the Tenant with reasonable promptness and in such sequence so as not to cause delay in the Work. Submittals which are not marked as reviewed and approved by the Landlord shall be returned by the Tenant with No Action Taken.
- 5.5.2. By approving and submitting Product Data, Samples and similar submittals, the Landlord represents that they have determined and verified materials, field measurements and field construction criteria related to the submittal, or will do so, and has checked and coordinated the information contained within the submittal(s) with the requirements of the Work and the Tenant.
- 5.5.3. The Landlord shall submit MSDS for ANY and ALL materials introduced to the site via the construction process to Tenant. The delivery of the MSDS shall be made available to Tenant prior to the use of the products at the site. This will enable Tenant to review submittals for possible adverse health risks associated with the products.
- 5.5.4. When renovations are completed the Landlord shall provide the Tenant MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

5.6. **Conditions for Occupancy:** Prior to occupancy Tenant shall require all applicable certificates and inspections, including but not limited to: Building Permit, Certificate of Occupancy, and testing results documenting conformance with State of New Hampshire RSA 10-B "Clean Indoor Air" requirements.

5.7. **Cutting and Patching:** The Landlord shall be responsible for cutting, fitting or patching to complete the Work or to make its parts fit together properly. Cut existing construction using methods least likely to damage elements retained or adjoining construction. Patch with durable seams that are invisible as possible. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching.

## 6. **STANDARDS & SPECIALTIES:**

6.1. **Materials and Finishes:** With respect to the build-out of the interior space unless otherwise stated or agreed to by the Tenant, the Landlord shall use and/or deliver to the Tenant all new materials, equipment and finishes throughout the leasehold space. Use of "green" materials made of recycled content materials and/or made of materials which are readily recycled at end of useful life shall be preferred.

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- 6.2. **State of New Hampshire Energy Code:** With respect to the build-out of the space the Landlord shall conform to all applicable requirements of the State of New Hampshire Energy Code, International Energy Conservation Code 2009.
- 6.2.1. Provision of build-out which exceeds the energy code by at least an additional 20 percent is encouraged; the Tenant shall be shown favorable preference to submittals and proposed alternates to the specifications herein which support this goal.
- 6.3. **Ceilings:** existing ceiling height, shall remain "as is" except as otherwise noted.
- 6.3.1. New ceiling grid and tile drop ceiling: Provide in private offices as indicated in Tenant Design-Build Intent Plan.
- 6.3.1.1. Installation Height: 9 feet above finished floor
- 6.3.2. HVAC Diffusers, sprinkler heads and other ceiling fixtures: any and all existing ceiling fixtures shall be relocated and/or removed/replaced/supplemented as needed to accommodate the Tenant's Design-Build Plan layout.
- 6.3.3. **Materials:** Minimum standards: Grid: *Armstrong - Prelude ML 15/16"* Exposed Tee System. Tile: *Armstrong - Fissured Minaboard. 2x2 and/or 2x4* ceiling tile panel is acceptable.
- 6.4. **Window Treatments:** Landlord to repair or replace as necessary, window treatments at all exterior glazing, interior glass, and receptionist transaction windows.
- 6.4.1. Specifications: Manufacturer: *Hunter-Douglas*; Model: *Celebrity*; Type: 1" horizontal. Color(s) to be determined by the Tenant.
- 6.4.2. Optional Specification: Fire Rated "Sheer Weave Style 3000", fiberglass vinyl coated fabric with average openness of no more than 14%. Roller Shade system with continuous loop beaded chain and Clutch operated roller system. Manufacturer: *Phifer Wire Products Inc., Castec Shading Inc.* or equal. Fabric color to be "Pearl White". Shades to extend the full height of all exterior windows, terminating at the windowsill. All shades to be mounted using manufactures recommended heavy duty mounting brackets depending upon review of field applications. All shades to have standard manufactures valance system to conceal mounting brackets.
- 6.4.3. **Surface Mounted Acoustical Wall Panels:**
- 6.4.3.1. See "Specialty Areas" for required quantities and placement.
- 6.4.3.2. Provide and install 24" x 24"x 2" ATS (or equivalent) acoustic panels; the acoustic panel core material shall be *Roxul AFB mineral wool* (or equivalent), (NRC 1.0).
- 6.4.3.3. Provide and install (2) 12"x42" curved sound absorber/diffusers as manufactured by *Acoustical Surfaces, Inc.*, at each transaction window. Other manufacturers may be considered providing the proposed units meet the Tenant's requirements.
- 6.4.3.4. Units shall have solid wood internal frame.
- 6.4.3.5. Units shall have 1/4-inch wood back panel. Provide wall-mounting hardware for a secure installation without glue.

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6.4.3.6. Finish shall be a textured cover fabric is 100% jute, provide units available in a range of colors, the color selection shall be by Tenant.

6.5. **Bullet Resistant Transaction Windows:** Provide and install as specified in "Specialty Areas/Reception" herein. Provide UL Listed Level 3 bullet resistant transaction windows with stainless steel frames which have a protection level equal to or greater than the glazing.

7. **DOORS, DOOR ASSEMBLIES AND HARDWARE:** typical – unless noted otherwise. Landlord to provide Door and Hardware schedule demonstrating conformance with the following section prior to inception of construction. See "General Conditions, Construction Document" for details regarding required format of door and hardware schedule submittal. If no work is scheduled, then no change required.

7.1. **Hydraulic Overhead Door Closer Devices:** Shall be heavy-duty commercial grade, suggested manufacturers: Norton – series 8301 and/or 8501, or LCN 4040.

7.2. **Pilfer Alarms:** To be provided at emergency exit doors (see Tenant Design-Build Intent Plan). Recommended manufacturer: Security Lock Distributors (DETEX Corp.) - Exit Alarms Model EA 2500S AC powered, surface mount exit alarm. Override key to be coordinated with the building's keying program.

7.3. **Electromagnetic Locks:** Recommended manufacturer: Locknetics Security Engineering - Series 268 Surface Mounted POWERLOCK II. See Typical Door Schedule for approximate locations, types and quantities required.

7.4. **Vandal Resistant Hinges:** Non-removable pin (NRP) hinges shall be provided at all exterior doors. All hinges shall be heavy duty steel and vandal resistant, color: silver coated or stainless steel.


7.5. **Latch Protectors:** To be provided at all exterior doors. All latch protectors shall be: heavy duty steel, furnished with washers and vandal resistant fasteners, color: silver coated or stainless steel. Latch protectors shall be a minimum size of 2-3/4" X 7", and shall completely cover strike plates.

7.6. **Electric Door Strikes:** Recommended manufacturer: Von Duprin 6300 Series or HES 9000 Series for exit applications; HES – 1006 Series for interior door applications. Provide strikes with HES Smart Pac in-line power control for strikes under continuous duty operation. Other acceptable unit(s): Folger-Adams - Series 300, heavy-duty commercial grade, 24 v DC continuous duty, all installations are to be mortise type.

7.6.1. Installation shall include supplying and installing all required electrical circuits, transformers, low voltage control wiring from electric strike to junction box above finished ceiling and 110v electrical supply for low voltage transformer(s).

7.6.2. Where applicable, Landlord shall also provide a set of contacts at the fire alarm panel for use by the Tenant's security equipment vendor. Should any discrepancies arise between the Landlord and the Tenant, the Landlord shall coordinate a joint review with the Tenant and the authority having jurisdiction for final determination(s).

7.6.3. Electric Strike Function, e.g., fail-safe or secure, Landlord shall be responsible to supply strike function as required by applicable codes and/or local authority having jurisdiction, and review requirements with the Tenant.

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- 7.7. Door Types: Existing Interior and Exterior doors to remain unless otherwise noted.**
- 7.7.1. Any new interior and exterior doors shall be 3'-0" X 7'-0".
  - 7.7.2. Interior Doors: Solid core wood door blanks for all interior doors. (Birch, min. 3 coats natural finish).
  - 7.7.3. Exterior doors: Hollow metal doors @ 18 gauge; full flush styrene core insulated doors at all exterior doors.
- 7.8. Door Closer Devices:** Shall be installed as required by the applicable building and/or Life Safety Codes. In addition to the foregoing, provide closer devices in the areas noted in "Specialty Areas" herein. A maximum push/pull effort of 5.0 pounds is required at all interior doors.
- 7.9. Door Frames: Existing Interior and Exterior door frames to remain unless otherwise noted.**
- 7.9.1. Exterior Doors: Welded metal frame @ 16 gauge
  - 7.9.2. Interior Doors w/ Electric Strikes: Welded metal frame @ 16 gauge
  - 7.9.3. Interior Doors: Knock-down metal frame @ 18 gauge
  - 7.9.4. Exterior and Security Doors: All exterior doors shall be equipped with:
    - 7.9.4.1. Panic Hardware: Recommended manufacturer: Von Duprin. Mortise lock devices are preferred over rim set types. Note – may not be required on all security doors.
    - 7.9.4.2. Door Assembly: Metal door with full flush styrene core insulation and welded frame, including narrow light vision panel (approx. 4" X 25) with security wire mesh.
    - 7.9.4.3. Lockset: Storeroom type.
    - 7.9.4.4. Hydraulic overhead door closer device. Heavy duty commercial grade, Norton Series 8301 or 8501 or LCN 4040 are acceptable.
    - 7.9.4.5. Electric Door Strikes: To be provided at all exterior doors. <<controlled access points>>
- 7.10. Door Hardware: In the instance of providing new hardware, conform with the following:** Recommended manufacturer: Corbin/Russwin or Schlage-series D (heavy duty commercial grade 1):
- 7.10.1. Exterior and Security Door Hardware: Shall be keyed cylindrical lever locksets for heavy duty commercial use, rated for commercial grade 1 application
  - 7.10.2. Interior Door Hardware: Shall be either passage latchsets or keyed cylindrical lever locksets (as determined by the final door & hardware schedule) for standard commercial use, rated for commercial grade 2 application.
- 7.11. Hardware Standards: In the instance of providing new, conform with the following:**
- 7.11.1. Keyway: L-4.
  - 7.11.2. Interchangeable Cores: All exterior and interior Tenant separation doors and the Data/Communications Room shall be provided with interchangeable cores.
  - 7.11.3. Trim Design: Newport
  - 7.11.4. Type: Lever (NSD) - Cast brass.
  - 7.11.5. Finish: To match existing hardware finish, or as otherwise requested by the Tenant.

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- 7.11.6. Replacement Keyway Cylinders: (if applicable) Recommended hardware shall be Corbin/Russwin. See Section 3.13 above.
- 7.11.7. Keyway Standard: L-4.
- 7.11.8. Replacement cylinders: Original factory equipment cylinders only.
- 7.11.9. Finish: To match existing hardware finish, or as otherwise requested by the Tenant.
- 7.12. **Keying:** Up to four levels of keying are required (i.e.: great grand master (Landlord's Project Key) grand master (Tenant's Key), sub-masters and change keys. The Tenant will coordinate its keying requirements with the Landlord.
  - 7.12.1. Stamping Requirement: Each key shall be stamped: a) by level and sequentially numbered; b) "do not duplicate."
  - 7.12.2. Key Blanks: All key blanks shall be original equipment manufacturer (OEM) products.
  - 7.12.3. Great Grand Master: As defined by Landlord
  - 7.12.4. Grand Master: Provide five (5) keys.
  - 7.12.5. Sub Masters: Provide five (5) keys per submaster.
  - 7.12.6. Change Keys: Provide two (2) keys per cylinder
  - 7.12.7. In addition to the above keys, provide 10 blanks of each key section used.
  - 7.12.8. Key Control System: Provide a key control system including labels, tags with self-locking clips, 3-way visible card index, temporary markers, permanent markers, and standard metal key cabinet, all as recommended by system manufacturer, with capacity for 150 percent of the number of keys provided to the Tenant at occupancy.
  - 7.12.9. Provide complete cross index system set up by key control manufacturer, and place keys on markers and hooks in cabinet as determined by final keying schedule.
  - 7.12.10. Provide hinged-panel type cabinet for wall mounting.

## **8. GYPSUM WALLBOARD-STANDARDS AND TYPES:**

- 8.1. **Standards:** All gypsum board shall be standard 5/8" material, unless otherwise required by code (i.e.: MR board @ restrooms). All gypsum board joints shall be staggered each layer and each side. All gypsum board shall be fastened via the appropriate type and length of drywall screw. Hollow metal corner bead shall be used on all exposed vertical and horizontal edges.
  - 8.1.1. Metal Studs @ Receptionist Wall: 20 gauge (min.)
  - 8.1.2. Minimum Stud standard at all other full height walls: 2" X 4" wood or 3 5/8" metal studs @ 25 gauge.
  - 8.1.3. Minimum Stud standard at Partial/Low height walls: 2" X 4" wood or 3 5/8" metal studs @ 16 gauge.
  - 8.1.4. At all partitions, install gypsum board full height, embed joint tape in joint compound and apply first, fill (second), and finish (third) coats of joint compound over joints, angles, fastener heads, and accessories. Seal construction at perimeters, openings, and penetrations with a continuous bead of acoustical sealant including a bead at both faces of the partitions.
  - 8.1.5. Frame door openings by attaching vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section at head and secure to jamb studs. Install 2 studs at

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each jamb, extend double-jamb-studs continuous and attach to underside of floor or roof structure above.

- 8.2. **WALL TYPES:** The Landlord shall consult and comply with the authority having jurisdiction for determination of all structural and fire ratings required for any and all gypsum wallboard construction. In addition to conforming with this requirement, provide the following wall types:

8.2.1. **Existing Walls scheduled to remain:** In accordance with attached Tenant Design-Build Intent Plan certain existing walls are scheduled to remain, in the instance of such walls being at variance with applicable "Type" specification described below, the existing structure shall be modified as required to reasonably conform to these specifications.

8.2.2. **Type 1 – Entrances, Demising and Security: Scope of Use:** Surrounds at all Exterior Entrances, all Tenant Demising and Interior Security Demising Partitions

8.2.2.1. All gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings. Continue framing above all doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.

8.2.2.2. Full Wall Framing:

8.2.2.2.1. All gypsum board partitions shall be constructed of one layer of 5/8" fire rated wallboard each side.

8.2.2.2.2. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3 1/2" minimum thickness sound attenuation blankets (full height) in the cavity for sound retention.

8.2.3. **Type 2 – Typical:** Scope of use: "typical" interior Gypsum Wallboard Partition unless otherwise noted:

8.2.3.1. All gypsum board partitions shall match the height of the existing private office walls and support the suspended ceiling to be installed at the private offices.

8.2.3.1.1. All gypsum board partitions shall be constructed of one layer of 5/8" wallboard each side

8.2.3.1.2. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3 1/2" minimum thickness sound attenuation blankets (full height) in the cavity for sound retention.

8.2.4. **Type 3: High Performance Sound Control Partitions,** scope of use: Use at all surrounds for interview rooms, Fair Hearing Room, staff area rest rooms (note: public rest rooms shall be Type 2), conference rooms, and private offices.

8.2.4.1. All gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings.

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Continue framing over doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.

8.2.4.2. All "interior of room" gypsum board partitions shall be constructed of one layer of 5/8" wallboard installed on face of stud and overlaid with one layer of 5/8" gypsum wallboard. The opposing side of the effected wall shall be constructed of one layer of 1/2" wallboard minimum or as required by the adjacent room's Gypsum Wallboard – Wall Systems specifications.

8.2.4.3. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3" THERMAFIBER SAFB, or equal. Said sound attenuation insulation shall be installed full height and extend from the floor to the underside of the floor/deck.

8.2.5. **Type 4 Partitions:** NOT USED

8.2.6. **Type 5 Bullet Resistant Partitions:** scope of use: Provide at all walls between Reception area and Public Lobby area.

8.2.6.1. All gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings. Continue framing above doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.


8.2.6.2. All "public side" of gypsum board partitions shall be constructed of one layer of required quantity (4' X 8" sheets) bullet resistive fiberglass opaque armor panels to fully sheath wall at public side to a height of 8'- 0" above finish floor. Installation shall be in strict conformance with manufacturer's printed instructions. All joints are to be staggered.

8.2.6.3. Product shall be: *Insulgard - UL Level 3, NIJ Type IIIA- Fibergard fiberglass opaque armor (FG-300)*. No substitutions will be accepted. Overlay armor panels with one layer of 1/2" gypsum wallboard. The opposing side of the effected wall shall be constructed of one layer of 1/2" wallboard minimum or as required by the adjacent room's Gypsum Wallboard – Wall Systems specifications.

9. **FINISHES:** Shop Drawings, Product Data, MSDS, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate the way by which the Landlord proposes to conform to the design concept expressed in the documents.

9.1. **Carpet:** Unless otherwise noted, all flooring shall be modular carpet tile. The Tenant's preference is the modular carpet tile specified below.

9.2. **Color:** Tenant shall make color selection from manufacture's full range of standard color selections. Tenant shall select no more than three (3) colors, which will be installed in a graphic color pattern in the open office areas.

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- 9.3. **Recycled materials content:** All carpet submittals shall contain a 25% minimum recycled content and/or is 100% recyclable.
- 9.4. **Samples:** Shop Drawings, Product Data, MSDS, Samples and similar submittals shall be required.
- 9.5. **Indoor Air Quality:** All flooring materials must display the approval certification label of the Carpet and Rug Institute as having passed the *Indoor Air Quality Carpet Testing Program*.
- 9.6. **Installation:** All installation methods and materials must follow the manufactures guidelines.
- 9.7. **Submittals:** All submittals shall meet or exceed all of the following specifications, although a manufacturer is named, alternate manufactures which provide compliance with all other specification shall be considered:

**PREFERRED MODULAR CARPET TILE:**


Manufacturer	SHAW – Patcraft MODULAR
Tile Size	24"x24" nominal
Style	Tweed 10096
Construction	Pattern Loop
Pile Fiber	100% Nylon (w/min 25% recycle content)
Pile Thickness	.124 inch
Gauge	1/10 <sup>th</sup>
Dye Method	100% Solution Dyed
Tufted Pile Height	3/32" Low 6/32" High
Yarn Weight	20 oz.
Protective Treatment	Soil Protection Anti-microbial
Primary Backing	NonWoven Synthetic
Smoke Density (ASTM E-662)	Less than 450
Static Control	Less than 3.5 Kv
Traffic Class	Heavy
ADA Compliance	Min. Static Coefficient of Friction 0.6 Meet Guidelines - Americans with Disabilities Act
Warranty	Manufacturer Lifetime Warranty for: Wear, Colorfastness to light, edge ravel, and Delamination
CRI Indoor Air Quality Certification:	Must provide valid, registered certification number.
Recommended Manufacturers:	Shaw Contract Group,

- 9.8. **Vinyl Composition Tile (VCT):** Area of use; supply and install in all janitorial closets, file rooms, storage rooms, the public entrance lobby and maternal care room, and data room.
- 9.8.1. VCT: Colors and installation: Tenant shall select up to three (3) colors from the manufactures full offering of standard colors. VCT shall be installed in Janitorial closets, file rooms, storage rooms, lobby, etc. For installation in

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- the larger areas, such as the public entrance lobby, vct shall be installed in a graphic pattern; the pattern will be determined by the Tenant.
- 9.8.2. VCT-SZ: Colors and installation: Armstrong Safety-Zone vinyl tile shall be installed in all restrooms and staff lounge, excluding the recent Safety Zone installation in the staff woman's room. Tenant shall select up to three (3) colors from the manufactures full offering of standard colors.
- 9.8.3. Preferred Manufacturer: Armstrong Provide products complying with FS-T-312B (1), Type IV, Comp 1.
- 9.8.3.1. Size: 12" X 12",
- 9.8.3.2. Nominal Thickness: 1/8 inch
- 9.8.3.3. Patterns and Colors: Patterns and colors are dispersed uniformly throughout the thickness of the material. Color pigments are insoluble in water and resistant to cleaning agents and light.
- 9.8.4. **Vinyl Cove Base:** 4" high vinyl, standard toe cove type. Manufacturer: *Johnsonite or Mercer.*
- 9.8.4.1. Areas of use: supply and install with all flooring in all areas.
- 9.8.5. **Vinyl Termination Strips:** To match vinyl cove base materials. Manufacturer: *Johnsonite or Mercer.*
- 9.8.5.1. Areas of use: supply and install Termination strips or change of height strips as required in order to mask all exposed flooring edges and intersections.
- 9.8.6. **"Walk Off" mat carpet tile (WMT):**
- 9.8.6.1. Areas of use: (see Flooring Replacement Plan FL-1) For use in public and staff entrance areas, installation shall begin at the exterior entrance doors and extend inward to provide a minimum of twenty (20) feet of "walk-off" in any direction from the entry.
- 9.8.6.2. Materials: Flooring materials shall be commercial grade matting fully compliant with ADA AG 4.5 standards. Provide and install at all entry areas/vestibule areas, product shall meet or exceed the following specifications:
- 9.8.6.3. Recommended Manufacturer: Mats, Inc. or other manufacturers of quality commercial carpet that meet or exceed all of the specifications listed below.
- 9.8.6.4. Style: Mats, Inc. Diagonal Tile or Supreme Nop Tile, 100 percent woven polypropylene, 19-11/16 inches by 19-11/16 inches by 3/8 inches, bitumen backing. Color shall be selected, by the Tenant, from manufacturer's standard colors.
- 9.8.7. **PAINTING:**
- 9.8.7.1. Colors: Allow up to three colors for walls and two colors for doors, frames and trim, colors shall be selected by Tenant from manufacturer's full range of standard offerings.
- 9.8.7.2. All areas - A minimum of one coat of primer and two coats of finish paint, or as required to achieve an acceptable finish to the Tenant.

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- 9.8.7.3. Finish at Walls: Paint shall be (scrubbable) interior eggshell latex unless otherwise noted (see "restrooms and staff lounge below).
- 9.8.7.4. Finish at Doors, Frames and Casings: Paint shall be semi-gloss (scrubbable) acrylic latex.
- 9.8.7.5. Restrooms and Staff Lounge: Wall paint shall be semi-gloss (scrubbable) interior latex.

**10. MILLWORK** Cabinet and counter Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Tenant the way by which the Landlord proposes to conform to the information given and the design intent expressed herein.

- 10.1. Comply with AWI Section 400 for countertops.
- 10.2. Provide shop drawing(s) of all millwork for review and approval by Tenant. Provide large format drawings and details depicting all countertops, cabinets, detailing core construction, locations, support brackets, installation heights and anchoring. Provide laminate samples for color, pattern and finish selections.
- 10.3. Laminates: Manufacturer: *Wilsonart and/or Formica*.
- 10.4. Color/Textures of all millwork finishes to be selected by Tenant. Provide laminate samples for color, pattern selection.
- 10.5. Counter Tops: custom grade, square edge, high-pressure laminate (standard matte finish).
- 10.6. Cord Management System: All counters (with exception of lounge area) shall be provided with cord management grommets, with a minimum inside diameter of 2". Installation locations, quantities and type of grommet to be field determined by Tenant.

10.7. **Millwork at Reception Area:** Layout to be as shown on plan, to include the following:

10.7.1. Bullet Resistant Transaction Windows: UL Listed Level 3 bullet resistant transaction windows. Frames shall be stainless steel and of a protection level equal to or greater than the glazing.

10.7.1.1.1. Provide one (1) – 60" w x 42" h sliding transaction window with 2" thick shelf.

10.7.1.1.1.1. Shelf shall be full width of window, minimum of 12" deep centered under the glazing and covered with black high-pressure laminate. No Dip tray.

10.7.1.1.1.2. The transaction shelf should be installed at a height of 34" from the finished floor. Tenant wishes to field verify installation prior to the installation of drywall.

10.7.1.1.1.3. Acceptable manufacturer's representative of the type and quality required: Insulgard SV and/or Armortex

10.7.1.2. Landlord to provide and install continuous plastic laminate, square edged work counter as shown on the plan, the counter shall be custom grade, high-pressure laminate. Counter shall be secured directly to

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wall(s), 25" in depth, include painted MDF support brackets as shown on Plan. The work counter shall be permanently affixed to the walls, at a work surface height of 30" from finished floor

- 10.7.1.2.1. Landlord shall also field coordinate and install blocking for monitor arms, undermount PC brackets, mouse and keyboard installations (by others).

Cord Management System: laminates shall be provided with a minimum of two (2) cord management grommets, at each side of the transaction windows. Minimum inside diameter of grommets shall be 2". Location and type to be field determined by Tenant

**10.8. Millwork at Interview Rooms:** (See Tenant Design-Build Intent Plan SK-1)

- 10.8.1. At interview rooms number 1 and 16: Remove existing millwork and provide new surfaces as shown on referenced enlarged Plan A of SK-1.

- 10.8.2. At interview rooms number 10, 11, 12, 13, 14 and 15: Remove and relocate counters (see Tenant Design-Build Intent Plan SK-1), should counters be damaged, landlord shall replace with custom grade, high-pressure, square edged laminate. Counter shall be secured directly to wall(s), 30" in depth and shall run the full width of the room (approx. 9'-0"), including a modesty panel, which shall extend to 8" above finished floor. The work counter shall be permanently affixed to the partition walls, at a work surface height of 30" from finished floor.

- 10.8.3. Landlord shall also field coordinate and install blocking for mouse and keyboard installations (by others).

- 10.8.3.1. Cord Management System: All laminates shall be provided with two (2) cord management grommets, with a minimum inside diameter of 2". Location and type to be field determined by Tenant.

- 10.8.3.2. See Tenant layout for quantity and placement of work counters

- 10.8.3.3. See also "Specialty Areas/Interview Rooms"


**11. SIGNAGE:** Any new or replacement interior and exterior signage shall be provided by Landlord, as per the Tenant's specifications. Provision shall also be made to augment as necessary exterior building signs; site/parking and directional signs. All interior common area signs, interior directory, room numbers, work station numbers and other specific Divisional needs shall be replaced, if necessary. Existing signage that conforms to these specifications and is in good repair may be reused at the Tenant's option.

**12. ELECTRICAL:**

- 12.1. **Electrical Finishes:** All switch plates and outlet covers shall be white in color unless otherwise requested by the Tenant.

- 12.2. **Electrical Installation Heights:** All switches shall have an installation height of 48" above finished floor. Other sensors shall have an installation height of 56" above finished floor.

**13. SECURITY ALARMS, CCTV AND ACCESS CONTROL SYSTEMS:**

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- 13.1. **Systems:** Provided by Tenant.
- 13.2. **Conduit:** Provided by Landlord.
- 13.3. **Integration:** Landlord responsible to provide and assist with any and all required integration with fire alarm or fire protection systems and/or detection. Such integration and connections shall only be done after review and approval of the local fire department or other such authority having jurisdiction.

#### 14. FIRE SUPPRESSION SYSTEMS:


- 14.1. The presence thereof or lack thereof shall be determined by any and all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of the Owner and/or Landlord. All required permits, fees, testing and approvals shall be borne by the Owner and/or Landlord.
- 14.2. The costs of any changes, modifications or additions to the existing fire suppression system shall be the solely at the Landlords expense and responsibility.
- 14.3. **Fire Suppression:** If a fire suppression system is provided, 220 degree heads shall be installed at Data/Com Communications Rooms.
- 14.4. Landlord to provide connectivity to this system for Tenant's alarm system(s).
- 14.5. **Fire Extinguishers:** To be provided, maintained and inspected by Landlord as required by inspection and reporting requirements set forth in Lease Agreement.

#### 15. FIRE ALARM SYSTEM:

- 15.1. The presence thereof or lack thereof shall be determined by any and all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of the Owner and/or Landlord. All required permits, fees, testing and approvals shall be borne by the Owner and/or Landlord.
- 15.2. The costs of any changes, modifications or additional to the existing fire alarm system shall be solely at the Landlords expense and responsibility.
- 15.3. Landlord to provide connectivity via dry contact or other means to building's fire alarm control panel for any and all security and access system needs.

#### 16. HVAC and VENTILATION: Work shall be in compliance with applicable codes including, but not limited to International Mechanical Code 2009

- 16.1. Constant velocity, ducted return HVAC systems are required. Ducted returns are preferred over plenum returns.
- 16.2. DHHS Special Requirement: Provide minimum of one VAV (variable air volume) box and thermostatic control per two Interview Rooms. Actual location of thermostatic control(s) shall be reviewed with the Tenant.
- 16.3. HVAC – Reference the State of NH Standard Lease Agreement, EXHIBIT D, Part II for required compliance with State of New Hampshire RSA 10-B "Clean Indoor Air in State Buildings". The requirements of RSA 10-B are as

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defined by the "Department of Environmental Services" administrative rules Chapter Env-A 2200.

- 16.4. HVAC System - Balancing Report: Landlord shall warrant to the Tenant that the complete HVAC system(s) and all appurtenances do and will adequately and uniformly service the entire lease space and are in full compliance with current industry standards. Prior to the Tenant's occupancy, the Landlord shall provide the Tenant with said report. Said report shall be deemed as part of the lease/contract document.
- 16.5. HVAC Systems - Thermal Comfort: HVAC systems shall be designed to provide the minimum standards as set forth by ASHRAE 55-1992 - *Thermal Comfort Considerations*.

17. **LIGHTING:** Reuse of existing fluorescent light fixtures shall be permitted, however Landlord must provide Reflected Ceiling plan depicting intended placement of all fixtures prior to commencement of work. All fixtures shall be energy efficient fixtures in accordance with the following:

- 17.1. General Lighting Fixtures: Shall cable-suspended fixtures providing both ambient and work level lighting, such fixtures must provide electronic ballasts, and use "Super" T-8, 3500 K lamps. Switching to be provided at private office, conference/training rooms, interview rooms, staff lounge and rest rooms, and as otherwise determined by the Tenant.
- 17.2. All switching for ALL interior lighting within the General Office Area(s) shall be done fully from the primary Staff Entry or as directed by the Tenant.
- 17.3. Ballast Type: ballast matching "Super T-8 lamp specification, Low power T-8 ballasts. All ballasts shall provide: <, 20% harmonic distortion; crest factor of <1.52 and a power factor >92%
- 17.4. Lamp Type: Super T-8 w/ color rendering index of a minimum of 75. 3500 K lamps.

## 18. SPECIALTY AREAS:

- 18.1. **OPEN OFFICE AREA:** Systems Furniture provided by Tenant:
  - 18.1.1. **Space Requirements:** Provide open office areas as shown on attached Tenant Design-Build Intent Plan SK-1 (Room 118) to accommodate Tenant's modular furniture panel systems workstations, each measuring approximately 6'-0" X 8'-0" (interior). Design shall provide for common file areas and shared electrical equipment space (referred to herein as Hot Boxes) at the end run of appropriate system furniture installations. Modular furniture panels, work surfaces, power and data management poles shall be provided by the Tenant.
    - 18.1.1.1. **"Hot Boxes":** for the purpose of this document a "Hot Box" is a counter or work area designated for shared equipment requiring electrical and data connectivity. Provide for "Hot Box" common file and equipment space (such as shared printers and copiers) at the end run of certain system furniture workstations. Size of the area shall be approximately 2'-6" deep with the width being equal to

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the adjoining workstations. These "Hot box" areas are incorporated into the modular furniture panel system's space, care must be taken however to adequately provide electrical circuitry and connectivity to address the additional demands of the shared requirement areas.

18.1.1.2. **Electrical Requirements:** Landlord shall be required to include provisions for and connection of all electrical circuitry and junction boxes (ceiling and/or wall mounted) required for proper utilization of the furniture panel's electrified raceway. Typical systems furniture electrical harness configuration is three circuits consisting of 4 – hot; 2 - neutrals and 2 – grounds. Weather-tight or similar protection shall be required between junction box and connection to power pole (Pole Feed - PF) or systems raceway "whips" (Base Feed – BF). System furniture standard connectivity power whip does not exceed 6'. Provide base feed (BF) on systems furniture except as noted on plan. As an estimate of required circuitry, provide one circuit per three workstations.

18.1.1.3. **Telephone & Data Requirements:** Landlord shall be required to include installation of Cat 6E telephone and data station cabling throughout the space, including provisions for routing of all data/telecommunications from the data room to each office and workstations as identified by the Tenant. Provide open wire cable trays in primary areas supplemented by "J" hooks as needed for routing of telecommunications in all open office areas. Telecommunications cabling shall be "home runs" (with no breaks) from each jack to the data room.

18.1.1.4. **Provision of Furniture Panel connectivity:** Landlord to be responsible for the hard-wire hook-up of power and data/telecommunications to all Tenant workstations to either the ceiling or wall mounted electrical junction boxes, installation responsibility shall also include the securing and anchoring of all communications and electrical poles.

18.2. **PUBLIC LOBBY:** Layout to be as shown on Tenant's Design-Build Plan.

18.3. **RECEPTIONIST AREA:** Layout to be as shown on plan, to include the following:


18.3.1. Type 5 walls (bullet resistant) at surrounds.

18.3.2. Electrical and Tel/Com – Provide a minimum of two data jacks and one dedicated circuit with one quad outlet per workspace.

18.3.3. Door Assemblies:

18.3.3.1. From Lobby: Solid core wood veneer door and hollow metal frame with standard hardware (type: storage lockset) with hydraulic overhead door closer device.

18.3.3.2. From Secure Area(s): Solid core wood veneer door and hollow metal frame with standard hardware (type: classroom lockset).

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- 18.3.4. Sound Control Panels: Provide a minimum quantity of twelve (12) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.
- 18.3.5. Bullet Resistant Transaction Windows: See "Millwork/Reception Area" for specifications.
  - 18.3.5.1. In the Lobby, at each Transaction Window: Provide and Install two (2) 12"x42" curved sound absorber/diffusers as manufactured by Acoustical Surfaces, Inc.
- 18.3.6. Door Release Button Console: Provide and install door release button console at reception counter for remote release of electric strike doors within client lobby, including but not limited to: Interview Room corridor, Fair Hearings Room, Reception (to Lobby) and Client Conference Room.
- 18.3.7. Security Alarm: See Alarm section. Provided by others.
- 18.3.8. Alarm Panel and Console Station: Provided by the Alarm contractor.
- 18.3.9. Security Window Intercom System: Provided by Tenant. Installation by Landlord.
- 18.4. **INTERVIEW ROOMS** : Layout for all interview rooms to be as shown on plan, to include the following:
  - 18.4.1.1. See "Millwork Interview Room work counters" for millwork requirements – provision of a work counter at each interview room.
  - 18.4.2. Electrical and tele/com - – Provide a minimum of two data jacks – one at each end of Interview Room counter, installed on the staff side of the counter.
- 18.5. **ALL INTERVIEW ROOMS**: Door Assemblies:
  - 18.5.1.1. Client entrance hallway to interview room door assembly: Solid core wood veneer door and hollow metal frame with narrow light vision panel with one way reflective coating (approx. 4" X 25"), with standard hardware (type: storeroom lockset) with hydraulic overhead door closer device and electric strike. <<remote released at reception>>
  - 18.5.1.2. Staff door assembly: (See Tenant Design-Build Intent Plan SK-1) At interview rooms #10, 11, 12, 13, 14 and 15 remove and reinstall existing door and frame in new opening. Add new electric strike. <<controlled access point>>
  - 18.5.1.3. Staff door assembly: (See Tenant Design-Build Intent Plan SK-1) At all interview rooms, add new electric strike. <<controlled access point>>
  - 18.5.2. Security Alarm: See Alarm section. Provided by Tenant.
- 18.6. **FAIR HEARING ROOM**: – Layout as shown on plan, to include the following:
  - 18.6.1. Type 3 "High Performance sound control" walls at all surrounds.
  - 18.6.2. Electrical and tele/com: Provide a total of four data jacks. Also make provisions for the Tenant's future video conferencing needs with the installation of a junction box at 66" AFF, with ¾" emt (and pull string) to above the suspended ceiling.
  - 18.6.3. Door Assemblies:

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- 18.6.3.1. Client: Solid core wood veneer door and hollow metal frame with narrow light vision panel (approx. 4" X 25"), with standard hardware (type: storeroom lockset) with hydraulic overhead door closer device and electric strike. <<remote released at reception>>
- 18.6.3.2. Staff: Solid core wood veneer door and hollow metal frame with narrow light vision panel (approx. 4" X 25"), with standard hardware (type: storeroom lockset - rev. install) with hydraulic overhead door closer device and electric strike. <<controlled access point>>
- 18.6.4. Sound Control Panels: Provide a minimum quantity of eight (8) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.
- 18.6.5. Security Alarm: See Alarm section. *Provided by Tenant.*

18.7. **STORAGE AREA:** Supply and Storage Room Layouts to be as shown on Tenant plan, include the following:

- 18.7.1. Shelving: Provide four shelves 24" deep of pre-manufactured shelving in Room 110 and five shelves 14" deep of pre-manufactured shelving in Room 108 (see Tenant Design-Build Intent Plan SK-1), such as Space Maker (include a combination of vinyl coated wire shelving and solid shelving) or heavy duty standards with adjustable shelving. Installation to be field located by Tenant.

19. **PARKING AND SITE:** Landlord to provide minimum of one-hundred-seventeen (117) parking spaces for the Tenant's use, if these spaces are shared in common with others sufficient number of overage spaces must be available to assure continued availability of these spaces. Provision of all parking must be without additional charge to the tenant, included in the proposed annual rent. All parking spaces shall be asphalt or concrete -paved, clearly marked with painted lines, and shall also meet or exceed the required numbers as required by the local building code.

19.1. Full compliance of all codes and ordinances, particularly with those providing Barrier-Free Design will be the responsibility of the Landlord, including but not limited to conforming provision of: parking spaces, access aisles, curb cuts, entrances, lighting, signage and ramping. To achieve this the Landlord shall provide renovations to the existing Parking Lot area adjacent to Public Entry including the following "ADA" upgrades:

19.2. Front/Visitor parking lot transitions from concrete to asphalt include large gaps and rough surfaces of concrete at transitions. Landlord shall repair all chipped, cracked or uneven surfaces and fill any gaps in pavement surfaces.

19.3. In the areas of path of travel to entry and entrance areas providing barrier-free accessibility Landlord shall repair all chipped, cracked or uneven surfaces and fill any gaps in concrete surfaces.

19.4. Accessible parking at front/visitor lot contains one non-conforming accessible parking space and one non-conforming access aisle. Landlord to restripe this area and bring the spaces into compliance by providing the accessible parking space at least 96" wide, located in approximately the

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existing location adjacent to the staff entrance with conforming access aisle of 60" (see Tenant Parking Diagram Plan SP-1).

- 19.5. Accessible parking spaces on the left side of the front/visitor entrance are confirmed as usable for State Clientele. Landlord shall relocate "Not For State Use" signage.
- 19.6. Accessible parking signage at the front/visitor parking lot is non-compliant. All applicable signage will be adjusted so that all measure 60" from the ground to the bottom edge of the sign.
- 19.7. Side parking lot accessible parking spaces are non-conforming. Landlord shall remove accessible striping and signage, however, Landlord shall leave accessible parking location signage (sign directs those with disabilities to accessible parking at front of building) on building, near side entrance. Remove all conflicting/obsolete lines or symbols painted on the parking lot surface by either painting over lines with black paint or skim-coating the affected areas. Provide new painted lines on parking lot surface indicating revised layout as shown on plan.

## **20. ADDITIONAL SPECIALTY AREAS:**

- 20.1. Automatic doors at main (client) entrance are out of sequence. Doors to be synchronized to open both doors when accessible push pad is activated.
- 20.2. Reception area public bathroom toilet is non-conforming at 16" high. Landlord to replace toilet with NH Code for Barrier free Design compliant toilet with a seat height of 17' to 19".
- 20.3. Exterior staircase at side/staff parking lot is non-compliant and made of wood beams and filled with wood chips. New staircase will be constructed, including bilateral handrails; according to NH Code for Barrier free Design requirements (see Tenant Design-Build Intent Plan SK-1 for design intent).
- 20.4. Exterior side/staff entrance, staircase handrails are nonconforming. New staircase will be constructed according to NH Code for Barrier Free Design requirements (see Tenant Design-Build Intent Plan SK-1 for design intent).
- 20.5. Staff lounge sink is 35.5" high, maximum height is 34". Should a complaint be filed in reference to the height of the sink, Tenant will notify the Governor's Commission on Disability within 10 business days, and sink area will be brought into code compliance within 30 days of notification providing a maximum sink height of 34".

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IN ACCEPTANCE OF THE FOREGOING; the parties have provided their authorized signatures as follows:

**TENANT:** The State of New Hampshire, acting through the: Department of Health and Human Services

Authorized by: (full name and title)

*Sheri L. Rockburn*

Signature

Print: Sheri L. Rockburn, Chief Financial Officer

Name & Title

**LANDLORD:** (full name of corporation, LLC or individual) Forty Terrill Park Drive, LLC

Authorized by: (full name and title)

*Peter A. Dusseault, Manager & Member*

Signature

Print: Peter A. Dusseault, Manager

Name & Title

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE

STATE OF: New Hampshire COUNTY OF: Rockingham

UPON THIS DATE (insert full date) November 24, 2015

appeared before me (print full name of notary) Karen A. Walker the

undersigned officers personally appeared:

(insert Landlord's signature)

*Peter A. Dusseault*

who acknowledged him/herself to be (print officer's title, and the name of the corporation

Manager & Member Forty Terrill Park Drive, LLC and that as such Officers, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

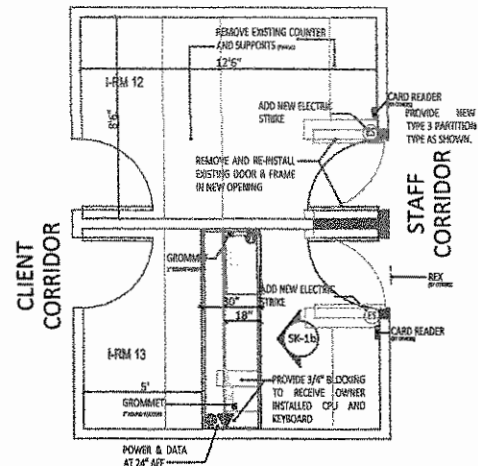
In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)

*Karen A. Walker, NOTARY*

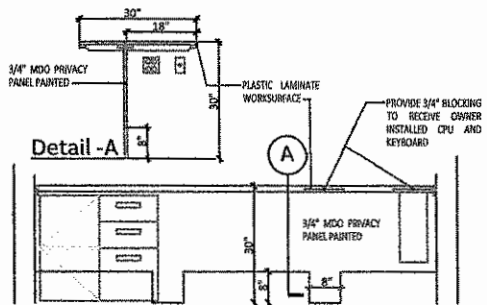
*KAREN A. WALKER*

*exp. 6/22/16*

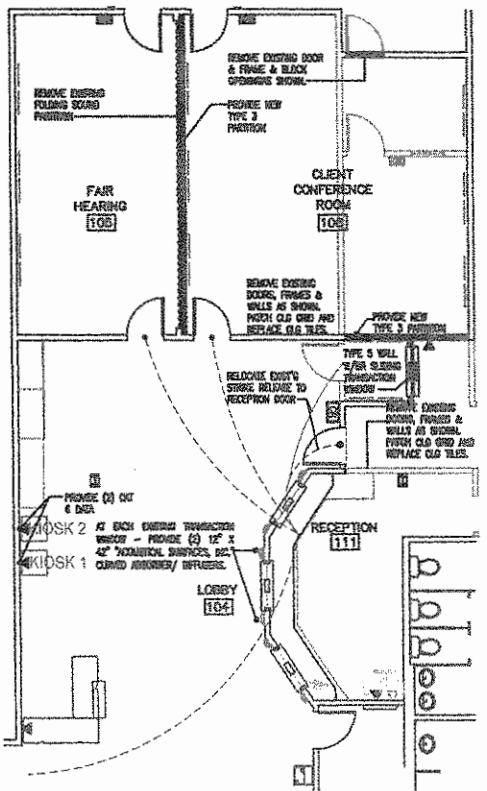
Landlord Initials: *CTD*  
Date: *11/24/15*



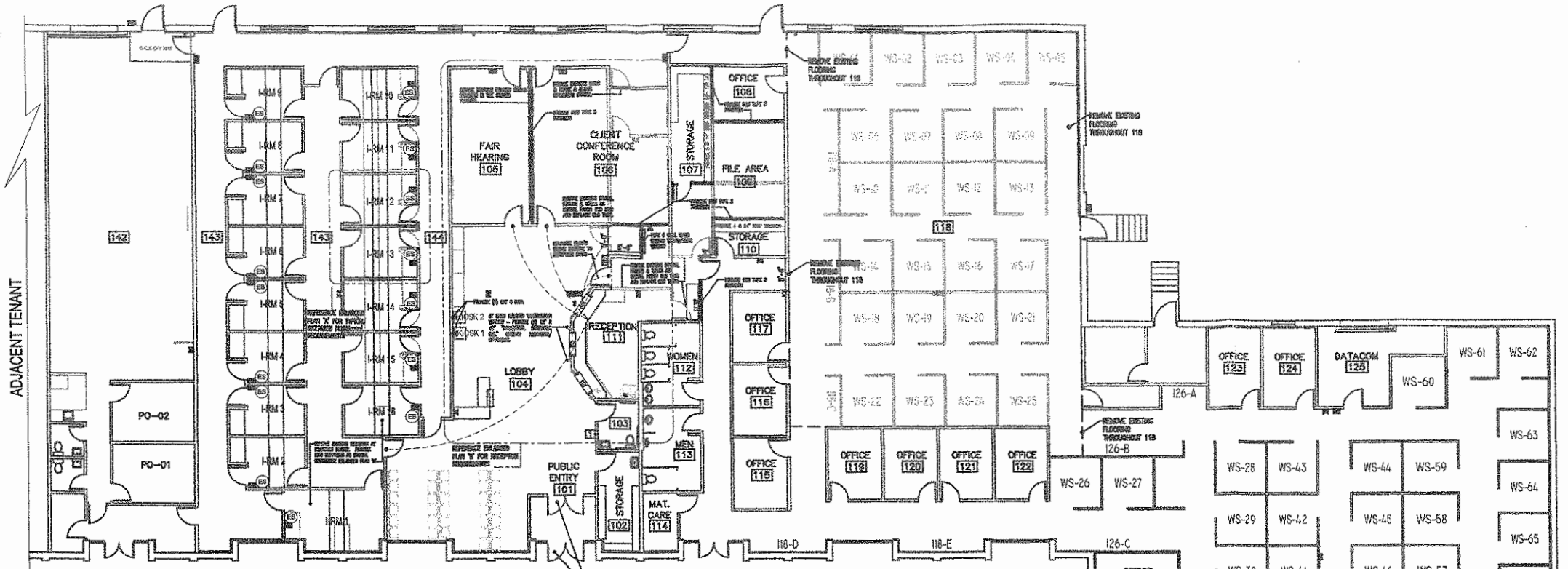
ENLARGED PLAN 'A':  
TYPICAL INTERVIEW RM



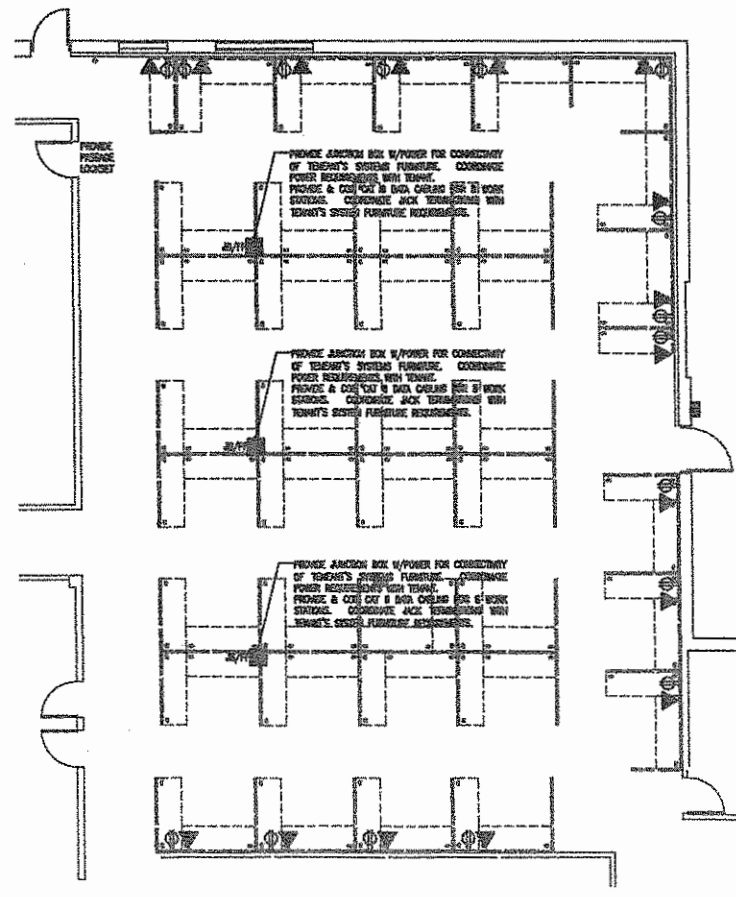
SK1B: TYP. INTERVIEW RM



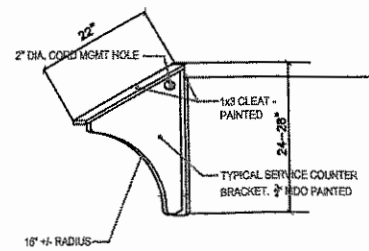
ENLARGED PLAN 'B': CLIENT SERVICE AREA



ADJACENT TENANT



NEW PLAN OPEN AREA #118



TYP. COUNTER BRACKET  
AT RECEPTION COUNTER

KEY/LEGEND:

- EXISTING TO REMAIN
- EXISTING LOW WALLS TO REMAIN
- EXISTING TO BE DEMOLISHED
- WALL TYPE 3: High Performance
- WALL TYPE 5: Bullet Resistant
- WALL TYPE 5a: Existing Wall: ADD: Bullet Resistant panels

See Tenant specification for full definitions & specifications

- CARD READER: Controlled access point - "reader" and security system provided by Tenant; Landlord to provide electric strike (Ref. paragraph 7.6 of the Tenant Improvement Specifications)
- NEW ELECTRIC STRIKE
- Quad outlet
- Duplex outlet
- Data/Power pole
- Tele/Data Jack
- Curved Acoustic Panel
- Flat Acoustic Panel

APPROVED BY

DATE

State of New Hampshire  
Department of Administrative Services  
Bureau of Facilities & Assets Management

Department of Health & Human Services

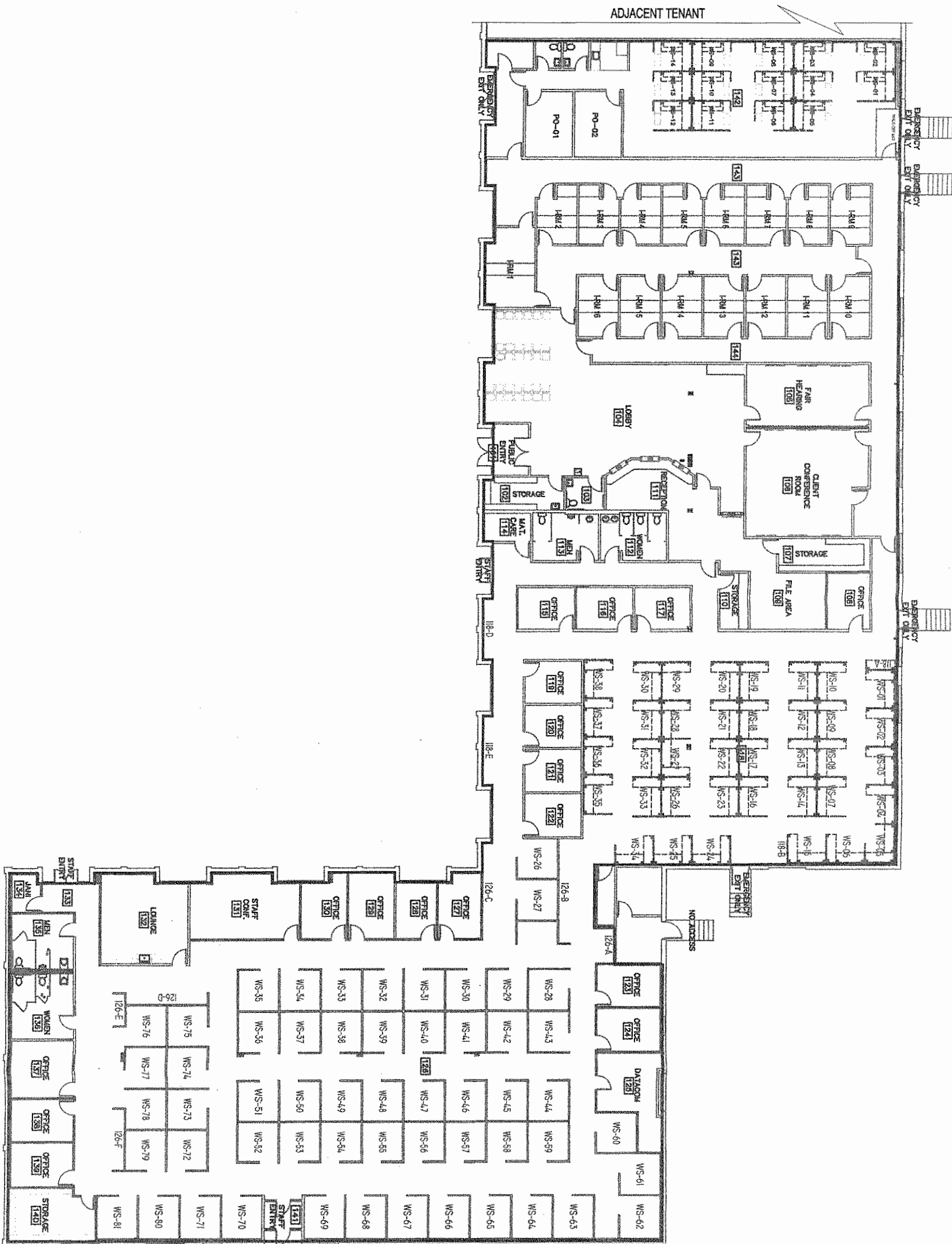


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SK-1

DHHS Tenant Design-Build Intent Plan  
40 Terrill Park Drive Concord, New Hampshire  
25,588 Square Feet

Concord District Office  
40 Terrill Park Drive Concord, New Hampshire 03301



Department of Health & Human Services



Concord District Office

40 Terrill Park Drive Concord, New Hampshire 03301

State of New Hampshire

Department of Administrative Services  
Bureau of Facilities & Assets Management

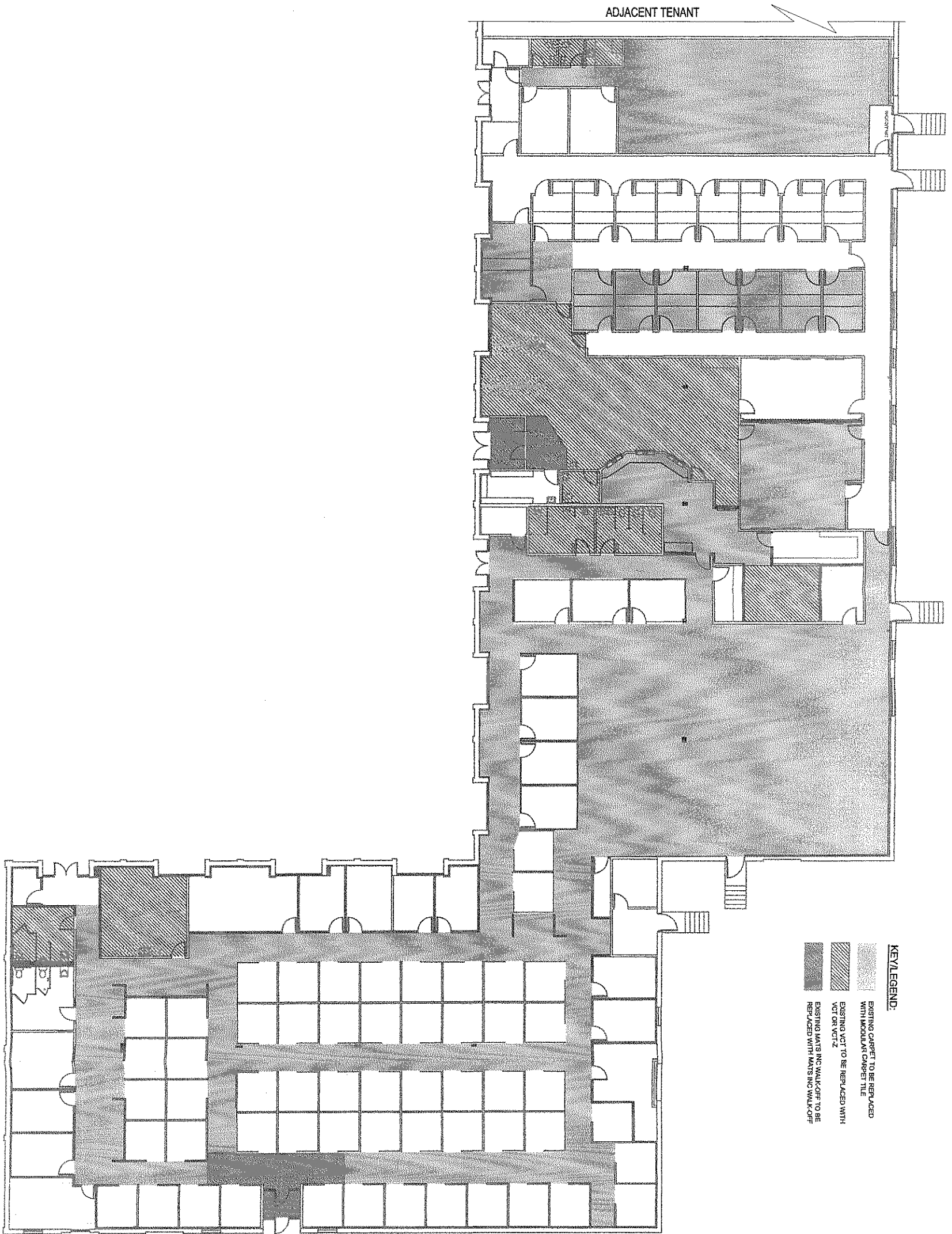
DHHS Tenant Demise Plan  
40 Terrill Park Drive Concord, New Hampshire  
25,588 Square Feet

DATE	10/15/15	APPROVED BY		DATE	11/24/15
SCALE	NONE	 Landlord Signature	 Tenant Signature	 DATE	 DATE
DRAWN	DW/JL				
CHK'D	JL				

SK-2

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FL-1

2015\_CDO\_Tenat\_Flt\_1014



Department of Health & Human Services

Concord District Office

40 Terrill Park Drive, Concord, NH 03301

State of New Hampshire

Department of Administrative Services  
Bureau of Facilities & Assets Management

DHHS Tenant Flooring Replacement Plan  
40 Terrill Park Dr Concord  
25,588 Square Feet

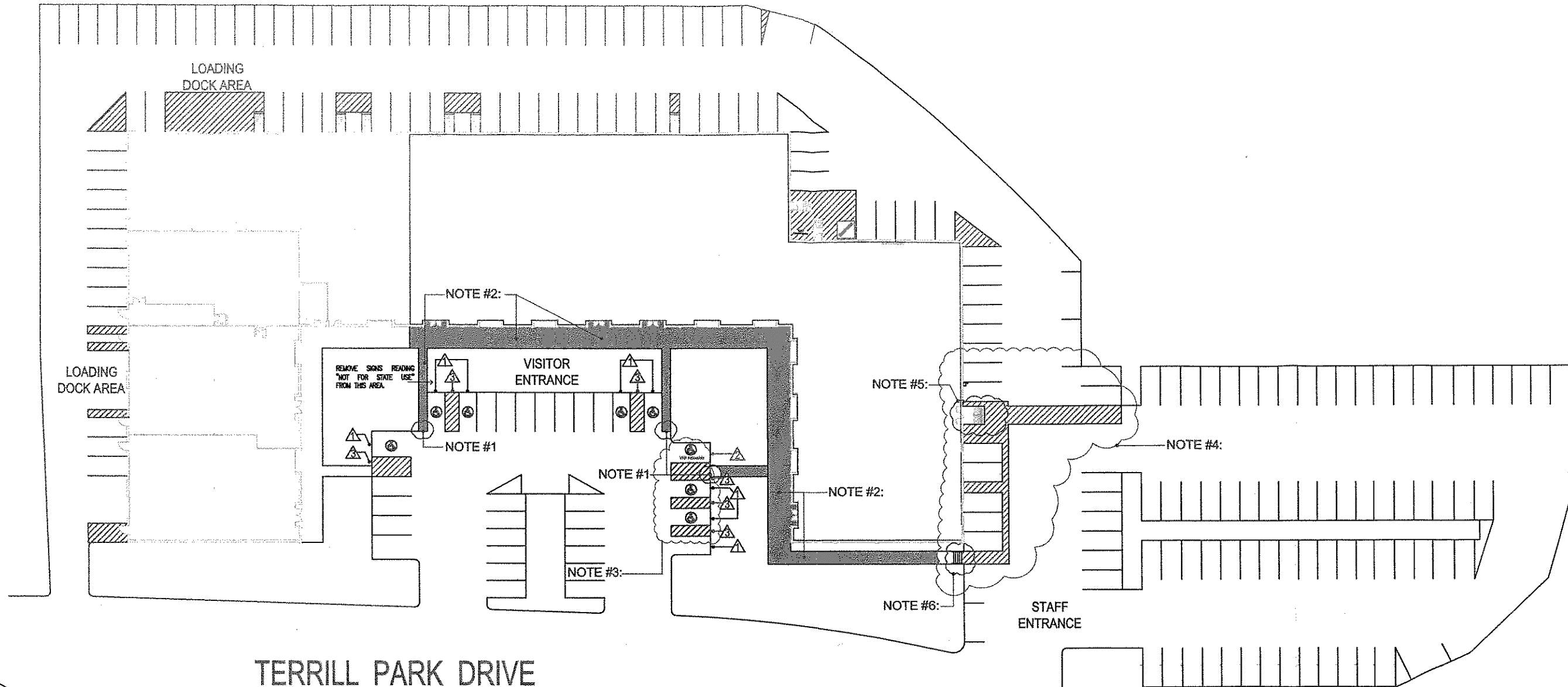
DATE  
10/14/15  
SCALE:  
NONE  
DRAWN:  
DW/JL  
CHK'D:

APPROVED BY

*[Signature]*  
Landlord Signature  
*[Signature]*  
Tenant Signature

11/24/15  
DATE  
12/11/15  
DATE

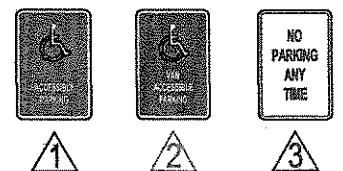




TERRILL PARK DRIVE

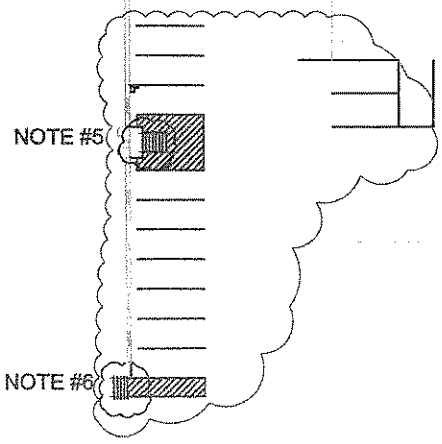
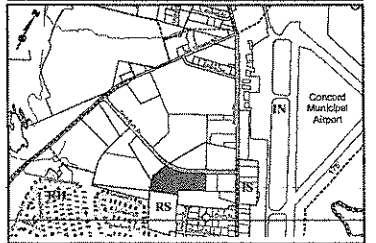


ACCESSIBLE PARKING SIGNS

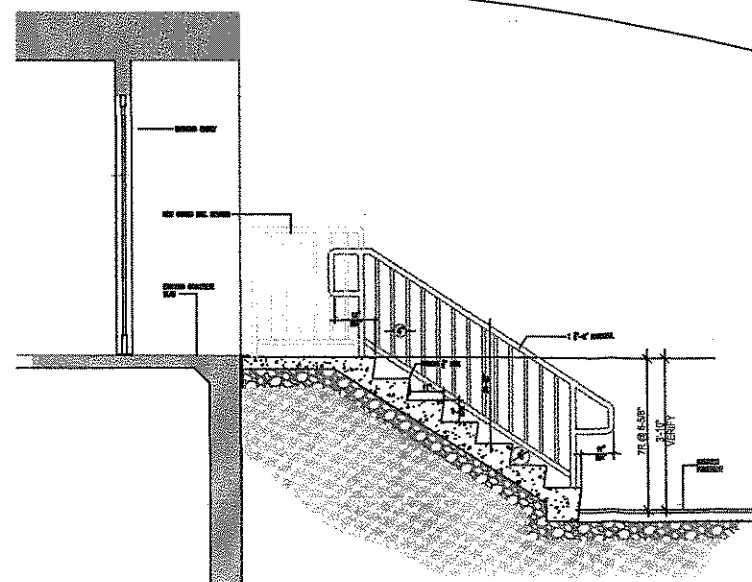


ALL EXISTING ACCESSIBLE PARKING SIGNS SHALL BE REPLACED AND/OR REMOVED AND INSTALLED IN ACCORDANCE WITH ALL NH CODE FOR BARRIER FREE DESIGN REQUIREMENTS.

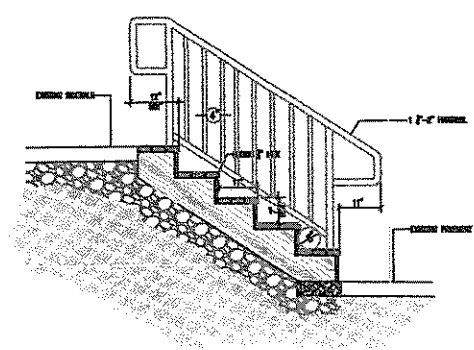
LOCUS PLAN



REVISED PARKING PLAN



CONCRETE OPTION STAIR & RAILING DETAIL



WOOD OPTION STAIR & RAILING DETAIL

- NOTE #1: PAVING TO CONCRETE TRANSITIONS ARE MARKED WITH UNACCEPTABLE SURFACE GAPS, CHIPPING AND/OR SPALLING. OWNER SHALL REMOVE & REPLACE (OR REPAIR) ASPHALT PAVING AND CONCRETE SURFACES AT ALL TRANSITIONS TO CREATE A SMOOTH TRANSITION BETWEEN SURFACES. NEW/REPAIRED AREAS SHALL BE IN CONFORMANCE WITH NH CODE FOR BARRIER FREE DESIGN REQUIREMENTS.
- NOTE #2: ALL EXISTING CONCRETE SIDEWALKS ARE MARKED WITH UNACCEPTABLE SURFACE GAPS, CHIPPING AND/OR SPALLING. OWNER SHALL REMOVE & REPLACE (OR REPAIR) CONCRETE SIDEWALK SURFACES TO CREATE A SMOOTH TRANSITION BETWEEN SURFACES. NEW/REPAIRED AREAS SHALL BE IN CONFORMANCE WITH THE NH CODE FOR BARRIER FREE DESIGN REQUIREMENTS.
- NOTE #3: OWNER SHALL MODIFY PAVEMENT AND PAVEMENT MARKINGS TO ALLOW FOR ACCESSIBLE PARKING WITH ACCESS AISLES GENERALLY AS SHOWN. ALL PARKING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE NH CODE FOR BARRIER FREE DESIGN REQUIREMENTS.
- NOTE #4: PAVING TO CONCRETE TRANSITION OWNER SHALL REMOVE ALL ACCESSIBLE SIGNS FROM THE PARKING AREA IDENTIFIED. REMOVE ALL PAVEMENT MARKINGS, STRIPING AND ACCESSIBLE SYMBOLS FROM PAVED SURFACE. PROVIDE NEW PAVEMENT MARKINGS IN THIS AREA GENERALLY AS SHOWN ON THE "REVISED PARKING AREA" BELOW.
- NOTE #5: EXISTING CONCRETE ENTRY STAIR TO BE REMOVED. PROVIDE AND INSTALL NEW ENTRY STAIR GENERALLY AS SHOWN (REFERENCE TYPICAL SECTION S1). NEW STAIR AND HANDRAILS SHALL BE IN CONFORMANCE WITH IBC 2009; AND THE NH CODE FOR BARRIER FREE DESIGN REQUIREMENTS.
- NOTE #6: EXISTING SITE STAIRS TO BE REMOVED. PROVIDE INSTALL/CONSTRUCT NEW STAIRS AT THIS LOCATION; GENERALLY AS SHOWN (REFERENCE TYPICAL SECTION S2). SITE STAIRS SHALL BE IN CONFORMANCE WITH IBC 2009 AND THE NH CODE FOR BARRIER FREE DESIGN REQUIREMENTS.

APPROVED BY  DATE: 10/15/15		DATE: 12/1/18
SCALE: NONE	DRAWN: DW/JL	CHECKED:
State of New Hampshire Department of Administrative Services Bureau of Facilities & Assets Management		
D H S Parking Diagram Plan 40 Terrill Park Drive Concord, New Hampshire 25,588 Square Feet		
Department of Health & Human Services Concord District Office 40 Terrill Park Drive Concord, New Hampshire 03301		
2015_CDO_Terrill_SP1_1018		
SP-1		