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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

January 2, 2015

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

Sole Source
JAN28'15 PM 1:59 DAS

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source**, amendment to the existing lease with Riverside Properties of Nashua, Inc., 22 Kehoe Avenue, Nashua, New Hampshire 03060 (Vendor #158064) for the Southern District Office space, by increasing the price limitation in the amount of \$300,042.00 to \$3,300,462.00 from \$3,000,420.00 and by extending the term six months to August 31, 2015, effective March 1, 2015 or upon governor and council approval, whichever is later, through August 31, 2015. Governor and Council approved the original lease on October 21, 2009 item #56. Funds are available in the following account for SFY 2015 and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets. *to General Fund Federal Funds*

05-95-95-953010-5685 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: COMMISSIONER, OFFICE OF ADMINISTRATION, MANAGEMENT SUPPORT

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2010	022-500248	Rents-Leases Other than State	\$200,028.00	\$ 0.00	\$200,028.00
SFY 2011	022-500248	Rents-Leases Other than State	\$600,084.00	\$ 0.00	\$600,084.00
SFY 2012	022-500248	Rents-Leases Other than State	\$600,084.00	\$ 0.00	\$600,084.00
SFY 2013	022-500248	Rents-Leases Other than State	\$600,084.00	\$ 0.00	\$600,084.00
SFY 2014	022-500248	Rents-Leases Other than State	\$600,084.00	\$ 0.00	\$600,084.00
SFY 2015	022-500248	Rents-Leases Other than State	\$400,056.00	\$200,028.00	\$600,084.00
SFY 2016	022-500248	Rents-Leases Other than State	\$ 0.00	\$100,014.00	\$100,014.00
Total			\$3,000,420.00	\$300,042.00	\$3,300,462.00

EXPLANATION

The Department of Health and Human Services provides health and human services to the clientele in the Southern Area of New Hampshire through its Division of Client Services, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services. The Department has occupied this Southern District Office location since 2009, currently housing one-hundred-sixty-five (165) employees. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for six months.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

January 2, 2015

Page 2

The amendment reflects an increase of six months in the term of the existing lease to facilitate the Department's finalization of the Request For Proposal process and subsequent submittal of any replacement lease to all authorizing authorities for receipt of required approvals. The Department will need a minimum of six months to complete such process. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$18.50 per square foot gross; the lease amendment rate remains the same for the term. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes, 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). The total square footage remains the same at 32,437 square feet.

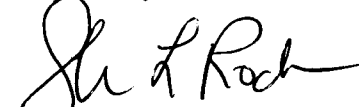
The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal in the New Hampshire Union Leader and the Telegraph in March 2008.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while finalizing the Request For Proposal. The area served by the Southern District Office is partial Hillsborough County and partial Rockingham County.

Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

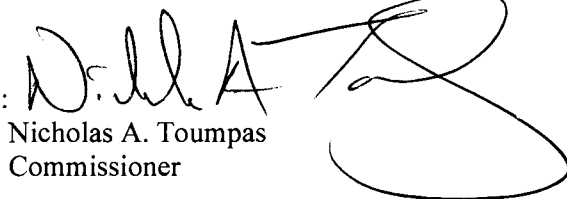
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Sheri L. Rockburn
Chief Financial Officer

Approved by:



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:	Riverside Properties of Nashua, Inc. 22 Kehoe Avenue Nashua, New Hampshire 03060
Location:	3 Pine Street Extension, Suite Q First and Second Floor Nashua, New Hampshire 03060
Monthly Rent:	Year 1 \$50,007.00
Square Footage:	32,437
Square Foot Rate:	Year 1 \$18.50
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing March 1, 2015 through August 31, 2015
Total Rent:	\$300,042.00

**DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT**

FROM: Mary Belec, Administrator II
Department of Administrative Services
Bureau of Planning and Management

DATE: January 28, 2015

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

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

LESSEE: Department of Health and Human Services, 129 Pleasant Street, Concord NH

LESSOR: Riverside Properties of Nashua, Inc., 22 Kehoe Avenue, Nashua, NH 03060

DESCRIPTION: Lease "Hold-Over" Amendment: Approval of the enclosed will authorize continued occupancy at the Departments' current "Southern District Office" comprised of 32,437 rental square feet of 1st and 2nd floor space located at 3 Pine Street Extension, Suite Q, Nashua, NH. During the extended term the Department will finalize their lease RFP process and thereafter submit any resulting proposed lease to all authorizing parties.

TERM: Six (6) months: commencing March 1, 2015 ending August 31, 2015

RENT: The current rate of approx. \$18.50 per square foot which is \$600,084.00 annually shall remain unchanged (0% escalation) for the extended term, payable as \$50,007.00 per month

JANITORIAL: included in annual rent

UTILITIES: included in annual rent

TOTAL: \$300,042.00 for the six (6) month term

PUBLIC NOTICE: Sole-Source amendment of current lease, however any subsequent renewal or new lease will conform to all required competitive RFP processes

CLEAN AIR PROVISIONS: None applicable to an amended term

BARRIER-FREE DESIGN COMMITTEE: No review required for an amended term

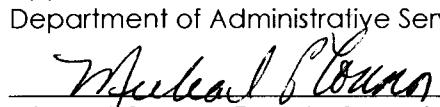
OTHER: Approval of the enclosed is recommended

The enclosed contract complies with the State of NH Division of Plant and Property Rules
And has been reviewed & approved by the Department of Justice.

Reviewed and recommended by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Department of Administrative Services


Michael Connor, Deputy Commissioner

AMENDMENT

This Agreement (the "Amendment") is dated January 5, 2015 and is by and between the State of New Hampshire acting through the Department of Health and Human Services, (the "Tenant") and Riverside Properties of Nashua, Inc., (the "Landlord") 22 Kehoe Avenue, Nashua, New Hampshire 03060.

Whereas, pursuant to a five-year Lease agreement (the "Agreement"), for 32,437 square feet of first and second floor space located at 3 Pine Street Extension, Suite Q, Nashua, New Hampshire (the "Premises") which was first entered into on September 3, 2009 and approved by the Governor and Executive Council on October 21, 2009, item #56, it was agreed to lease the Premises upon the terms and conditions specified in the Agreement in consideration of payment by the Tenant of certain sums as specified therein, and;

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's "Request for Proposal" (RFP) process and subsequent submittal of any replacement lease to all authorizing authorities for receipt of required approvals and;

The Tenant will need up to six (6) months to complete such process, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term is necessary to authorize the Tenant's continued lawful payment of rent and occupancy while processes are concluded;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the agreement set forth herein the Landlord and Tenant hereby agree to amend the Agreement as follows:

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, February 28, 2015 is hereby amended to terminate up to six (6) months thereafter, August 31, 2015. During the amended Term should the Parties hereto decide to enter into a lease replacing the Agreement, and such lease is subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "Occupancy Term" in such replacement lease, replaced by the terms and conditions of such lease upon that date.

Initial: SN
Date: 1/5/15

4.1 Rent: The current annual rent of \$600,084.00 which is approximately \$18.50 per square foot will remain the same during the amended term, prorated to a monthly rent of \$50,007.00 which shall be due on the first day of each month during the term. The first monthly installment shall be due and payable March 1, 2015 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The total amount of rent to be paid under the terms of this agreement shall not exceed six (6) months which is \$300,042.00

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initials: (S)3
Date: 1/5/15

IN WITNESS WHEREOF, the parties have hereunto set their hands;

TENANT: State of New Hampshire Department of Health and Human Services

Date: 1/21/15

By: Sh L Rock
Shen L. Rockburn, Chief Financial Officer

LANDLORD: Riverside Properties of Nashua, Inc.

Date: 1/21/15

By: Stephen Bonnette V.P.
Stephen Bonnette, President

Acknowledgement: State of New Hampshire, County of Hillsborough.

On (date) 1/7/2015, before the undersigned officer, personally appeared

Stephen J. Bonnette who satisfactorily
proved to be the persons identified above as the owners, and they personally executed this
document.

Signature of Notary Public or Justice of the Peace: Michelly Rodriguez De Jesus

Commission expires: Sep. 3, 2019 Seal:

Name and title of Notary Public or Justice of the Peace (please print):

Michelly Rodriguez De Jesus

Michelly Rodriguez De Jesus
Notary Public, State of New Hampshire
My Commission Expires Sept. 3, 2019

Approval by New Hampshire Attorney General as to form, substance and execution:

By: Megan A. Yade Assistant Attorney General, on 1/21/15

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Square Foot Rate</i>	<i>Monthly Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2015	3/1/2015	\$ 18.50	\$ 50,007.00		
	4/1/2015	\$ 18.50	\$ 50,007.00		
	5/1/2015	\$ 18.50	\$ 50,007.00		
	6/1/2015	\$ 18.50	\$ 50,007.00		\$ 200,028.00
2016	7/1/2015	\$ 18.50	\$ 50,007.00		
	8/1/2015	\$ 18.50	\$ 50,007.00	\$ 300,042.00	\$ 100,014.00
Total Rent					\$ 300,042.00

Initials: (114)
Date: 1/5/15



CERTIFICATE OF LIABILITY INSURANCE

RIVEPRO-01 MHUTCHINS

DATE (MM/DD/YYYY)

1/5/2015

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 Norton Insurance Agency 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME:		
	PHONE (A/C, No, Ext): (207) 829-3450	FAX (A/C, No): (207) 829-6350	
INSURED Riverside Properties of Nashua, Inc. 22 Kehoe Ave Nashua, NH 03060	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Netherlands		24171
	INSURER B: Peerless Insurance Company		24198
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER			CBP8930201	10/25/2014	10/25/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Ea person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			CBP8930201	10/25/2014	10/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTIONS 10,000			CU8930901	10/25/2014	10/25/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE \$ OTHER \$ 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)

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
Dept of Health and Human Services
129 Pleasant St.
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

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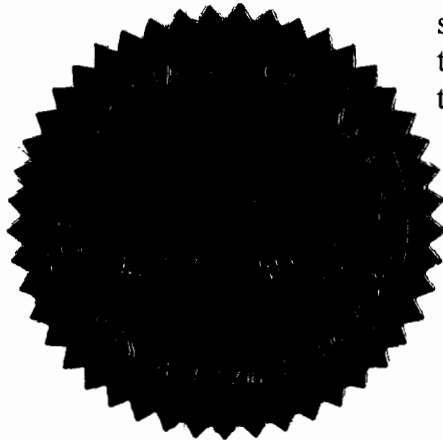
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RIVERSIDE PROPERTIES OF NASHUA INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 25, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of October, A.D. 2014



A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



State of New Hampshire 2014 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2014

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed

Date Filed: 03/04/2014

Business ID: 244855

William M. Gardner

Secretary of State

RIVERSIDE PROPERTIES OF NASHUA INC.

22 KEHOE AVE

NASHUA, NH 03060

ENTITY TYPE: CORPORATION

BUSINESS ID: 244855

STATE OF DOMICILE: NEW HAMPSHIRE

LAND ACQUISITION, REAL ESTATE, DEVELOPMENT

ADDRESS OF PRINCIPAL OFFICE:

22 KEHOE AVE

NASHUA, NH 03060

REGISTERED AGENT AND OFFICE:

REGA, STEVEN W, ESQ

2E TERNBERRY SQUARE

NASHUA, NH 03060

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

☐

The new mailing address

☐

The new principal office address

PO Box is acceptable.

OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE OFFICER BELOW)

V-PRES. Stephen James Bonnette

STREET 22 Kehoe Ave

CITY/STATE/ZIP Nashua Nh 03060

TREAS. Stephen James Bonnette

STREET 22 Kehoe Ave

CITY/STATE/ZIP Nashua Nh 03060

SECY. Stephen James Bonnette

STREET 22 Kehoe Ave

CITY/STATE/ZIP Nashua Nh 03060

PRES. Alvin Bonnette

STREET 22 Kehoe Ave

CITY/STATE/ZIP Nashua Nh 03060

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE DIRECTOR BELOW)

DIR. Stephen James Bonnette

STREET 22 Kehoe Ave

CITY/STATE/ZIP Nashua Nh 03060

NAME

STREET

CITY/STATE/ZIP

NAME

STREET

CITY/STATE/ZIP

NAME

STREET

CITY/STATE/ZIP

To be signed by an officer, director, or any other person authorized by the board of directors.
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here:

Stephen James Bonnette

Please print name and title of signer:

Stephen James Bonnette

VICE PRESIDENT

NAME

TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL):



024485520141006

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, 107 N. Main St., Room 204, Concord, NH 03301

Exhibit A

ACTION BY UNANIMOUS WRITTEN CONSENT OF DIRECTORS OF
RIVERSIDE PROPERTIES OF NASHUA, INC.

(In Lieu of Special Meeting)

The undersigned, being all of the Directors of Riverside Properties of Nashua, Inc. (The "Corporation"), a New Hampshire corporation take the following action by unanimous consent, in lieu of a special meeting of the Directors of the Corporation, as permitted by New Hampshire RSA 292-A: 8:21 :

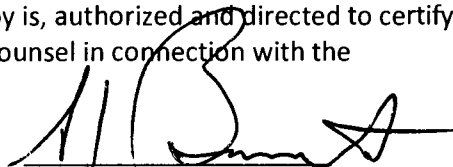
Voted: That Stephen J. Bonnette, as Vice President of the Corporation (the "Authorized Officer") is hereby authorized and directed to negotiate, execute and deliver, in the name and on behalf of the Corporation, all documents or instruments necessary or appropriate in his sole and absolute direction to effectuate the foregoing resolutions including, but not limited to, the promissory notes, mortgage deed and security agreements, ISDA Master Agreement and related documents and agreements.

Voted: That the Authorized Officer is hereby authorized and empowered in the name and on behalf of the Corporation to enter into one or more agreements with the State of N.H. in connection with lease signing for the Department of Health and Human Services.

Voted: That any and all actions heretofore or hereafter taken by the Authorized Officer of the Corporation consistent with the terms of the foregoing resolutions be, and they hereby are, ratified and confirmed as acts and deeds of the Corporation.

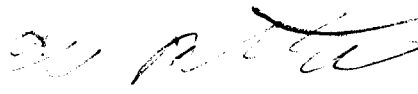
Voted: That the Secretary of the Corporation be, and he hereby is, authorized and directed to certify a copy of resolutions to third parties, including the Bank and its counsel in connection with the consummation of the agreement.

Dated: 11-30-14



Stephen J. Bonnette

DONALD J. DUNN, Jr., Justice of the Peace
My Commission Expires July 10, 2018



Alvin R. Bonnette

[View assistance for Search Results](#)

Search Results

Current Search Terms: riverside* properties* of nashua* Inc.*

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
StatusBy
Functional
Area - Entity
ManagementBy
Functional
Area -
Performance
Information

SAM | System for Award Management 1.0

IBM v1.P.23.20141126-1047

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





Nicholas A. Toumpas
Commissioner

James P. Fredyma
Controller

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4846 1-800-852-3345 Ext. 4846
Fax: 603-271-8149 TDD Access: 1-800-735-2964

10/21/09
#56
COPY

October 1, 2009

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a new lease with Riverside Properties of Nashua, Inc., 22 Kehoe Avenue, Nashua, New Hampshire 03060 (Vendor #158064) in the amount of \$3,000,420.00 commencing effective November 1, 2009 and to end five years and four months thereafter on February 28, 2015. Occupancy of the premises and commencement of rental payments shall be four months thereafter, March 1, 2010, following completion of all specified renovations. Funds are available in the following account for SFY 2010 and SFY 2011 and are anticipated to be available in SFY 2012 through SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets.

05-95-95-953010-5685 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: COMMISSIONER, OFFICE OF ADMINISTRATION, MANAGEMENT SUPPORT

Fiscal Year	Class/Object	Class Title	Total
SFY 2010	022-500248	Rent&Leases Other than State	\$200,028.00
SFY 2011	022-500248	Rent&Leases Other than State	\$600,084.00
SFY 2012	022-500248	Rent&Leases Other than State	\$600,084.00
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SFY 2015	022-500248	Rent&Leases Other than State	<u>\$400,056.00</u>
Total			\$3,000,420.00

EXPLANATION

The Department of Health and Human Services, Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services will house one hundred sixty-five (165) employees at the Nashua District Office.

As required by Administrative Rule Adm 610.06 "Public Notice" on March 14 and 21, 2008, a space search was conducted through newspaper advertisements in the New Hampshire Union Leader and The Telegraph (see attached Advertising Schedule). The Department submitted the advertisement to the Department of



Administrative Services for inclusion on the web page <http://www.state.nh.us/das/bpm/index.html> for broadened exposure. The Department also placed the Request For Proposal (RFP) on its RFP web page.

The space search produced the following responses: the existing landlord Cameron Real Estate, Inc. of 400 Amherst Street, Nashua, New Hampshire submitted an *as is* response only; a response from Riverside Properties of Nashua, Inc., of 22 Kehoe Avenue, Nashua, New Hampshire with a proposal for space located at 5 Pine Street Extension, #6 Mill West in Nashua; and a proposal from Brady Sullivan Properties, 670 Commercial Street, Manchester, New Hampshire for property located at 160 Burke Street in Nashua. Cameron Real Estate did not provide a valid response to the RFP, only an *as is* response, Brady Sullivan Properties proposal did not meet the needs of the Department relative to the layout of the structure, its accessibility to clients and its parking allocation provided a hazardous path from the lot to the facility, dangerous for staff and clients. Riverside Properties of Nashua, Inc. provided the only viable proposal with the best location to service the Department's clients, with adequate parking and a facility that meets the accessible needs of clients and staff. Therefore, the Department pursued a new lease with Riverside Properties of Nashua, Incorporated. James Fredyma, Controller for the Department of Health and Human Services and David Clapp, Bureau Chief for the Department of Administrative Services, Bureau of Facilities and Assets Management, reviewed the proposals.

The lease rate is structured to be payable as a gross lease inclusive of heat, electricity, janitorial services, real estate taxes, insurance and common area maintenance. The lease rate is \$18.50 per square foot gross, fixed for the five-year term with no escalators. The square footage of the new office is 32,437. The proposal includes the total renovation of the existing structure with the Department occupying the entire first floor section of the building and the entire second floor. There are no options attached to this lease.

The current Nashua District Office facility located at 19 Chestnut Street in Nashua provides insufficient use of the existing space with limited security. The interview rooms have no secure access and no secure hallway separating staff and clients. The neighborhood is plagued by a shortage of adequate parking for clients and staff, inclusive of on-street parking. Often staff has been threatened when parking on the street adjacent to apartment complexes. The District Office parking lot is also inundated by vehicle break-ins and thefts. Other illicit behavior has also been noted in plain view of the District Office. The new location will remove the District Office from this location to a more business-like neighborhood best suited for clients and staff of the Department.

As part of this lease renewal agreement, a special provision (Exhibit E) will allow DHHS to request minor alterations, renovations and modifications to be made by the Landlord at DHHS' expense (not to exceed \$5,000 per year) without amending the amount of this contract.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
October 1, 2009
Page 3

Approval of this new lease agreement will allow the Department to move to a new location, better suited for the distribution the Department's services and in an accessible, secure and confidential environment.

The area serviced by the Nashua District Office is fifty percent of Hillsborough County and partial Rockingham County.

Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

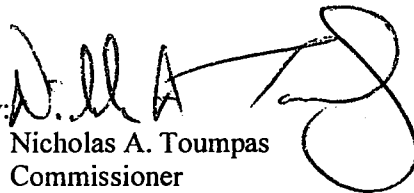
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



James P. Fredyma
Controller

Approved by:



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.

Request for Proposal

Wanted to rent in Nashua, New Hampshire for a term of five (5) or alternately ten (10) years, approximately 23,900 to 28,750 square feet of space for use by the State of NH Department of Health and Human Services (DHHS) to provide a new District Office. All interested parties must offer the option of either a 5 or 10 year lease term which shall commence after approval by the Governor and Executive Council, with a delay in Tenant occupancy thereafter for completion of construction and/or renovation of no more than twelve (12) months. The space offered must be renovated to meet State's programmatic 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, (603 271-4821) or alternately, obtain the specifications by logging on to the State's lease WEB site at: <http://admin.state.nh.us/bpm/index.asp>. Any and all Letters of Interest regarding this request must be received by 2:00 p.m. on Monday, April 14, 2008. The State of NH reserves the right to accept or reject any or all proposals.

Ad Placement schedule:

	Run 1	Run 2
The New Hampshire Union Leader	Friday 3/14/08	Friday 3/21/08
Manchester, NH		
The Telegraph	Friday 3/14/08	Friday 3/21/08
Nashua, NH		

LEASE SPECIFICS

Landlord:	Riverside Properties of Nashua, Inc. 22 Kehoe Avenue Nashua, New Hampshire 03060
Location:	5 Pine Street Extension, #6 Mill West First and Second Floor Nashua, New Hampshire 03060
Monthly Rent:	Year 1 \$50,007.00 Year 2 \$50,007.00 Year 3 \$50,007.00 Year 4 \$50,007.00 Year 5 \$50,007.00
Square Footage:	32,437
Square Foot Rate:	Year 1 \$18.50 Year 2 \$18.50 Year 3 \$18.50 Year 4 \$18.50 Year 5 \$18.50
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing March 1, 2010 through February 28, 2015
Total Rent:	\$3,000,420.00

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 3rd day of September, 2009, by the following parties:

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

Name: Riverside Properties of Nashua, Inc.

(if corporation, give full corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 22 Kehoe Avenue

Street Address *(if corporation, give principal place of business)*

<u>Nashua</u>	<u>NH</u>	<u>03060</u>	<u>(603) 882-2991</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: Department of Health and Human Services

Address: 129 Pleasant Street

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

<u>Concord</u>	<u>NH</u>	<u>03301</u>	<u>(603) 271-4213</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: 5 Pine Street Extension, #6 Mill West, First and Second Floor

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

<u>Nashua</u>	<u>NH</u>	<u>03060</u>
City	State	Zip

The demise of the premises consists of approximately 32,437 square feet

(give square footage of the leased space, and attach a floor plan as "Exhibit A")

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. A floor plan depicting the premises and delineating the extent of the leased space, is attached as Exhibit A hereto, and made a part hereof.

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

3.1 **Term:** TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of Five years, 4 months year(s), commencing on the 1st day of November, in the year 2009, and ending on the 28th day of February, in the year 2015, unless sooner terminated in accordance with the Provisions hereof.

3.2 ~~**Delay in Occupancy:** If for any reason including, but not limited to, Landlord's failure to complete preparation of the premises for occupancy by the Tenant, the Landlord shall be unable to deliver possession of the premises on the date of commencement of this lease, the date for commencement of the Term and the time for performance of all conditions and covenants of Tenant hereunder shall at the Tenant's option, be postponed until possession of the Premises is given, or until such reasonable time as the Landlord shall complete all necessary preparations.~~

See Exhibit E for text replacing Section 3.2.1 "Delay in Occupancy"

3.2.1 Delay in Occupancy, Commencement Date Extensions: ~~SELECTED~~ ☐

(optional clause, replaces 3.2 above, applicable only if the selection box is marked)

If for any reason whatsoever, the Landlord shall be unable to give possession of the Premises to the Tenant on the date set for commencement of the Term hereunder, the date for commencement of the Term and for The performance of all obligations of the parties hereunder shall be extended for a predetermined number of days, herein agreed to as _____ days, except that Tenant's obligation to pay rent shall not commence until the premises are available for full occupancy. If the premises are not available for full occupancy by the Tenant after the number of days has passed, this Lease shall terminate and shall be null and void without recourse to the parties hereto.

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3.3 Extension of Term: The Tenant shall have the option to extend the Term for *(insert text)* Zero Additional term(s) of Zero 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.

3.4 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 the Term, and any extensions 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, Additional Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") of \$ See Exhibit B payable in advance at the Landlord's address set forth in section 1 above, in equal monthly installments of \$ See Exhibit B The first such installment to be due and payable on the following date: *(insert month, date and year)* March 1, 2010. If the Rent varies during the Term, or any extended Term, or requires further definition for any other reason, it shall be as set forth in a "Schedule of Annual Rent", made part of and attached herein as "Exhibit B".

4.2 Additional Rent: *(optional escalation, applicable only if the selection box is marked)* ☐ ~~SELECTED~~

The Tenant hereby agrees that during the Term hereof or any extended Term, the Tenant shall pay the Landlord an additional rent hereunder, which shall be the sum of the following:

4.2.1 Tenant's Share of Increased Operating Expenses: The Tenant agrees that a pre-established percentage of any increase in the Landlord's operating expenses over the cost of such expenses at the commencement of the Term, shall be paid to the Landlord. This percentage shall be hereinafter referred to as the "Tenant's Prorated Share" and shall be as defined in section 4.2.3 herein. Operating Expenses shall be defined for the purpose of this Lease as follows: *(insert definition in the space provided, or define in "Exhibit B" herein)* _____

4.2.2 Tenant's Share of Increased Taxes: The Tenant shall pay the Prorated Share of any increase in real estate taxes levied against the building of which the Premises are a part, this increase shall be based upon taxes exceeding those incurred or levied during the tax year ending on the following date: *(insert date)* _____

4.2.3 Determination of Prorated Share: Tenant's Prorated Share, used to determine the Tenant's share of additional operating expenses and increased taxes under sections 4.2.1 and 4.2.2, represents the ratio of The total square footage of the Premises against the total square footage of the building of which the Premises are a part.

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4.2.4 Procedure for requesting Additional Rent: The Landlord shall give the Tenant written notice at least 30 working days in advance of any increase in rent, including within such notice all relevant documents as evidence of the validity of the request. After the Tenant receives the Landlord's notification of increased expenses or taxes, the Tenant shall make payment on the increases in equal installments corresponding to the payments of the Rent hereunder. Payment of increases shall begin with the next installment of Rent which is due at least thirty (30) days after the receipt of notice. Notwithstanding the foregoing, nothing contained herein shall obligate the Tenant to pay any increases in taxes due to improvements made by the Landlord (except for improvements made to, or benefiting the Premises) or any increase in operating expenses due to increased use. Any annual increase hereunder shall be prorated should the Lease terminate before the end of the calendar year.

4.2.5 Rebate or Refund of Rent to the Tenant: If the Landlord receives any rebate, credit or refund of The said taxes or operating expenses, the Landlord shall refund to the Tenant the prorated share of any such rebate, credit, or refund. If said rebate should result in a permanent reduction to the afore mentioned operating costs or taxes, the Rent hereunder shall be reduced in a corresponding manner.

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5. Conditional Obligation of the State:

Notwithstanding the provisions of Section 4 or anything contained in this lease to the contrary, it is hereby expressly understood and agreed by the Landlord that the existence and continuance of this Lease and the obligations of the Tenant hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire (and if applicable, the availability of Federal funds) that are made available for this purpose, and that neither the State nor the Tenant shall be liable for payments under this Lease except from such funds. In the event that any portion of such funds are terminated, 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. 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 and has served the required notice to the Landlord, the Tenant shall vacate all or part of the Premises within the 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 clauses below, indicating the selection with an "x")

☐ The Landlord shall furnish, and the Tenant shall remit reimbursement for, all utilities except those listed Below:

OR: See Exhibit E for text modifying Section 6 "Utilities"

☒ The Landlord shall at his own and sole expense furnish all utilities, except those listed below:

Utilities and maintenance items not included in the statement selected above shall be defined as the following: (document the utilities not to be provided in the space below, or further define in Exhibit E)

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

The Landlord agrees to furnish heat and air-conditioning to the Premises. In accordance with industry standards (The American Industrial Hygiene Association or AIHA and The American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHREA) the temperature of the Premises during the Tenant's business hours shall be maintained within the range of 68 to 75 degrees F, and humidity shall be within the range of 20 to 60 percent. Heating and air-conditioning shall also be provided to the common hallways, stairways, elevators and lavatories during the Tenant's business hours. Tenant agrees that provision of heat 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 ASHREA and AIHA standards, and maintained at levels that provide consistent compliance with the State of New Hampshire's "Clean Air Standards" (RSA 10:B). If the premises are not equipped with an air handling systems that provides air-conditioning and humidity control, then the foregoing requirements for cooling and artificially controlled humidity do not apply.

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7. **Use of Premises; Compliance with Laws and Regulations Affecting the Same:**

7.1 **Use of Premises:** The Tenant shall use the premises for the purpose of *(write in the intended use of the leased premise in the space provided)* 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:**

8.1 **Maintenance by the Landlord:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including all "common" building spaces such as parking areas, walkways, interior public lobbies, and restrooms, and including all hallways, passageways, stairways, and which provide access to the Premises. The Landlord shall keep all sidewalks, entrances, roadways, and parking areas free of refuse, snow and ice at all times, and maintain all lawns, grass areas and shrubs, hedges or trees in suitable condition and appearance. 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 Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority, 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, the 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 is to include any and all pest control, which may be necessary within the leased facility. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" and the State of New Hampshire's "Clean Air Standards" (RSA 10:B) shall be performed regularly and with due diligence, in order to insure continuity of compliance with these laws. All Heating and Ventilation System air ducts shall be cleaned and all air filters replaced, on a quarterly basis. Maintenance within the Premises is to include the complete repainting of all interior spaces once every five years of the Term, if requested by the Tenant.

See Exhibit E herein for additional provisions to Section 8.1.

8.2 **Janitorial Services:** *(Select one of the options below by marking the appropriate box)*

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

☐ Janitorial Services shall be the Tenant's responsibility.

8.3 **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 fifteen (15) 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 Landlord fails to reimburse Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment, reimbursing the Landlord only after the cost of repair expenses have been recovered.

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

9.1 **Manner of Work:** All alterations, additions or improvements, whether they are Tenant's or Landlord's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, and State statute's and local, 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 alterations. The said alterations shall not weaken or impair the structure of the Premises, substantially lessen its value, or change the purpose for which it is used. All alterations, additions or improvements shall be made in a good, careful, proper and workmanlike manner, and in accordance with the plans, specifications and schedules, which shall be attached herein as Exhibit D Part III. Alterations to existing buildings and facilities shall comply with the following:

9.1.1 No alteration shall be undertaken which decreases, or has the effect of decreasing, accessibility or usability of a building or facility below the requirements for new construction at the time of the alteration.

9.1.2 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 all applicable provisions from the "Americans with Disabilities Act", "Accessibility Guidelines", Section 4.1.1 to 4.1.3 "Minimum Requirements" (for new construction).

9.1.3 The Landlord, 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.

9.2 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. The said property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. The Tenant shall leave the Premises in good order and condition, and shall repair any and all damages caused by said removal of property.

10. Improvements to the Premises: ☒ **Selected** (*applicable only if the "improvements" are to be performed and paid for by the landlord*) The Tenant and Landlord have agreed that prior to the commencement of the Term, the Landlord will make certain additions, alterations, and 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 as described in detail within the specifications and plans for improvements set forth, or attached as, Exhibit D Part III hereto. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

10.1 Plans, Standard of Work, etc.: All improvements shall be made at the Landlord's expense and in compliance with the provisions of section 9.1 contained herein.

10.1.1 Schedule for Completion: All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto, and unless otherwise specified therein, shall be completed on or before the date set forth in 3.1 for the commencement of the Term.

See Exhibit E herein for additional provisions to Section 10.1.1.

10.2 Landlord's Delay in Completion; Tenant's Options:

10.2.1 Extension of Time for Completion: If for any reason other than the neglect or fault of the Landlord, the Landlord shall be unable to complete the improvements in accordance with the provisions set forth in Exhibit D, this lease shall at the option of either party, be extended for a period of (*insert number of days the contract shall be extended*) Sixty (60) days, to allow additional time for the Landlord to complete the improvements. The Landlord shall give the Tenant written notice of the delayed occupancy date at least (*insert number of days needed for effective notice*) Thirty (30) days in advance of the originally scheduled date. The Tenant may however, elect to occupy the Premises "as is", subject to terms and conditions set forth in 10.2.2.B.

10.2.2 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 Exhibit D, or any other provisions of 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, in which event the rent hereunder shall be decreased by the 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 its' 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: In accordance with paragraph 3.2 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.~~

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See Exhibit E herein for additional provisions and supplemental text replacing "11 Quiet Enjoyment".

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 shall be removed by the Tenant, at the Tenant's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant.

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 of 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 of 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 its sole cost and expense, maintain 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. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and two million (\$2,000,000) per incident. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein as "Exhibit F".~~

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See Exhibit E for text replacing and modifying Section 15

- 15.1 **Waiver of Subrogation:** (optional clause, applicable only if selected) ☐ Selected

Any insurance carried by either party with respect to the Premises and property therein, or occurrences thereon, shall if the other party so requests and it can be so written without additional premium, (or with additional premium, provided the other party agrees to pay the premium) include a clause or endorsement denying the insurer rights of subrogation against the other party, to the extent the rights have been waived by the insured prior to occurrence of injury or loss. Notwithstanding any provision of this Lease to the contrary, each party hereby waives any rights of recovery against the other for injury or loss which are due to causes and hazards covered by insurance.

16. **Indemnification:** Landlord will save Tenant harmless and will indemnify Tenant from and against any and all 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.

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- 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, omissions, fault, negligence or misconduct of the Tenant or its agents, servants, and 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.
- 17. Fire, Casualty and Eminent Domain:** Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, causality 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, causality, or taking, until such time as the Landlord repairs the Premises, provided however, that the Tenant may elect to terminate this lease if:
- 17.1 Landlord's Failure to Provide:** The Landlord fails to provide written notice within thirty (30) days of the causal event of his intention to restore the Premises, or:
- 17.2 Landlord's Failure to Repair:** The Landlord fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, causality, or taking. 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:
- 18.1.1 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:
- 18.1.2 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.

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 surrender the Premises to the Landlord, together with 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 and shall repair any damage caused by such removal. The Tenant's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.
20. **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. .
21. **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.
22. **Miscellaneous:**
- 22.1 **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.
- 22.2 **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.
- 22.3 **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.
- 22.4 **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.
- 22.5 **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 22.6 **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.
- 22.7 **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.
- 22.8 **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.
- 22.9 **Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease are set forth in Exhibit E attached hereto.
- 22.10 **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 adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

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: (give full name and title)

David S. Clapp, Bureau Chief BFAM
David S. Clapp, Bureau Chief, BFAM

LANDLORD: (give name of either the corporation or the individual) Riverside Properties of Nashua, Inc.

Authorized by: (give full name and title)

Peter M. Bonnette
Peter M. Bonnette, President

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) 3rd September 2009, appeared before

me (print full name of notary) Julie E. Boland the undersigned officer personally

appeared (insert Landlord's signature) Peter M. Bonnette

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

Riverside Properties of Nashua Inc 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)

Julie E. Boland 10/22/2013

APPROVALS:

For recommendations regarding approval submitted by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability", see the letter attached hereto as "Exhibit G".

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

Approval date:

10/6/09

Approving Attorney:

[Signature]

Approved by the Governor and Executive Council:

Approval date:

OCT 21 2009

Signature of the Deputy Secretary of State:

[Signature]

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

EXHIBIT A

1. The TOTAL Demise of Premises for the Tenant (Department of Health and Human Services) shall be 32,437 square feet of useable space. The allocation and layout of the space described herein is illustrated in the attached floor plan "Exhibit A-1, "Demised of Tenant Premises".
2. The Demise of the Premises shall include the Landlord's provision for 190 on-site parking spaces dedicated for the tenant's exclusive use, parking spaces are shown on the attached plan titled: "Exhibit A-2, Demise of Premises – Site and Parking Plan". The Landlord shall be responsible for keeping the dedicated spaces free from use by unauthorized parties. Use of the parking spaces shall be at no additional charge, included in the annual rent.

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EXHIBIT A-1

DEMISE OF TENANT PREMISES
FIRST FLOOR PLAN

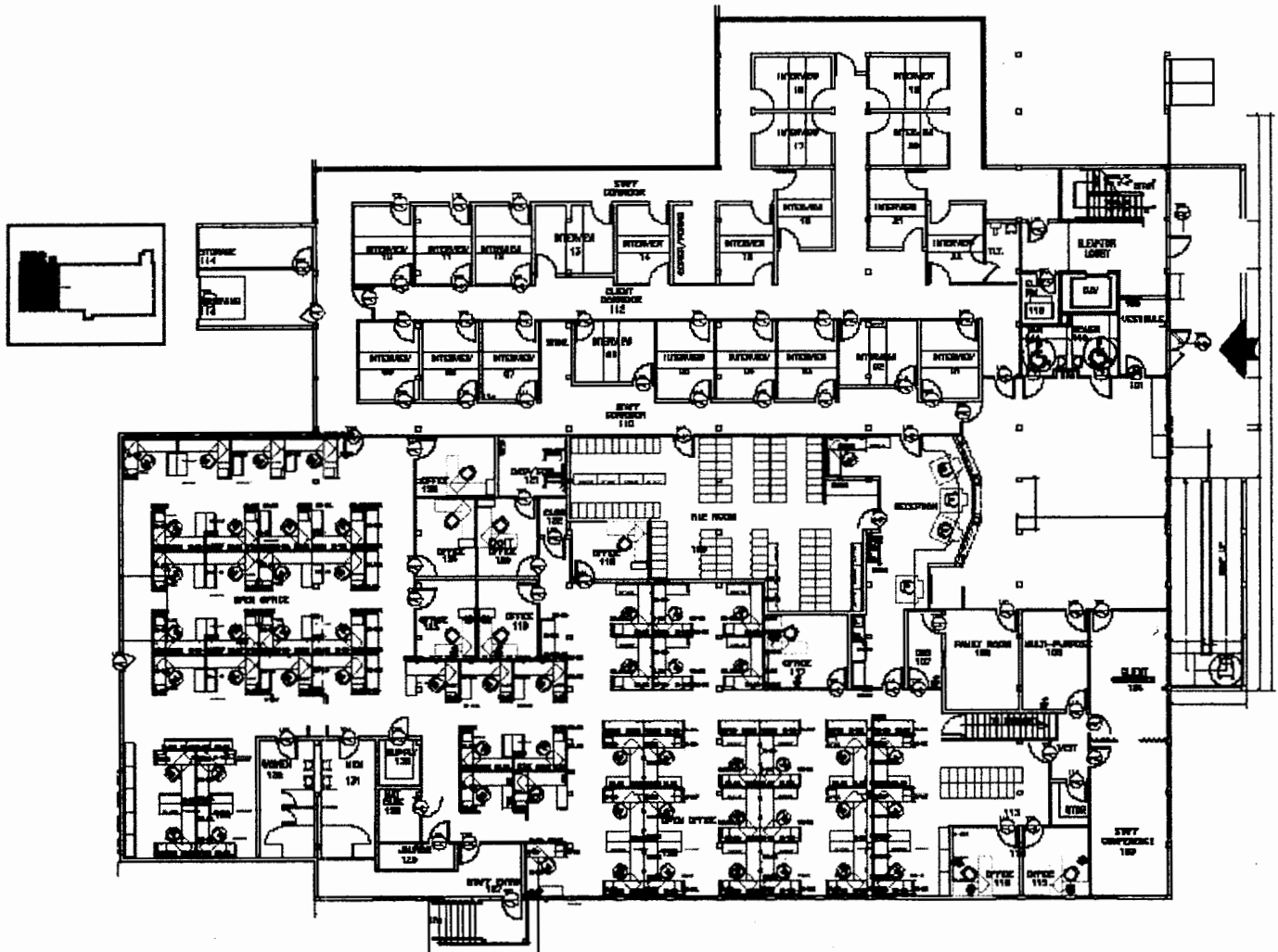
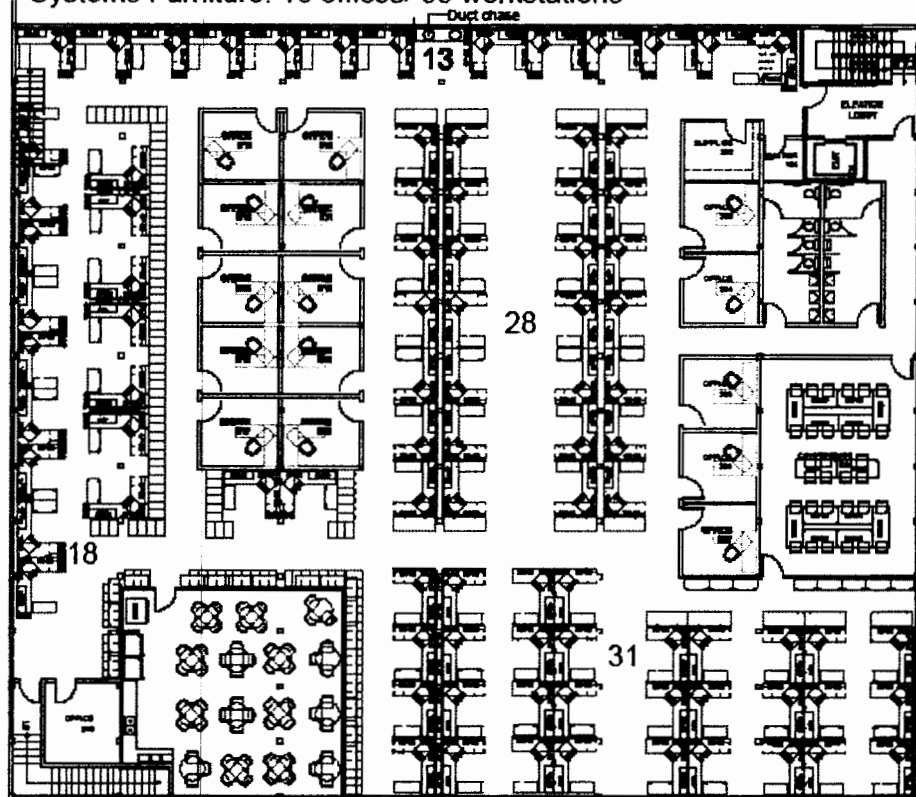


EXHIBIT A-1

DEMISE OF TENANT PREMISES
SECOND FLOOR PLAN

Systems Furniture: 16 offices/ 90 workstations



SECOND FLOOR PLAN

EXHIBIT A-2

DEMISE OF TENANT PREMISES – SITE AND PARKING PLAN

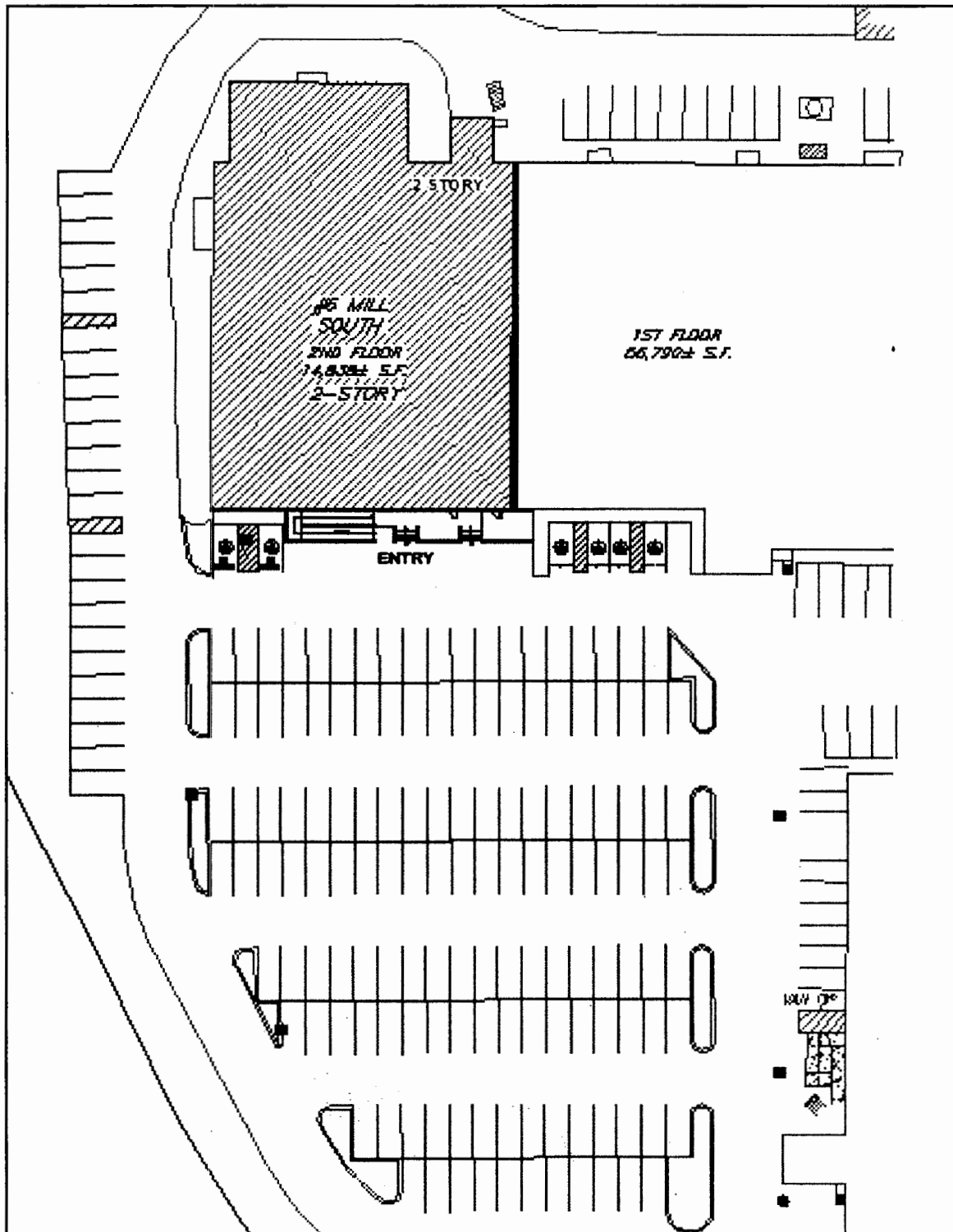


EXHIBIT B

RENTAL SCHEDULE

The Premises are comprised of approximately 32,437 square feet of space (as set forth in "Section 2" and "Exhibit A" 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".

As provided by Section 3.2.1 herein after commencement of the Agreement herein the Term for the Tenant's occupancy and commencement of rental payments shall be delayed until March 1, 2010, thereby providing the Landlord time for construction and substantial completion of the renovations specified in Exhibit D herein.

The "Rent" set forth in the following includes but is not limited to the Landlord's provision (at no extra charge) of all heating fuel, electricity, janitorial services all Common Area Maintenance charges inclusive of, insurance, property taxes, and water and sewer services for the Premises. The Tenant shall be responsible for making direct, separate payments to the providers of data/telecommunications services for the Premises.

The rent due for the Premises during the five-year Term shall be as follows:

<u>Term</u>	<u>Dates</u>	<u>Approximate Cost Per Square Foot</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
Year 1	3/1/10 – 2/28/11	\$18.50	\$ 50,007.00	\$600,084.00
Year 2	3/1/11 – 2/29/12	\$18.50	\$50,007.00	\$600,084.00
Year 3	3/1/12 – 2/28/13	\$18.50	\$50,007.00	\$600,084.00
Year 4	3/1/13 – 2/28/14	\$18.50	\$50,007.00	\$600,084.00
Year 5	3/1/14 – 2/28/15	\$18.50	\$50,007.00	<u>\$600,084.00</u>
Total five-year term:				\$3,000,420.00

ATTACHMENT TO EXHIBIT B
TENTANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS

<i>State Fiscal Year</i>	<i>Month</i>	<i>Square Foot</i> <i>Rate</i>	<i>Monthly</i> <i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2010	3/1/2010	\$ 18.50	\$ 50,007.00		
	4/1/2010	\$ 18.50	\$ 50,007.00		
	5/1/2010	\$ 18.50	\$ 50,007.00		
	6/1/2010	\$ 18.50	\$ 50,007.00		<u>\$ 200,028.00</u>
2011	7/1/2010	\$ 18.50	\$ 50,007.00		
	8/1/2010	\$ 18.50	\$ 50,007.00		
	9/1/2010	\$ 18.50	\$ 50,007.00		
	10/1/2010	\$ 18.50	\$ 50,007.00		
	11/1/2010	\$ 18.50	\$ 50,007.00		
	12/1/2010	\$ 18.50	\$ 50,007.00		
	1/1/2011	\$ 18.50	\$ 50,007.00		
	2/1/2011	\$ 18.50	\$ 50,007.00	<u>\$ 600,084.00</u>	
	3/1/2011	\$ 18.50	\$ 50,007.00		
	4/1/2011	\$ 18.50	\$ 50,007.00		
	5/1/2011	\$ 18.50	\$ 50,007.00		
	6/1/2011	\$ 18.50	\$ 50,007.00		<u>\$ 600,084.00</u>
2012	7/1/2011	\$ 18.50	\$ 50,007.00		
	8/1/2011	\$ 18.50	\$ 50,007.00		
	9/1/2011	\$ 18.50	\$ 50,007.00		
	10/1/2011	\$ 18.50	\$ 50,007.00		
	11/1/2011	\$ 18.50	\$ 50,007.00		
	12/1/2011	\$ 18.50	\$ 50,007.00		
	1/1/2012	\$ 18.50	\$ 50,007.00		
	2/1/2012	\$ 18.50	\$ 50,007.00	<u>\$ 600,084.00</u>	
	3/1/2012	\$ 18.50	\$ 50,007.00		
	4/1/2012	\$ 18.50	\$ 50,007.00		
	5/1/2012	\$ 18.50	\$ 50,007.00		
	6/1/2012	\$ 18.50	\$ 50,007.00		<u>\$ 600,084.00</u>
2013	7/1/2012	\$ 18.50	\$ 50,007.00		
	8/1/2012	\$ 18.50	\$ 50,007.00		
	9/1/2012	\$ 18.50	\$ 50,007.00		
	10/1/2012	\$ 18.50	\$ 50,007.00		
	11/1/2012	\$ 18.50	\$ 50,007.00		
	12/1/2012	\$ 18.50	\$ 50,007.00		
	1/1/2013	\$ 18.50	\$ 50,007.00		
	2/1/2013	\$ 18.50	\$ 50,007.00	<u>\$ 600,084.00</u>	
	3/1/2013	\$ 18.50	\$ 50,007.00		
	4/1/2013	\$ 18.50	\$ 50,007.00		
	5/1/2013	\$ 18.50	\$ 50,007.00		
	6/1/2013	\$ 18.50	\$ 50,007.00		<u>\$ 600,084.00</u>
2014	7/1/2013	\$ 18.50	\$ 50,007.00		
	8/1/2013	\$ 18.50	\$ 50,007.00		
	9/1/2013	\$ 18.50	\$ 50,007.00		
	10/1/2013	\$ 18.50	\$ 50,007.00		
	11/1/2013	\$ 18.50	\$ 50,007.00		

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	12/1/2013	\$	18.50	\$	50,007.00		
	1/1/2014	\$	18.50	\$	50,007.00		
	2/1/2014	\$	18.50	\$	50,007.00	\$	600,084.00
	3/1/2014	\$	18.50	\$	50,007.00		
	4/1/2014	\$	18.50	\$	50,007.00		
	5/1/2014	\$	18.50	\$	50,007.00		
	6/1/2014	\$	18.50	\$	50,007.00	\$	600,084.00
2015	7/1/2014	\$	18.50	\$	50,007.00		
	8/1/2014	\$	18.50	\$	50,007.00		
	9/1/2014	\$	18.50	\$	50,007.00		
	10/1/2014	\$	18.50	\$	50,007.00		
	11/1/2014	\$	18.50	\$	50,007.00		
	12/1/2014	\$	18.50	\$	50,007.00		
	1/1/2015	\$	18.50	\$	50,007.00		
	2/1/2015	\$	18.50	\$	50,007.00	\$	600,084.00
						\$	400,056.00
Total Rent						\$	3,000,420.00
						\$	3,000,420.00

EXHIBIT C

JANITORIAL SERVICES: *If janitorial services for the leased space are to be provided by the Landlord, (as stipulated in section 8.2 herein) define what those services will be, and how often they will be performed.*

Janitorial services to be provided by Landlord as described in Attachment I "Statement of Work for Janitorial Services" herein. All janitorial services shall be provided by the Landlord as described in "Attachment I" at no additional cost to the Tenant, said cost is included in the "rent" as set forth in Exhibit B herein.

**EXHIBIT C
ATTACHMENT I**

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.
 - G. 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.
 - H. 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.
 - I. Resilient Floor Coverings - Includes linoleum - plastic asphalt, rubber and cork.
 - J. 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 State 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.

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.

A. Safeguarding by building standard lockset shall be provided, providing the storage area is used exclusively by the LANDLORD.

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. DEFECTIVE WORK AND DAMAGES: The Department of Health and Human Services will require correction of defective/insufficient work or damages to any part of a building or its appurtenances when caused by LANDLORD's employees, equipment or supplies. The LANDLORD will place, in satisfactory condition, all defective/insufficient work and damages rendered thereby, or any other damages incurred. Upon failure of LANDLORD to proceed immediately with corrections, the Department of Health and Human Services may withhold any amount necessary to correct all defective/insufficient work or damages from payments due or to become due to the LANDLORD.

1-11. 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.

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.

1-12. 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. (Resilient floors may be dry cleaned provided 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.
- 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. Burned-Out Lights - Incandescent and fluorescent lamps will be furnished and replaced by the LANDLORD.
- U. Turning off Lights - Janitorial staff shall be responsible to turn off interior lights post the conclusion of their nightly operations.

- 1-13. 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.
- 1-14. LOST, FOUND OR MISSING ARTICLES: The LANDLORD will be responsible in the event of theft of State property or personal property by his employees. All unclaimed articles found in or about the work areas by the LANDLORD will be turned in immediately to the Department's Manager of Administration.
- 1-15. SNOW AND ICE REMOVAL: It shall be the responsibility of the Landlord to make certain that all sidewalks, entrances, roadways and parking areas are kept free of refuse, snow and ice at all times.
- 1-16. 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 (specifically, Citrus Magic) and sanitary napkins.
- 1-17. PEST CONTROL: The LANDLORD is to include any and all pest control, which may be necessary within the facility.

**SECTION II
FREQUENCIES OF SERVICE**

<i>SERVICE</i>	<i>DAILY</i>	<i>WEEKLY</i>	<i>MONTHLY</i>	<i>QUARTERLY</i>	<i>SEMIANNUALLY</i>	<i>ANNUALLY</i>
Floors (Resilient)						
Sweep/Dust Mop	X					
Damp Mop	X					
Damp Mop Entrances	X					
Buff		X				
Strip and re wax main corridors and public areas				X		
Scrub and apply one coat of wax			X			
Walls						
Clean						X
Spot clean (as required)						
Dust (include piping ducts, etc.)				X		
Woodwork and Doors						
Clean						X
Spot clean walls, doors, trim, folding doors, etc. as required						
Dust		X				
Light Fixtures						
Dust			X			
Damp Wipe				X		
Burned-out lights to be replaced as necessary						
Drinking Fountains						
Clean	X					
Dust horizontal surfaces of all fixtures, ledges, woodwork, doors, etc.		X				
Waste Receptacles						
Empty Waste Receptacles	X					
Wash Waste Receptacles			X			
Mat Cleaning	X					
Exterior Doors						
Glass Cleaning, Other		X				
Metal Cleaning and Polishing (as required)						
High Dusting				X		
Toilets						
Clean Water Closets	X					
Clean Urinals	X					
Clean Wash Basins	X					
Dispensers, fill and clean	X					
Mirrors	X					
Mop floors with disinfectant	X					
Vacuum Carpets (spot clean)	X					
Vacuum Carpets		X				
Window Cleaning - Interior and Exterior					X	
Removal and replacement of window screens as necessary						
Skylight Cleaning (where applicable)				X		
Window Covering						
Clean and Re-hang					X	
Carpet Cleaning				X		
*Hot Water Extraction Method						X
Bonnet Cleaning Method				X		

* Hot Water Extraction at 12 months replaces quarterly Bonnet Cleaning

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EXHIBIT D

Provisions for "barrier - free" access, renovations, "clean air compliance", and recycling.

Part I "Barrier-Free" access is to be provided by making certain alterations (if any), which are to include all recommendations for change requested by the "Architectural Barrier-Free Design Committee" in "Exhibit G" herein. *Specify any alterations not listed in "Exhibit G" that will be made in order to provide "barrier-free" access. Define who (Landlord or Tenant) shall be responsible for the cost, and the time frame allowed for completion.*

1. All renovations, new construction and alternations shall be provided as described in the documents and drawings herein, and as set forth in Section "2.2 Permits and Testing" which requires compliance with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (IBC 2006, ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2006, ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations) and the Americans with Disabilities Act Standards for Accessible Design Code (ADAAG citations). The Landlord's construction drawings and specifications – which shall be based upon the drawings and documents herein – shall be submitted to the local authority having jurisdiction (i.e. the building inspector) and the State of NH Architectural Barrier-Free Design Committee for review and approval prior to commencement of work. Said drawings and specifications shall be amended thereafter as needed to include provision and conformance with any corrective comments or stipulations from the above reference authorities provided said comments or stipulations are required for conformance with the above referenced codes.
2. In addition to the foregoing, the Tenant shall provide an "Assistive Listening System" in the client conference room of the Premises within thirty (30) days of the commencement of the rental term. Provision said systems shall be in compliance with the International Building Code (IBC) 2006 section 1108.2.6 "Assistive Listening Systems".

Part II Compliance with State of New Hampshire RSA 10:B "Clean Air Indoor Air in State Buildings", has been attained (attach "certificate of compliance") or shall be attained as follows:
The Landlord and Tenant hereby agree that "Clean Air" testing, defined by the "Department of Environmental Services" rules Chapter Env-A 2200, will be performed at the premises after lease inception and completion of any and all renovations. All testing and submission of testing results to the "Indoor Air Quality Program" shall be completed no latter than thirty (30) days after Tenant's occupancy.

After the completion of renovations, but prior to Tenant's occupancy, the Landlord (at Landlord's sole expense) shall be responsible for hiring technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" tests as set forth in "Environmental Services" Administrative Rules Chapter Env – A2200. In accordance with these rules the landlord shall submit notarized air testing results within five (5) days of receipt of the results to the "State of New Hampshire, Department of Environmental Services, "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 for their review and certification of compliance. After reviewing the testing results "Environmental Services" will either issue a "certificate of compliance" to the Landlord, or send a letter delineating the deficiencies. The Landlord shall consult with "Environmental Services" and the testing lab that performed the initial test to gain their recommendation of how to remedy any deficiencies. The Landlord shall (at their sole expense) proceed to remedy the air quality deficiencies through repair and/or renovations to the premises. Any and all required repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the deficiency was revealed in the testing results. After the completion of all repairs to the air handling systems, the Landlord shall have the premises re-tested for compliance, again submitting the testing results to Environmental Services for their review and recommendations or issuance of their "Certificate of Compliance". The Landlord shall be obligated to comply with the forgoing protocol until such time a "Certificate of Compliance" for the Premises is issued by Environmental Services.

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Part III Improvements, Renovations or New Construction: *Any improvements or renovations to be made to the premises other than those listed in Part I above, are to be specified below, or attached under separate cover.*

1. No later than March 1, 2010, the Landlord shall (at the sole expense of the Landlord) substantially complete provision of all new construction and improvements to the Premises delivering it in "turn key" condition to the Tenant. 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 herein titled "Tenant Improvement Specifications". Additionally, the Landlord's minimum obligation regarding provision and fit up of the Premises shall include provision of an interior layout which conforms to the attached architectural floor plans titled "DWG-A1: Tenant First Floor Plan Preliminary Layout and DWG-A2: Tenant Second Floor Plan Preliminary Layout". The Landlord shall provide the layout, adjacencies, sizes (minimum sizes are shown) and types of rooms/areas shown and as additionally specified in the following drawings/documents attached, and provide discreet (separate) public and staff entrances as shown. Notwithstanding the foregoing the Tenant shall allow for reasonable variation from the plan if needed in order to accommodate structural and/or mechanical requirements.
2. DWG-A1: Tenant First Floor Plan Preliminary Layout
3. DWG-A2: Tenant Second Floor Plan Preliminary Layout
4. DWG-A3: Tenant Large Scale Plans and Details
5. D-1: Sample Door and Hardware Schedule
6. D-2: Hardware Types
7. D-3: Hardware Functions
8. D-4: Sample VCT Graphics

Part IV Recycling: *document whether or not there is a readily accessible community-recycling program the leased premises will utilize*

Tenant shall use any recycling services that are economically feasible and become readily available during the term herein.

EXHIBIT D, PART III, TENANT IMPROVEMENT SPECIFICATIONS

The Landlord shall supply all necessary labor and materials to provide for the complete installation and proper operation of all improvements outlined in the following provisions of this specification, and generally as shown in attached drawings/documents titled:

1. DWG-A1: Tenant First Floor Plan Preliminary Layout
2. DWG-A2: Tenant Second Floor Plan Preliminary Layout
3. DWG-A3: Tenant Large Scale Plans and Details
4. D-1: Sample Door and Hardware Schedule
5. D-2: Hardware Types
6. D-3: Hardware Functions
7. D-4: Sample VCT Graphics

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 plan, details or specifications in advance, allowing such deviation only when such deviation complies with all program functions and all applicable building and safety codes.

1. GENERAL PROVISIONS:

1.1. Basic Definitions

- 1.1.1. The "Landlord" shall mean either the contractual Landlord and/or their authorized designees.
- 1.1.2. The "Tenant" shall mean the State of New Hampshire –Department of Health and Human Services(DHHS) and/or their authorized designees.
- 1.1.3. The Build-out Documents consist of the 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.
 - 1.1.3.1. A Modification is (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.
- 1.1.4. The 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.
- 1.1.5. The 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.
- 1.1.6. The 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.

1.2. Correlation and Intent of the Documents:

- 1.2.1. 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.
- 1.2.2. Construction Drawings: Although the Documents specify the Tenant's Design Intent, they are not construction documents. It is the Landlord's responsibility to promulgate (including employment of licensed architects and engineers as it relates to the Work) and submit any additional 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 deem 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. The Landlord shall require their architect and/or engineers to make any and all alternations to the Documents available to the Tenant via digital AutoCad “. dwg” format.

- 1.2.3. Specifications: The Tenant has defined the minimum requirements, including manufacturers and models, of construction materials, including hardware and specialties. Equivalent alternates may be considered by the Tenant, however, they have the right of acceptance and/or rejection of submittal, 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.

2. **General Conditions:**

- 2.1. Design and Plans: The plans and specifications set forth herein shall be referenced by the Landlord and/or the Landlord's representative in order to determine the cost and scope of work entailed in order to provide DHHS 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 lease to the Tenant. If the Landlord wishes to deviate from the floor plans depicted herein, the Landlord shall incorporate the scope of work and design intent depicted in the documents herein to ascertain the manner and cost in which any proposed deviation from this plan may be proposed. The Landlord's proposal for provision of any alternative manner of providing new Premises for the Tenant shall be inclusive of the level, scope and type of construction and fit up depicted herein.
- 2.1.1. It shall be the responsibility of the Landlord to reference the attached documents which identify the design criteria and program needs of the tenant in order to provide the Tenant with any proposed alternative plans if such alternative planning is desired by the Landlord.
- 2.1.2. The Landlord and/or the Landlord's representative shall work with the Tenant as necessary in order to provide final design plans acceptable to the Tenant which incorporate the tenant design criteria set forth herein.
- 2.1.3. The Landlord shall provide electronic copies of all plans (*.dwg AutoCAD format), inclusive of as-built drawings as part of the project close out.
- 2.1.3.1. Plans shall include, but are not limited to: fire evacuation plans, floor plans, electrical distribution, fire alarm, egress lighting, emergency lighting, Telephone and Data distribution plans, HVAC distribution, door and hardware schedule, finish schedule and reflective ceiling plan.
- 2.2. 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 IBC 2006, ICC/ANSI A117.1-2003 citations, the NH State Building Code (IBC 2006, ICC/ANSI-2003, and NFPA 101 citations) and the Americans with Disabilities Act Standard for Accessible Design (ADAAG citations). The costs of said permits and testing shall be borne solely by the Landlord.
- 2.2.1. An approved copy of the Demolition/Building Permit shall be delivered to the Tenant, prior to commencement of construction activities.
- 2.2.2. A final and approved Certificate of Occupancy shall be delivered to the Tenant, prior to the Tenant accepting the space.
- 2.2.3. 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.
- 2.2.4. 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.

- 2.2.5. 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.
- 2.3. 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.
- 2.4. 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.
 - 2.4.1. The Landlord shall review for compliance and approve and submit to the Tenant Shop Drawings, 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.
 - 2.4.2. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Landlord represents that the Landlord has 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.
- 2.5. MSDS (Material Safety Data Sheets)
 - 2.5.1. 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.
 - 2.5.2. At time of occupancy by the Tenant 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.
- 2.6. Prior to occupancy Tenant shall require all applicable certificates and inspections, including but not limited to: Building Permit, Certificate of Occupancy, State of New Hampshire RSA 10-B "Certification of Compliance" (or proof of proper application for Certification) and elevator inspection certificates.
- 2.7. Specifications: The specifications herein define the Tenant's minimum requirements for performance of the Work. The Tenant shall consider equivalent alternate specifications proposed by the Landlord, however, tenant reserves the right of acceptance and/or rejection. Consideration of proposed alternates does not relieve the Landlord of the responsibility for deviations from the requirement of the documents. 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.
- 2.8. 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.

- 2.9. Coordination: Reflective ceiling plan, lighting, fire protection, HVAC distribution/controls, structural columns and any and all other building components/elements shall be coordinated between the Landlord and the Tenant.

3. STANDARDS and SPECIALTIES:

3.1. Materials and Finishes:

- 3.1.1. 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.
- 3.1.2. With respect to the exterior of the building to which the Premises are a part, the Landlord shall provide and install all new windows and doors in the locations described in the documents herein. The Landlord shall renovate the existing exterior of the building to which the premises are a part. Renovation of the exterior façade of the existing building shall coincide with the interior ending points of the Tenant's demised Premises.

3.2. Ceiling Heights: Where possible, the following ceiling heights are preferred:

- 3.2.1. Lobby Area: 10 feet
- 3.2.2. Conference/Training Rooms and Staff Lounge: 9 feet
- 3.2.3. Private Offices: 9 feet
- 3.2.4. General Office Area 10 feet
- 3.2.5. Interview Rooms: 9 feet
- 3.2.6. Corridors, Hallways: 9 feet
- 3.2.7. All other areas shall not exceed the above heights.

3.3. Security Observation Mirror: One required. To be provided at Lobby Area, if required. Coordinate location with Tenant. Specifications: 18" Type: convex.

3.4. Window Treatments: Landlord to provide at all exterior glazing, interior, security observation mirrors and receptionist transaction windows.

- 3.4.1. Specifications: Manufacturer: *Hunter-Douglas*; Model: *Celebrity*; Type: 1" horizontal. Color(s) to be determined by the Tenant.
- 3.4.2. 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. Overhead Bracket size to be utilized is contingent upon clearances needed, standard bracket is 1 1/2". All shades to have standard manufactures valance system to conceal mounting brackets.

3.5. 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.

3.6. Systems Furniture:

- 3.6.1. Space Requirements: Provide open office areas as shown on the attached plans to accommodate Tenant's modular furniture panel systems workstations, each measuring approximately 6'-0" X 8'-0" (interior) with panels that each are 2 1/4" thick, with variable heights. The layout provides for common file areas and shared electrical equipment spaces (called "Hot Boxes" herein) at the end of the run of certain work stations. Modular furniture panels, work surfaces, power and data management poles shall be provided by the Tenant's systems (modular) furniture manufacturer.
- 3.6.2. Electrical Requirements: Include provision 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

projection shall be required between junction box and connection to the specified power pole or base race way "whips". System furniture standard connectivity power whip does not exceed 6'. As an estimate of required circuitry, provide one circuit per three workstations shown.

- 3.6.3. Telephone & Data Requirements: Provide open wire cable trays in primary areas supplemented by "J" hooks as needed for routing of telecommunications in all open office areas.
- 3.6.4. Landlord's electrician to be responsible for the hard-wire hook-up of 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.
- 3.7. Doors and Hardware (typical – unless noted otherwise):
 - 3.7.1. Hydraulic Overhead Door Closer Devices: Shall be heavy-duty commercial grade, suggested manufacturers: Norton – series 8301 and/or 8501, or LCN 4040.
 - 3.7.2. Pilfer Alarms: Recommended manufacturer: *Security Lock Distributors (DETEX Corp.) - Exit Alarms Model EA 2500S AC powered, surface mount exit alarm*. See *Typical Door Schedule* for approximate locations, types and quantities required. Override key to be coordinated with the building's keying program.
 - 3.7.3. Electromagnetic Locks: Recommended manufacturer: *Locknetics Security Engineering - Series 268 Surface Mounted POWERLOCK II*. See *Typical Door Schedule* for approximate locations, types and quantities required.
 - 3.7.4. 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.
 - 3.7.5. 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.
 - 3.7.6. Electric Door Strikes: Recommended manufacturer: *Folger-Adams - Series 300*, heavy duty commercial grade, 24 v DC continuous duty, all installations are to be mortise type.
 - 3.7.6.1. 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).
 - 3.7.6.2. Where applicable, Landlord shall also provide a set of contacts at the fire alarm panel for use by the Tenant's security equipment vendor.
 - 3.7.6.3. Electric Strike Function, e.g., fail-safe or secure, to be defined by Tenant and shall comply with requirements of applicable codes.
- 3.8. Door Assemblies: All interior and exterior doors shall be 3'-0" X 7'-0" or 3'-0" X 6'-8" (to be determined) and shall be installed with the clearances required by the accessibility requirements of the codes set forth in 2.2 herein. Minimum standards: Hollow metal doors @ 18 gauge; full flush styrene core insulated doors at all exterior doors. Solid core wood door blanks for all interior doors. Birch, minimum 3 coats natural finish or factory applied clear finish. Factory applied clear finish must be applied to all surfaces and edges to be accepted.
 - 3.8.1. Interior Door Exception: Interview room doors may be substituted with metal doors, painted. Note, any metal door with knockdown frame and electric strike, shall be reinforced with wood.
- 3.9. Door Closer Devices: Shall be installed as required by the applicable building and/or Life Safety Codes. These closer devices are in addition to those door assemblies identified in the attached *Door and Hardware Schedule*. A maximum push/pull effort of 5 lbf is required at all interior doors.
- 3.10. Door Frames:
 - 3.10.1. Exterior Doors: Welded metal frame @ 16 gauge
 - 3.10.2. Interior Doors w/ Electric Strikes: Welded metal frame @ 16 gauge
 - 3.10.3. Interior Doors: Knock-down metal frame @ 16 gauge
- 3.11. Door Types:

- 3.11.1. Interior Doors: Solid core wood door blanks for all interior doors. (Birch, min. 3 coats natural finish). Note, metal doors may be substituted at interview rooms (see paragraph 3.8.1)
- 3.11.2. Exterior and Security Doors: All exterior doors shall be equipped with:
 - 3.11.2.1. Panic Hardware: Recommended manufacturer: *Von Drupin*. Mortise lock devices are preferred over rim set types. Note – may not be required on all security doors.
 - 3.11.2.2. 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.
 - 3.11.2.3. Lockset: Storeroom type.
 - 3.11.2.4. Hydraulic overhead door closer device.
 - 3.11.2.5. Electric Door Strikes: To be provided at all exterior doors. <<controlled access points>>
- 3.12. Door Hardware:
 - 3.12.1. Recommended manufacturer: *Corbin/Russwin or Schlage-series D (heavy duty commercial grade 1)*:
 - 3.12.2. Exterior and Security Door Hardware: Shall be keyed cylindrical lever locksets for heavy duty commercial use, rated for commercial grade 1 application
 - 3.12.3. Interior Door Hardware: Shall be keyed cylindrical lever locksets for standard commercial use, rated for commercial grade 2 application.
- 3.13. Hardware Standards:
 - 3.13.1. Keyway: L-4.
 - 3.13.2. Interchangeable Cores: All exterior and interior Tenant separation doors and the Data/Communications Room shall be provided with interchangeable cores.
 - 3.13.3. Trim Design: Newport
 - 3.13.4. Type: Lever (NSD) - Cast brass.
 - 3.13.5. Finish: To match existing hardware finish, or as otherwise requested by the Tenant.
 - 3.13.6. Replacement Keyway Cylinders: (if applicable) Recommended hardware shall be *Corbin/Russwin*. See Section 3.13 above.
 - 3.13.6.1. Keyway Standard: L-4.
 - 3.13.6.2. Replacement cylinders: Original factory equipment cylinders only.
 - 3.13.6.3. Finish: To match existing hardware finish, or as otherwise requested by the Tenant.
 - 3.13.7. 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 successful bidder.
 - 3.13.7.1. Stamping Requirement: Each key shall be stamped: a) by level and sequentially numbered; b) "do not duplicate."
 - 3.13.7.2. Key Blanks: All key blanks shall be original equipment manufacturer (OEM) products.
 - 3.13.7.3. Great Grand Master: As defined by landlord
 - 3.13.7.4. Grand Master: Provide five (5) keys.
 - 3.13.7.5. Sub Masters: Provide ten (5) keys per submaster.
 - 3.13.7.6. Change Keys: Provide three (3) keys per cylinder
 - 3.13.8. In addition to the above keys, provide 10 blanks of each keyway used.
- 3.14. 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.
 - 3.14.1. 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.
 - 3.14.2. Provide hinged-panel type cabinet for wall mounting.

- 3.15. Door Assembly Labeling: All door assemblies will be labeled by use of a "Brother" or similar label maker. Labels shall identify the door number as recorded on the door and hardware schedule and shall be placed at the top of the frame on the hardware side following completion of final painting.
- 3.16. See also Attachment "D1" – Sample Door and Hardware Schedule.
- 3.17. Millwork – Cabinets at Lounge area(s): Recommended manufacturer: *Merrillat*. Model: Flat Oak Cabinet.
- 3.17.1. Cabinet 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 concept expressed in the Documents.
- 3.18. Laminates: Manufacturer: *Wilsonart and/or Formica*. Color/Texture: To be determined by Tenant.
- 3.18.1. Custom grade, square edge, high-pressure laminate (standard matte finish).
- 3.18.2. 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 concept expressed in the Documents.
- 3.19. Baby Changing Station: Manufacturer: *Koala Bear Kare* Model: To be determined by Tenant, i.e. horizontal and/or vertical as required. Color: To be determined by Tenant.
- 3.19.1. Shall be required in each DHHS Public Restroom.
- 3.20. Flag Pole: Provide commercial grade exterior flag pole including halyard system and necessary lighting for nighttime illumination. Type: Cone; Height: single story buildings - 20', two story buildings - 25'; Flag to be provided by Tenant.
- 3.21. Restroom Waste Receptacles: Shall be recessed waste receptacles or semi-recessed receptacles providing the height and depth meet ADA requirements (see General Conditions 2.2). See floorplan for approximate locations, types and numbers required.
- 3.22. Signage: All of the interior and exterior signage shall be provided by Landlord, as per the Tenant's specifications. Including but not limited to: exterior site/parking, interior common area signs, interior directory, room numbers, work station numbers and other specific Divisional needs as required by the Tenant.
- 3.22.1. Permanent Signs: Signage type and locations (see General Conditions section 2.2).
- 3.22.2. Interior Signage Specifications
- 3.22.2.1. See also drawing DWG-5 – for Typical Signage. (*note: State of NH Department of Corrections may be the most cost effective "vendor" for signage*)
- 3.22.2.2. Sign Type: Panel and Non-Panel
- 3.22.2.3. Sign Base Material: Plastic laminate
- 3.22.2.4. Lettering: Vinyl dye cut or dimensional lettering
- 3.22.2.5. Samples: provide samples of each component for initial selection of color, pattern and texture as required.
- 3.22.2.6. Letter Style shall match Landlord's standard font. If there is no "standard" established for the facility, the font shall be "Ariel".
- 3.22.2.7. Character Proportion: 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.
- 3.22.2.8. 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.
- 3.22.2.9. Sign Installation Location: *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.

3.22.2.10. Symbols of Accessibility: (the wheelchair symbol) all elements (rest rooms for instance) required to be identified as accessible shall use the international symbol of accessibility.

3.22.2.11. Room number assignments for the facility have yet to be determined by the Landlord, therefore room numbers and door numbers as provided the Department of Administrative Services design plans are utilized in the attached schedule as reference points. In general, all doors shall be designated with a door number, and all offices, conference rooms, workstations and special use areas shall be designated with a room number.

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

3.23. Knox Box: If required or requested by the local fire and/or police department, an exterior flush mounted Knox Box shall be installed. Location to be determined by said authority.

3.24. Exterior Glazing: All existing and new exterior glazing shall be transparent. No opaque materials are acceptable. Exception: skylights and restroom glazing are permitted to be constructed of opaque materials.

3.25. Colors and/or Finishes: Where stated that colors and/or finishes to be selected by Tenant, such shall be selected from the manufacturer's standard colors and or finishes, including but not limited to flooring, laminate, paint, window treatments, and signage.

4. Gypsum Wallboard - Wall Types:

4.1. The Landlord shall consult and comply with the authority having jurisdiction regarding the provision of structural elements and fire rating for any and all gypsum wallboard construction.

4.2. *Type 5 – Tenant Demising and Interior Security Demising Partitions*

4.2.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction.

4.2.2. 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.

4.2.3. Full Wall Framing: Minimum of 2" X 4" wood or 3 5/8" metal studs.

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

4.2.5. 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.

4.3. *Type 4 – Interior CMU (concrete masonry unit) Partitions: (NOTE: THIS WALL TYPE IS NOT USED IN THE CURRENT LAYOUT)*

4.3.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all CMU wall construction.

4.3.2. All CMU partitions shall be constructed from floor to 12" above ceiling assembly. (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings where required by local authority having jurisdiction. Provide steel angle lintels as required to continue CMU above all doors and openings and any plumbing, venting and/or ducts and electrical conduit penetrating CMU partitions above ceiling. Provide CMU mounted edge support for double layer plywood ceiling.

4.4. *Type 3 – Interior Gypsum Wallboard Partitions:*

- 4.4.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction.
- 4.4.2. 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.
- 4.4.3. Wall Framing: 2" X 4" wood or 3 5/8" metal studs.
- 4.4.4. All gypsum board partitions shall be constructed of one layer of 1/2" wallboard each side
- 4.4.5. 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.
- 4.5. *Type 2 Bullet Resistant Partitions:*
 - 4.5.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction.
 - 4.5.2. 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.
 - 4.5.3. Wall Framing: 2" X 4" wood or 3 5/8" metal studs.
 - 4.5.4. 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. (*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.
- 4.6. *Type 1: High Performance Sound Control Partitions:*
 - 4.6.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction.
 - 4.6.2. 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.
 - 4.6.3. Wall Framing: 2" X 4" wood or 3 5/8" metal studs.
 - 4.6.4. All "interior of room" gypsum board partitions shall be constructed of one layer of 1/2" wallboard installed on face of stud and overlaid 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.
 - 4.6.5. 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.

5. Gypsum Wallboard - Standards:

PMB OSC

All gypsum board shall be standard 1/2" material, unless otherwise required by code (i.e.: Baths @ MR board). 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.

- 5.1. Metal Studs @ Receptionist Wall: 20 gauge (min.)
- 5.2. Metal Studs @ all other: 25 gauge (min.)
- 5.3. 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.
- 5.4. 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.
- 5.5. Corridor Widths - Public and Staff Areas: All interior halls, aisles and corridors shall be a minimum width of 48", where traffic conditions warrant 60" is the preferred width.
- 5.6. Interior Painting: Allow up to three colors for walls and two colors for doors, frames and trim.

6. FLOORING:

- 6.1. 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:

- 6.2. Except where otherwise noted, all flooring shall be considered to be carpet:

6.2.1. Carpet Specifications:

CARPET 1; PREFERENCE:

Specifications for new carpet tile to be supplied and installed in all office and general use areas:

Any proposed substitutions must meet or exceed all criteria.

Face Construction:

Carpet manufacturer	Patcraft Commercial Carpet (eco*solution Q)
Carpet Style: 24"	modular carpet tile
Construction:	textured pattern loop
Carpet Style 1:	I0096 tweed modular – ecoworx tile
Carpet Style 2:	I0110 color your word modular – ecoworx tile
Fiber Content:	100% solution dyed
Protective Treatment:	Both antimicrobial and soil protection required
Gauge:	1/12 minimum
Pile Thickness:	0.091 inch minimum
Tuft Density:	113 tufts/sq.in. minimum
Stitches Per Inch:	8.5 minimum
Production Weight:	24 oz./yd. minimum

Backing System:

Primary Backing:	Synthetic non-woven
Secondary Backing:	100% PVC-free recyclable backing system with recycled content, made from thermoplastic polyolefin compound with a fiberglass reinforcing layer
Backing Density:	14 lbs/cubic foot
Thickness:	0.266 inch

Adhesive: Releasable pressure sensitive type adhesive (Water-based allow for removal of carpet tile at any time without damage to carpet or

substrate.) Must contain antimicrobial preservative and have "zero" calculated VOC's

Electrostatic Propensity: less than 1.1 kv or lower

Flammability: ASTM E-648 Flooring Panel CLASS 1
ASTM E-662 NBS Smoke Chamber - Less than 450

Warranty: Ten-Year Commercial Limited
20 lb. Tuft Bind when installed per Manufacturer's Specifications

ADA Conformation: Product to conform to the requirements set forth in the Americans with Disabilities Act for minimum static coefficient of friction of 0.60 recommended for accessible routes

CRI Indoor Air Quality Certification: Must provide valid, registered certification number.

Preferred Manufacturer: Patcraft Commercial Carpet/Shaw Contract Group.

Acceptable Manufacturers: Collins & Aikman, J&J Industries, Lees Commercial Carpets, Mannington Commercial, or other manufacturers of quality commercial carpet tile that meet or exceed all of the specifications listed above

CARPET 2, ALTERNATE 1:

Carpet: Provide and install in all areas unless otherwise noted herein. All submittals shall comply with the accessibility requirement of the codes set forth in 2.2 herein, and shall meet or exceed all of the following specifications.

6.2.2. Carpet Specifications:

Specifications for new broad loom carpet to be supplied and installed in all offices, corridors and general use areas:

Manufacturer: Shaw contract group

Style: Dean's List II

Carpet Style: 28 oz. performance 12' wide broadloom

Color: To be selected by Tenant (no more than two colors) from Manufacturer's full selection of standard options.

Construction: Pattern Loop

Fiber Content: "eco*solution Q" nylon (recycled content nylon)

Dye Method: 100% Solution Dyed

Gauge: 1/10

Stitches Per Inch: 8.0

Pattern Repeat: 10/32"W x 6-29/32" L

Protective Treatment: S.S.P. Shaw Soil Protection

Secondary backing: "EcoWorx Performance Broadloom" 12' wide backing system (proprietary name) with recycled content, and "cradle-to-cradle" recyclable. 100% thermoplastic polyolefin compound with a high performance precoat and reinforcing layer. Provides superior performance to traditional broadloom backing, no delamination, no edge ravel, complete moisture barrier – passes 10,000 impact test. PVC free.

Electrostatic Propensity: less than 3.5 kv

Warranty: Lifetime Commercial Limited Warranty for backing system.

Testing: Radiant Panel Fire – class 1

NBS Smoke < 450

TVOC's < 500 micrograms/sqm/hr

ADA Conformation: Product conforms to the requirements set forth in the Americans with Disabilities Act for minimum static coefficient of friction of 0.60 recommended for accessible routes
CRI Indoor Air Quality Certification: Meets Green Label and Green Label plus requirement.

Installation: Direct glue down installation using Shaw 3500 or Shaw 3600 adhesives with Shaw 8300 seam sealer at all seams.

Materials proposed must be in a full range of standard colors and be able to be procured, delivered and installed within the defined timeline of this project.

- 6.2.3. Except where otherwise noted, all flooring shall be considered to be carpet
- 6.2.4. Correspondingly, submittals must include samples of proposed materials.
- 6.2.5. Materials proposed must be in a full range of standard colors and be able to be procured, delivered and installed within the defined timeline of this project.
- 6.3. Resilient Flooring: To be supplied and installed in all rest rooms (restroom shall also have the option of ceramic tile, to be determined), janitorial closets, file rooms, storage rooms, the DHHS public entrance lobby and maternal care room, the DHHS staff lounge, and data room.
 - 6.3.1. ALTERNATE 1; Product: "Marmoleum" composition tile (MCT), distributed by "Forbo" (Resilient linoleum tile flooring)
Specifications:
 - 6.3.1.1. Size: 13" X 13" nominal
 - 6.3.1.2. Gauge: .080" (2.0mm)
 - 6.3.1.3. Made from readily renewable raw materials.
 - 6.3.1.4. Passes CHPS 01350 and other stringent IAQ standards.
 - 6.3.2. ALTERNATE 2; Product: "StoneWalk" Non PVC Tile, distributed by "Mohawk Hard Surfaces"
Specifications:
 - 6.3.2.1. Size: 12" X 12" nominal
 - 6.3.2.2. Gauge: 2 mm)
 - 6.3.2.3. Made from readily renewable raw materials, no VOC's
 - 6.3.2.4. Indoor Air Quality (VOC's): FloorScore Certified by SCS Certificaiton, Registration Number SCS-FS-01494
 - 6.3.2.5. ASTM E-2179 Impact Sound Transmission 12dB
 - 6.3.2.6. ASTM E-429 Air Born Sound 12dB (reduces noise generation)
 - 6.3.2.7. No solvent, no VOC adhesive system
 - 6.3.2.8. Limited Wear Warranty: 5 years
 - 6.3.2.9. Meets ASTM E-648/662 Class A for frame resistance and smoke resistance
 - 6.3.2.10. Will bridge minor sub floor irregularities, superior flex properties
 - 6.3.2.11. 2,000 PSI per square inch
 - 6.3.3. ALTERNATE 3; Vinyl Composition Tile : To be supplied and installed in all rest rooms, janitorial closets, file rooms, storage rooms, the DHHS public entrance lobby and maternal care room, the DHHS staff lounge, and data room.
 - 6.3.3.1. Products: Commercial vinyl composition tile
 - 6.3.3.2. Products compiling with FS-T-312B (1), Type IV, Comp 1
 - 6.3.3.3. Requirements:
 - 6.3.3.3.1. Size: 12" X 12", unless otherwise noted
 - 6.3.3.3.2. Nominal Thickness: 1/8 inch
 - 6.3.3.4. Patterns and Colors: Colors and patterns are dispersed uniformly throughout the thickness of the material. Color pigments are insoluble in water and resistant to cleaning agents and light.
 - 6.3.4. ALTERNATE 4; Commercial grade sheet vinyl.

6.3.4.1. Products compiling with FS-T-312B (1), Type IV, Comp 1.

6.3.4.2. Requirements:

6.3.4.2.1. Size: 6' x 66 ft roll

6.3.4.2.2. Gauge: .080

6.3.4.2.3. Patterns and Colors: Tenant shall make color selection from the manufacturer's full range of standard products.

6.3.4.3. Installation, all Alternates: Allow up to three colors for graphic pattern (see attachment D-4 SAMPLE GRAPHICS) to be agreed upon by both parties. Graphic pattern must be submitted by Tenant to Landlord for approval prior to construction.

6.4. Vinyl Cove Base: 4" high vinyl, standard toe cove type. Manufacturer: *Johnsonite or Mercer*. To be used with all flooring in all areas.

6.4.1. Vinyl Termination Strips: To match vinyl cove base materials. Manufacturer: *Johnsonite or Mercer*.

6.4.1.1. Termination strips or change of height strips to be supplied and installed as required in order to mask all exposed flooring edges and intersections.

6.5. "Walk Off" mat carpet tile (WMT): For use in public and staff entrance areas and as indicated in the attached floor plan. 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: s:

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

6.5.2. Carpet Tiles: Style to be Diagonal 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.

6.5.3. Diagonal Tile carpet tiles shall be installed beginning at the exterior entry as required to provide a minimum of twenty (20) feet of "walk-off" in any direction from the entry.

6.6. 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.

6.7. Flooring Materials: 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*. All installations and materials must follow the guidelines of the approval certifications.

7. PAINTING:

7.1. Use of low/no VOC paints required, provide conforming paints such as Sherwin Williams "Harmony" style paints.

7.2. All areas - A minimum of one coat of primer and two coats of finish paint. Landlord to use Benjamin Moore or Sherwin Williams paint to achieve desired finish.

7.3. Walls: Paint shall be (scrubbable) interior eggshell latex.

7.4. Doors, Frames and Casings: Paint shall be *semi-gloss* (scrubbable) acrylic latex.

7.5. Restrooms and Staff Lounges: Wall paint shall be *semi-gloss* (scrubbable) interior latex.

7.6. 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.

8. EXTERIOR ENTRANCES:

8.1. All 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.

8.2. See also Public Entry Doors

- 8.3. See also ELECTRICAL – Night Light Circuits - Section 12.6.3.2. The facility's main lighting controls shall be located adjacent to the primary staff entry.
- 8.4. See also FLOORING - Entrances/Vestibules - Section 6.6
- 8.5. See also STANDARDS and SPECIALTIES – Section 3.10.1 Exterior and Security Doors

9. RESTROOMS:

- 9.1. Staff and Public Restrooms: As shown on plan. 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 A117.1-2003 citations, the NH State Building Code (IBC 2006, ICC/ANSI-2003, and NFPA 101 citations) and the Americans with Disabilities Act Standard for Accessible Design (ADAAG citations).
- 9.2. Toilet Partitions: Supply and install. Materials: powder-coated steel, plastic laminate or solid polymer plastic partitions; Style: floor or floor to ceiling mounted.
- 9.3. Design, configuration and fixture counts: Shall be in full compliance with all local, State and prevailing building codes. Including but not limited to: water closets, sinks, handrails, mirrors, partitions and privacy screens.
- 9.4. Paper goods dispenser and soap dispensers: To be supplied 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.
- 9.5. Paper Towel Dispensers: Shall be operable with one hand, Provide a minimum of one unit, or one unit per every two sink fixtures.
- 9.6. 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.
- 9.7. Public Restroom - Baby Changing Station: To be supplied by Landlord.
 - 9.7.1. Description: 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.
- 9.8. Public Restroom - Waste receptacles are preferred to be recessed, however semi-recessed waste receptacles are acceptable where installation of fully recessed units is not practical.

10. JANITORIAL ROOM:

- 10.1. Janitorial Room - 1, as defined by drawing to include:
- 10.2. Flooring: Vinyl composite floor tile (12" X 12") or commercial grade sheet vinyl products complying with FS-T312B (1), Type IV, Comp 1 with standard 4" vinyl cove toe baseboard.
- 10.3. Door Assembly: solid core wood door and hollow metal frame with standard hardware (type: storeroom).
- 10.4. Sink: A floor-type sink, such as *Floestone, Models 90/91/92 Drop Front, Terrazzo Mop Receptors*, with faucet assembly.
- 10.5. 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. Should excess shelving remain following janitor's room installation, excess shelving to be placed at locations as determined by Tenant.

11. ELECTRICAL:

- 11.1. Energy Conservation: Landlords are encouraged to 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.

- 11.2. 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, the specifications herein, and as noted on the floor plans. The outlets shown on the floor plans are Tenant's minimum requirements. Additional outlets may be required by code. Please see "3.6 "Systems Furniture" herein for further definition of electrical requirements.
- 11.3. Electrical Finishes: All switch plates and outlet covers shall be white in color unless otherwise requested by the Tenant.
- 11.4. Electrical Installation Heights: All switches shall have an installation height¹ of 48" above finished floor. Other sensors shall have an installation height of 56" above finished floor.
- 11.5. Electrical Distribution:
 - 11.5.1. 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.
 - 11.5.2. Electrical Outlets – Systems Furniture Workstations and Hot Boxes
 - 11.5.2.1. Electrical Requirements: Include provision and connection of all electrical circuitry and junction boxes (ceiling and/or wall mounted) required for proper utilization of the systems 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 projection shall be required between junction box and connection to power pole.
 - 11.5.2.1.1. This connectivity requirement shall be performed after delivery/installation of Tenant's systems furniture.
 - 11.5.2.2. Provide one - 20 amp circuit which is to be assigned to PC use only per each 3 staff persons for PC needs. Provide additional common circuits for non-PC use in accordance with NEC.
 - 11.5.2.3. Electrical circuits at each "Hot Box" shall be adequately sized to accommodate a copier, fax machine and up to two (2) printers.
 - 11.5.3. Electrical Outlets - Drywall Private Offices:
 - 11.5.3.1. Provide one (1) dedicated circuit with one quad outlet and one (1) common circuit with three (3) duplex outlets per office.
 - 11.5.4. Electrical Outlets – Interview Rooms:
 - 11.5.4.1. See also on plan: Interview Rooms and HC Interview Rooms.
 - 11.5.5. Electrical Outlets - All other areas:
 - 11.5.5.1. Per floor plans unless additional outlets are required by Code.
 - 11.5.6. Common Halls:
 - 11.5.6.1. Allowance of one duplex outlet per wall, with spacing not to exceed one outlet per 15 lineal feet of wall.
- 11.6. Lighting Standards:
 - 11.6.1. 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.
 - 11.6.2. Interior Lighting - Ballast and Lamps:
 - 11.6.2.1. All interior lighting shall be energy conservation:
 - 11.6.2.2. 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.

¹ To centerline of device.

- 11.6.2.3. 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%
- 11.6.2.4. Lamp Type: High efficiency T-8 w/ color rendering index of a minimum of 75. 4100 degree K lamps.
- 11.6.3. 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 to comply with ICC standards in Chapter 12 of the 2006 "International Building Code".
- 11.6.4.
 - 11.6.4.1. Interior Areas 30-40 Foot-candles at 30" from finished floor.
 - 11.6.4.2. 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:
 - 11.6.4.3. Common Areas. 5 Foot-candles
- 11.6.5. 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:
 - 11.6.5.1. Active Areas - Pedestrian traffic and entryways. 5 Foot-candles
 - 11.6.5.2. Building Surrounds - Parking and roadways 3 Foot-candles
 - 11.6.5.3. Flag pole As appropriate
- 11.7. Means of Egress Lighting:
 - 11.7.1. 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).
- 11.8. Emergency Power (generator):
 - 11.8.1. If the building has generator 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.
 - 11.8.2. 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.
- 11.9. 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.
- 11.10. Shop Drawings, Product Data, 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.

12. COMMUNICATIONS REQUIREMENT:

- 12.1. 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 5E data cabling specifications and certification requirements as it relates to the project's coordination of the effected trades.
- 12.2. 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 Frame Relay. Telephone riser cable must be installed from the building's d-mark into the Tenant's Data/Communications Rooms. Telephone riser cable must provide 30% expansion from Tenant's current needs.

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- 12.3. The 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).
- 12.4. The 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).
- 12.5. Telephone and Data Station Cabling:
- 12.5.1. Telephone and Data: The Landlord shall be responsible to provide all telephone and data connectivity needs as defined and required by the 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 Frame Relay.
- 12.6. The Landlord shall provide and install all CAT 5E data station cabling, said cabling shall originate in the Communications Rooms. In addition, Landlord shall provide and install all required 48 port patch panels with rear cable management bars, integrated vertical power strips/poles and two (2) seven 7'-0" relay rack(s) with vertical cable channels. Unit shall be constructed of aluminum and accept 19" rack mount with a 15" base depth (front to back) and be provided with two angle support braces for stability. Data cabling shall be terminated on station end and patch panel ends via RJ-45 jacks. Four position with 45° exit faceplates - CAT 5E modules are to be provided at all work station and drywall locations. The color of the cable and jacks shall be "Blue". Approximately 345 data jacks 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 and one (1) telephone jack. 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. Conduit Runs (reference source Bicsi TDM Manual):
- 12.7. 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.
- 12.8. Contain no 90-degree conduits (also know as an LB).
- 12.9. 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.
- 12.10. Nonmetallic sweeps are to be utilized - 90-degree elbows are not acceptable.
- 12.11. The Landlord shall provide and install CAT 5e telephone station cabling, said cabling shall originate in IDF locations on 66 Type Blocks within the Communications Room. Telephone station cabling shall be terminated on station end via RJ-45 jacks. Four position with 45° angle faceplates - CAT 5E modules are to be provided at all workstation and drywall locations. The color of the cable and jacks shall be "Yellow". Approximately 295 telephone jacks 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 data station cabling. Typical jack location shall contain one (1) telephone jack and 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. Conduit Runs (reference source Bicsi TDM Manual):
- 12.12. 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.
- 12.13. Contain no 90-degree conduits (also known as an LB).
- 12.14. 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.
- 12.15. Nonmetallic sweeps are to be utilized - 90-degree elbows are not acceptable.
- 12.16. Grounding: All racks, metallic backboards, cable sheaths, metallic strength members, splice cases, cable trays, etc., entering or residing in the TR or ER shall be grounded to the respective TGB or TMGB using a minimum #6 AWG stranded copper bonding conductor

- 12.17. 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.
- 12.18. 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.
13. SECURITY ALARMS, CCTV AND ACCESS CONTROL SYSTEMS:
- 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 protections 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 prevailing codes.
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:
- 16.1. Constant velocity, ducted return HVAC systems are required. Ducted returns are preferred over plenum returns.
- 16.1.1. 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.
- 16.1.1.1. *Provide separate line item alternate cost impact for this requirement.*
- 16.1.1.2. Alternate 1: Landlord may opt to provide multiple HVAC packaged units dedicated to the interview room area(s) designed to provide a minimum of four zones of HVAC control within the Interview Room area(s), utilizing thermostatically controlled motorized dampers. Final engineering design and

installed zoning control shall be required to maintain ambient temperatures in all interview rooms and interview room corridors between 68 and 75 degrees.

- 16.2. 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.
- 16.3. 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.
- 16.4. HVAC Systems - Thermal Comfort: HVAC systems shall be designed to provide the minimum standards as set forth by *ASHRAE 55-1992 - Thermal Comfort Considerations*.
- 16.5. Shop Drawings, Product Data, 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.

17. **ADDITIONAL PROVISIONS:**

- 18. Parking: A minimum of 190 paved parking spaces must be provided, each space shall be designated with painted lines and designated for Tenant’s use. Provision of parking shall be without additional charge, included in the proposed annual rent. At least 83 of the parking spaces shall be “on-site” located adjacent to the proposed facility, providing both “visitor” and architecturally barrier-free parking spaces. The balance of 107 reserved parking spaces shall be for “staff”, these spaces may be provided “off site” but must not be “on street” spaces, and must be within 800 feet of the proposed building’s entrance. If these spaces are provided off-site in a separate lot, they must be connected to the proposed Premises with an “accessible” path of travel. In addition to the foregoing, the total number of asphalt-paved parking spaces shall meet or exceed the required numbers as required by the local building code. Full compliance with the accessibility requirements set forth in the codes cited in “2.2” herein is the responsibility of the Landlord, including but not limited to provision of: curb cut ramps with detectable warnings, the provision of an accessible route from the accessible parking spaces to the accessible entrances, lighting, signage, and designation of all spaces with painted lines on the asphalt.

18.1.

- 18.1.1. Visitor Accessible parking spaces: included in the 83 required “visitor” spaces, the required number of “Accessible” parking spaces shall be provided in conformance with IBC 2006, ICC/ANSI A117.1-2003 and ADAAG. All spaces and access aisles shall be properly configured and designated in full compliance with the IBC 2006, ICC/ANSI A117.1-2003 and ADAAG (Americans with Disabilities Act Accessibility Guidelines).
- 18.1.2. Typically (with the exception of “VAN” spaces) all “accessible” parking spaces must be adjacent to a five-foot (5’) access aisle thereby providing proper configuration and designations with IBC 2006, ICC/ANSI A117.1-2003 and ADAAG (Americans with Disabilities Act Accessibility Guidelines).
- 18.1.3. One in every six (but no less than one) required accessible spaces shall be configured for and designated as “Van Accessible” space. A minimum of one van accessible space shall be provided in all cases. For the “Van Accessible” spaces provide an adjacent eight (8) foot wide access aisle located on the “passenger side” of said parking space. Each space shall conform to ICC/ANSI A117.1.-2003 section 502.3.1
- 18.1.4. The Landlord shall provide proper permanent designation signage at each “Accessible” parking space. Each sign shall be supplied and installed on a metal post, mounted with the lower edge of the sign at 60” above the ground. Each sign shall be bright blue with the white “universal symbol of accessibility” (wheelchair).
- 18.1.5. Each “access aisle” shall be clearly reserved with a sign reading “no parking” and the asphalt paving within these aisles shall be painted with yellow diagonal lines.

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- 18.1.6. Staff Accessible parking spaces: In addition to the foregoing, three (3) additional accessible parking spaces shall be provided with the spaces dedicated to Tenant staff parking. These "accessible" spaces shall be included in the overall "count" of 107 staff parking spaces. All spaces shall be properly configured and designated in full compliance with the IBC 2006, ICC/ANSI A117.1-2003 and ADAAG (Americans with Disabilities Act Accessibility Guidelines). These spaces shall be in addition to the quantity of accessible spaces required by IBC 2006, ICC/ANSI A117.1-2003 and ADAAG.

SPECIALTY AREAS

19. 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 (IBC 2006, ICC/ANSI A117.1-2003 citations, the NH State Building Code (IBC 2006, ICC/ANSI-2003, and NFPA 101 citations) and the Americans with Disabilities Act Standard for Accessible Design (ADAAG citations). The costs of said permits and testing shall be borne solely by the Landlord.
20. LOBBY AREA – As shown on plan
 - 20.1. Chair Rail: To be installed on all walls within the lobby area. The nominal dimension of the chair rail shall be 1" X 4 1/2". The chair rail substrate shall be constructed of 3/4" plywood and veneered with plastic laminate. The mounting height shall be 30" inches from finished floor to the centerline of the chair rail.
 - 20.2. Telephone - Public: *To be provided by the Tenant.*
 - 20.3. Transaction Counter: Install approximately 10 lineal feet (1 @ 3 lf, 1 @ 7 lf) of custom grade, high pressure (25" depth) laminate countertop with matching, field applied 4" backsplash. Counter shall be secured directly to wall(s). Mounting heights shall be 32" and 41" respectively from finished floor.
 - 20.3.1. Comply with AWI Section 400 for countertops.
 - 20.3.2. Provide shop drawing(s), (for review by the Tenant), of countertops, detailing core construction, location, support brackets, installation heights and anchoring. Provide laminate samples for color, pattern and finish selections.
 - 20.4. Bii/Telephone Center: Install 60" (two at 30") custom grade, high pressure (25" depth) laminate countertop with matching, field applied 4" backsplash. Counter shall be secured directly to wall(s) w/three (3) 12" vertical privacy dividers. Mounting height of counter shall be 41" from finished floor.
 - 20.4.1. Comply with AWI Section 400 for countertops.
 - 20.4.2. Provide shop drawing(s), (for review by the Tenant), of countertops, detailing core construction, location, support brackets, installation heights and anchoring. Provide laminate samples for color, pattern and finish selections.
 - 20.5. Drinking Fountains: Type: Refrigerated. Stainless steel, barrier free, 8 GPH water coolers to be installed in the lobby area near client rest rooms and at the staff lounge. Final Location shall be reviewed with the Tenant.
 - 20.6. Lobby Multi-media:
 - 20.6.1. Television Bracket: Type: Wall or ceiling mounted bracket with security strap. Install in the lobby area with final location to be determined by the Tenant.
 - 20.6.2. CATV Cabling: Type: RG-6. Provide single coax from reception area to television location. Both ends shall be terminated in a wall box with male connection. Outlet to be installed directly behind the television at approximately 18" from finish ceiling to the centerline of the outlet.
 - 20.6.3. Electrical Outlet: Provide duplex electrical outlet adjacent to the RG-6 outlet. Outlet to be installed directly behind the television at approximately 18" from finish ceiling to the centerline of the outlet.
 - 20.6.4. Public Entry Doors (to lobby):
 - 20.6.4.1. Where allowed by code, a single door w/ fixed sidelight is preferred. Minimum width of such door(s) shall be 3'-6".
 - 20.6.4.2. Provide and install ANSI/BHMA A156.10 and code compliant swing door operator activated by pushbutton switches. 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

21. RECEPTIONIST AREA:

- 21.1. Receptionist Area – As shown on plan. Work Counter: Install approximately 25 lineal feet of standard width (25" depth), custom grade, high-pressure laminate countertop with matching, field applied 4" backsplash. Counter shall be secured directly to wall(s). Mounting heights of the work surface shall be 29 ½" – 30" from finished floor. Contractor shall also field coordinate and install blocking for mouse and keyboard installations (by others). Color of plastic laminate to be chosen by the Tenant.
- 21.1.1. Door Assembly: Solid core wood veneer door and hollow metal frame with standard hardware (type: classroom lockset) with hydraulic overhead door closer device.
- 21.1.2. Bullet Resisting 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.
- 21.1.2.1. Provide two (2) – 48" w X 42" h transaction windows with 2" thick shelf and recessed dip tray and with natural voice transmission.
- 21.1.2.1.1. Shelf shall be full width of window, minimum of 12" deep centered under the glazing and covered with black high pressure laminate.
- 21.1.2.1.2. 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.
- 21.1.2.2. Provide one (1) – 60" w x 42" h sliding transaction window with 2" thick shelf.
- 21.1.2.2.1. 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.
- 21.1.2.3. Acceptable manufacturer's representative of the type and quality required: Insulgard SV and/or Armortex.
- 21.1.2.4. The transaction shelf should be installed at a height of 35 3/4" from the finished floor. Tenant wishes to field verify installation prior to the installation of drywall.
- 21.1.3. Bullet Resistive Fiberglass Opaque Armor Panels: Provide required quantity (4' X 8" sheets) to fully sheath receptionist's transaction/wall at lobby to a height of 8'- 0" above finish floor. All joints are to be staggered. Insulgard - UL Level 3, NIJ Type IIIA- Fibergard fiberglass opaque armor (FG-300). No substitutions will be accepted.
- 21.1.4. Cord Management System: All laminates (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.
- 21.1.5. Countertop Shop Drawings, Product Data, 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 herein.
- 21.1.6. Door Release Button Console: Provide and install door release button console for remote release of electric strike doors within client lobby, including but not limited to: Client Interview Room corridor, Client Family Room door, Reception door (to Lobby) and Client Training/Conference Room door(s).
- 21.2. Security Alarm: See Alarm section. Provided by others.
- 21.2.1. Alarm Panel and Console Station: Provided by the Alarm contractor.
- 21.3. Security Window Intercom System: Provided by the Tenant. Installation by Landlord.
- 21.4. Adjacencies: Entry door(s) shall be located off the DFA clerical area.

22. FILE ROOM:

- 22.1. File Room Area – As shown on plan
- 22.1.1. Door Assembly: Solid core wood veneer door and hollow metal frame with standard hardware (type: storeroom).
- 22.1.2. Work Counter: Install approximately 8 lineal feet of standard width (25" depth), custom grade, high-pressure laminate countertop with matching, field applied 4" backsplash. Counter shall be secured directly to wall(s). Mounting heights of the work surface shall be

29 1/2" – 30" from finished floor, or as otherwise specified by building codes or ADA requirements. Contractor shall also field coordinate and install blocking for mouse and keyboard installations (by others). Color of plastic laminate to be chosen by the Tenant. Three cord management grommets shall be provided – locations to be identified by Tenant.

- 22.1.3. Flooring: Vinyl composite floor tile (12" X 12") with standard 4" vinyl cove toe baseboard. Installation pattern to be defined by the Tenant. Allow up to two tile colors in pattern.

23. INTERVIEW ROOMS:

23.1. Interview Rooms – As defined by plan, to include:

23.1.1. Primary Interview Workcounter: At all standard Interview Rooms. Landlord to provide and install one plastic laminate, square edged workcounter. Workcounter 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. 10'-0"), including a modesty panel² which shall extend to 8" above finished floor. The workcounter shall be permanently affixed to the partition walls, at a worksurface height of 29 1/2" from finished floor, and shall have one vertical brace permanently affixed to the floor. Contractor shall also field coordinate and install blocking for mouse and keyboard installations (by others). Color of plastic laminate to be chosen by the Tenant.

23.1.2. Primary Interview Workcounter -HC Interview Room(s). Landlord to provide and install one plastic laminate, square edged workcounter. Workcounter shall be custom grade, high-pressure laminate, Counter shall be secured directly to wall(s), 30" in depth and ~ 48" in length. The workcounter shall be permanently affixed to the demising wall, the worksurface height shall be 29 1/2" from the finished floor. The vertical end brace constructed of same materials as the horizontal worksurface laminate. Color of plastic laminate to be chosen by the Tenant.

23.1.3. Cord Management System: All laminates shall be provided with cord management grommets, with a minimum inside diameter of 2". Location and type to be field determined by Tenant.

23.1.4. Electrical & HVAC Loads: Design capacities to support a PC, monitor and printer in each interview room.

23.2. Security Alarm: See *Alarm section. Provided by the Tenant.*

24. FAMILY & OBSERVATION ROOMS:

24.1. Family Visiting Room – As shown on plan

24.1.1. Door Assembly –

24.1.1.1. Client: 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. <<released by receptionists>>

24.1.1.2. Door Assembly - 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. <<controlled access point>>

24.1.2. Lighting: *Specific and relative to only this room.* Supply and install six (6) recessed incandescent light fixtures with a bulb capacity of 100 watts each.

24.1.2.1. Independent switching shall be controlled by a dimmer type switch installed in the adjacent secure staff corridor.

24.1.3.

24.1.4. Security Alarm: See Alarm section. *Provided by the Tenant.*

24.1.5. Observation Room As shown on plan

24.1.6. Lighting: *Specific and relative to only this room.* Independent switching shall be controlled by a dimmer type switch installed within this room.

² Privacy panel may be constructed of AB plywood or MDO board.

- 24.1.7. Security Observation Mirror - 2' (w) X 3' (h): Shall consist of standard one-way plate mirror glass in either an extruded aluminum or metal frame.
 - 24.1.7.1. Frame: Suggested manufacturer: *Kawneer*; Finish: Clear anodized.
- 24.1.8. Installation: The sill of the frame should be installed at a height of 34" from the finished floor. Tenant wishes to field verify installation prior to the installation of drywall.
- 24.1.9. Note: The installation of independent light switching is required for this room.
- 24.2. Air-Phone Intercom: *Provided by the Tenant*.

25. STAFF LOUNGE:

- 25.1.1. Staff Lounge Area - As shown on plan
- 25.1.2. Millwork: Install approximately 12-1/2 lineal feet of commercial grade base and wall cabinets with custom grade, high pressure (25" depth) laminate countertop with matching, field applied 4" backsplash.
 - 25.1.2.1. Manufacturer: Suggested manufacturers: *Merrillat or Shrock*. Model: to be selected by Tenant from manufacturer's best product line.
- 25.1.3. Laminate: *Wilsonart* or equal.
- 25.1.4. Cabinet/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 concept expressed in the Documents.
- 25.1.5. Plumbing: Install standard double bowl stainless steel sink with lever type faucet with sprayer.
- 25.2. Appliances: Tenant shall provide 2 new large microwave ovens and 1 new refrigerator (min. 20 c.f.). Landlord shall provide appropriate electrical circuits and receptacles for same.
- 25.3. Drinking Fountain: Type: Refrigerated.
- 25.4. 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.
- 25.5. 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.

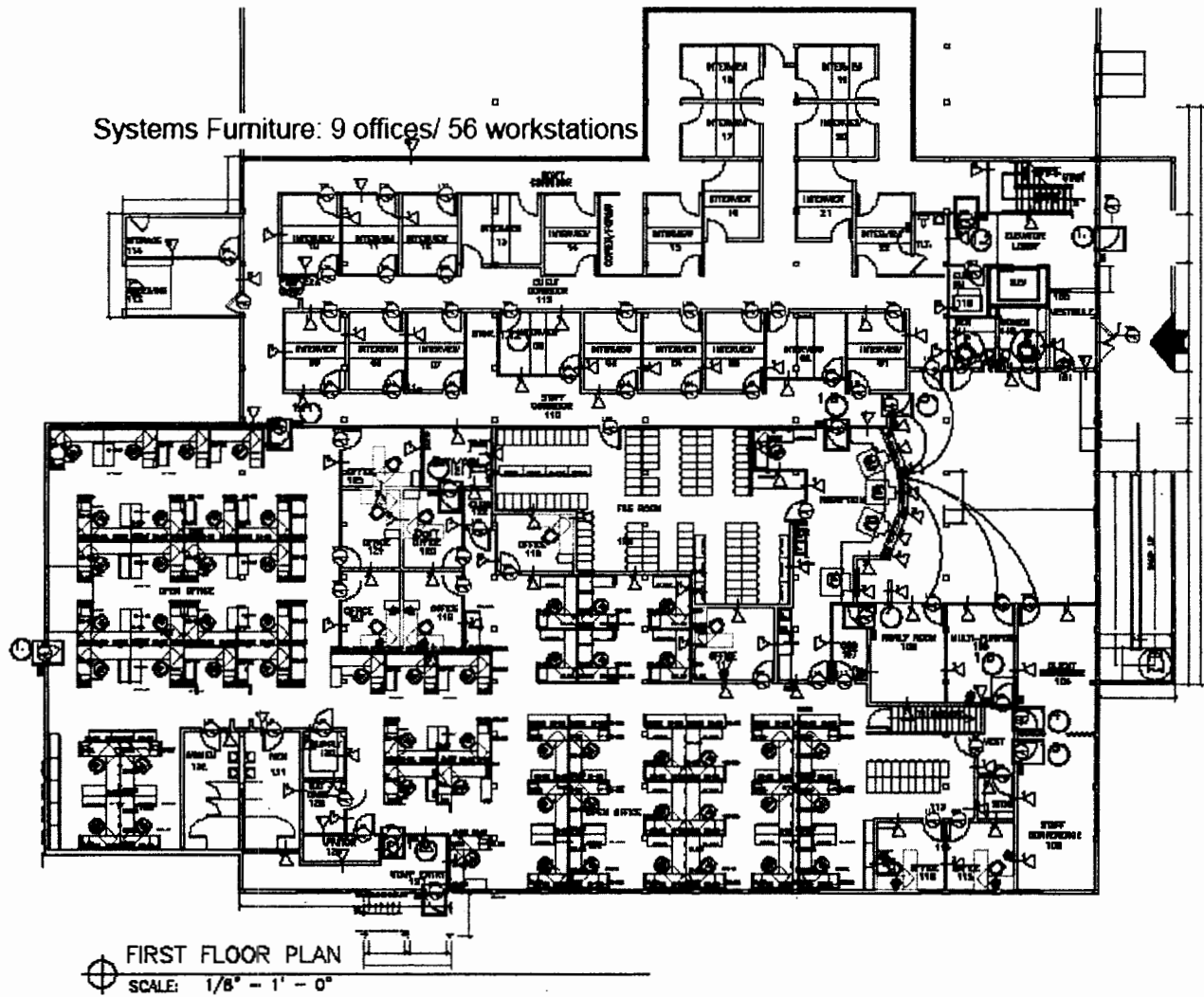
26. PUBLIC TRAINING and CONFERENCE ROOM:

- 26.1. Public Training and Conference Room:
- 26.2. Accordion Partition: Provide the complete installation of an operable folding partition. (see Typical Finish Schedule) Landlord shall provide all necessary materials and labor, including but not limited to: operable partition, all framing and structural work, ceiling modifications, HVAC, lighting and finish work.
 - 26.2.1. General Specifications: 1) center track supported; 2) top hung; 3) sections - X type; 4) material - Type II Wallcovering; 5) manual operation; 6) Sound Transmission Coefficient (STC): Minimum 39; 7) Suggested Manufacturer: *HUFCOR Inc. (Series 3900)*.

27. SUPPLY and STORAGE ROOM:

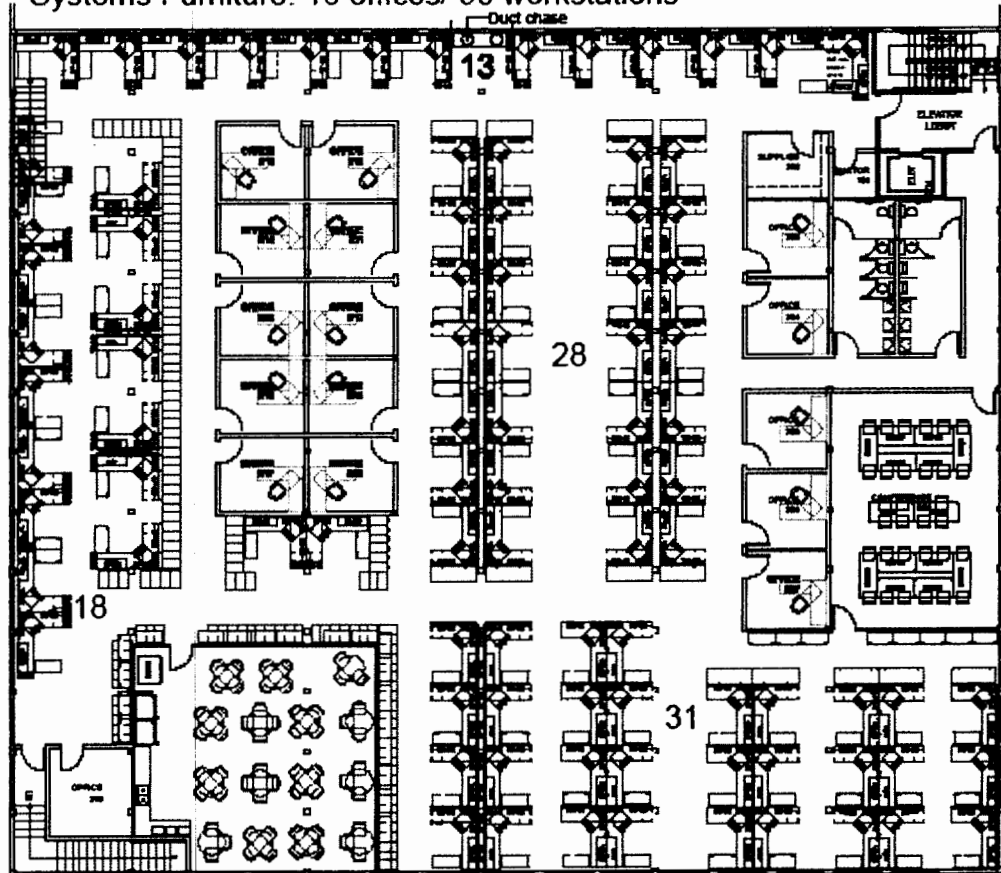
- 27.1. Supply and Storage Room As shown on plan
- 27.2. Shelving: Provide a minimum of 250 lineal feet of pre-manufactured shelving, such as *Space Maker* (vinyl coated wire construction) or heavy duty standards with adjustable shelving. Installation to be field located by Tenant.

DWG-A1 TENANT FIRST FLOOR PLAN LAYOUT



DWG-A2 TENANT SECOND FLOOR PLAN LAYOUT

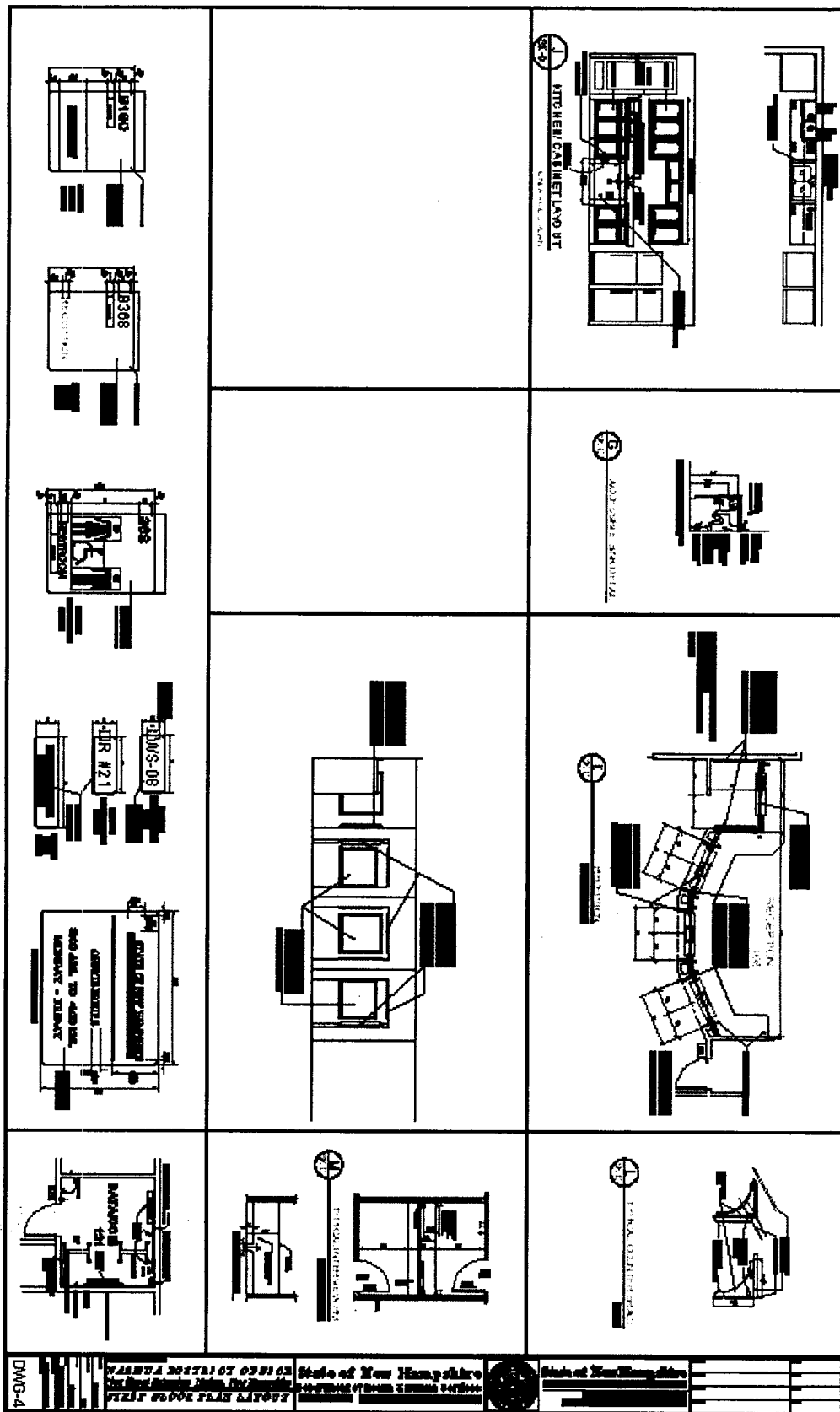
Systems Furniture: 16 offices/ 90 workstations



↖ SECOND FLOOR PLAN

PMB DSC

DWG-A3 TENANT LARGE SCALE PLANS AND DETAIL



PMB 02

D-1 SAMPLE DOOR AND HARDWARE SCHEDULE

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Door #	Extension	DOOR				GLASS				HARDWARE				NOTES			
		LOC	WD	HGT	THK	MATL	MATL	CO	GLASS	FRAME	HW	HW	HW				
100	X	Exterior	3-4"	7-0"	1 3/4"	WOOD	HM	FW	VP	HS-11a	SET	KEANG	M	E	CR	RL	HS-11a
101	X	Vestibule 101	3-0"	7-0"	1 3/4"	WOOD	HM	FW	VP	HS-11a			X	X	2X	X	PROVIDE FULL WEATHERSTRIPPING
102	X	Exterior	3-0"	7-0"	1 3/4"	WOOD	HM	FW	VP	HS-11a			X	X		X	PROVIDE FULL WEATHERSTRIPPING
103		Women	3-0"	7-0"	1 3/4"	WOOD	HM	KO		HS-7c							
104		Client Corridor	3-5"	7-0"	1 3/4"	WOOD	HM	FW	THG	HS-10			X	X		X	Client Corridor (release at reception)
105		Client Corridor	3-5"	7-0"	1 3/4"	WOOD	HM	FW									
106		Family Room 106	3-0"	7-0"	1 3/4"	WOOD	HM	FW					X	X		X	Family Room (release at reception)
107		Family Room 107	3-0"	7-0"	1 3/4"	WOOD	HM	FW					X	X		X	Family Room (release at reception)
108		Client Conference	3-0"	7-0"	1 3/4"	WOOD	HM	FW	VP	HS-10			X	X		X	Client Training/Conference (release at reception)
109		Client Conference	3-0"	7-0"	1 3/4"	WOOD	HM	FW	VP	HS-10			X	X		X	Client Training/Conference (release at reception)
110		Staff Conference	3-0"	7-0"	1 3/4"	WOOD	HM	FW	VP	HS-10a			X	X		X	
111		Staff Conference	3-0"	7-0"	1 3/4"	WOOD	HM	FW									
112		Multi-Purpose	3-5"	7-0"	1 3/4"	WOOD	HM	FW	VP	HS-10a			X	X		X	
113		Multi-Purpose	3-5"	7-0"	1 3/4"	WOOD	HM	FW									
114		Vestibule 114	3-5"	7-0"	1 3/4"	WOOD	HM	KO	VP	HS-7c			X	X		X	
115		Office	3-5"	7-0"	1 3/4"	WOOD	HM	KO		HS-7d			X	X		X	
116		Office	3-5"	7-0"	1 3/4"	WOOD	HM	KO		HS-7d			X	X		X	
117		Observation	3-0"	7-0"	1 3/4"	WOOD	HM	KO	VP	HS-7d			X	X		X	
118		Reception	3-0"	7-0"	1 3/4"	WOOD	HM	KO		HS-7a			X	X		X	
119		Office	3-0"	7-0"	1 3/4"	WOOD	HM	KO		HS-7a			X	X		X	
120		Office	3-0"	7-0"	1 3/4"	WOOD	HM	KO		HS-7d			X	X		X	
121		Office	3-0"	7-0"	1 3/4"	WOOD	HM	KO		HS-7d			X	X		X	
122		Office	3-0"	7-0"	1 3/4"	WOOD	HM	KO		HS-7d			X	X		X	
123		Office	3-0"	7-0"	1 3/4"	WOOD	HM	FW		HS-7a			X	X		X	
124		Reception	3-0"	7-0"	1 3/4"	WOOD	HM	FW		HS-7a			X	X		X	
125		Office	3-0"	7-0"	1 3/4"	WOOD	HM	KO		HS-7d			X	X		X	
126		Office	3-0"	7-0"	1 3/4"	WOOD	HM	KO		HS-7d			X	X		X	
127		Office	3-0"	7-0"	1 3/4"	WOOD	HM	KO		HS-7d			X	X		X	
128		Office	3-0"	7-0"	1 3/4"	WOOD	HM	KO		HS-7d			X	X		X	
129		Maternal Care	3-0"	7-0"	1 3/4"	WOOD	HM	KO		HS-7c			X	X		X	
130		Men	3-0"	7-0"	1 3/4"	WOOD	HM	KO		HS-7c			X	X		X	
131		Women	3-0"	7-0"	1 3/4"	WOOD	HM	KO		HS-7c			X	X		X	
132		Women	3-0"	7-0"	1 3/4"	WOOD	HM	KO		HS-7c			X	X		X	

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D-1 SAMPLE DOOR AND HARDWARE SCHEDULE

Page 2

Door	Room	Size	Material	Hardware	Notes
133	Lounges	3'-0" x 7'-0"	1 3/4" WOOD	HM KD THG HS8	
134	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
135	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
136	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
137	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
138	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
139	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
140	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
141	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
142	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
143	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
144	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
145	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
146	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
147	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
148	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
149	File Room	3'-0" x 7'-0"	1 3/4" WOOD	HM KD THG HS7a	
150	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
151	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
152	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
153	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
154	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
155	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
156	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
157	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
158	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
159	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
160	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
161	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
162	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
163	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
164	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	
165	Office	3'-0" x 7'-0"	1 3/4" WOOD	HM KD HS7d	

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D-1 SAMPLE DOOR AND HARDWARE SCHEDULE

Page 3

Door No.	Room	Size	Material	Finish	Hardware	Notes
167	Interview	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7d	Interview Room 15 - Client
168	Interview	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7d	Interview Room 16 - Client
169	Interview	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7d	Interview Room 17 - Client
170	Interview	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7d	Interview Room 18 - Client
171	Staff Corridor	3'-0" x 7'-0"	WOOD	HM	FV VP HS-13	Interview Room 19 - Client
172	Interview	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Interview Room 20 - Client
173	Receiving	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Overhead Door
174	Receiving	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Overhead Door
175	Interview	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Interview Room 21 (staff)
176	Interview	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Interview Room 22 (staff)
177	Interview	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Interview Room 23 (staff)
178	Interview	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Interview Room 24 (staff)
179	Interview	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Interview Room 25 (staff)
180	Interview	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Interview Room 26 (staff)
181	Interview	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Interview Room 27 (staff)
182	Interview	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Interview Room 28 (staff)
183	Interview	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Interview Room 29 (staff)
184	Staff Corridor	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Interview Room 30 (staff)
185	Staff Corridor	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Interview Room 31 (staff)
186	Staff Corridor	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Interview Room 32 (staff)
187	Staff Corridor	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Interview Room 33 (staff)
188	Staff Corridor	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Interview Room 34 (staff)
189	Staff Corridor	3'-0" x 7'-0"	WOOD	HM	KD VP HS-7	Interview Room 35 (staff)

LEGEND:

HM	HOLLOW METAL 16ga	VP	VISION PANEL 4x24	M	KEYED LOCKSET/HATCHSET
FV	FULLY WELDED 16ga	W	WIRE GLASS VISION PANEL	E	ELECTRIC STRIKE
KD	KNOCK-DOWN 18 ga	THG	TOP-HALF-GLAZED	CR	CARD READER
AL	ALUMINUM	FV	FULL VIEW/HALF GLAZED	RU	REMOTE UNLOCK
GL	GLASS - TEMPERED	PT	DEFINITION?	REX	REQUEST TO EXIT

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D-1 SAMPLE DOOR AND HARDWARE SCHEDULE

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Door	Room	Size	Material	Finish	Hardware	Notes
201	X	L2 Lobby Entry	3'-0"	7'-0"	1 3/4"	WOOD HM FW VP HS-11 X X X X PROVIDE FULL WEATHERSTRIPING
202		Office	3'-0"	7'-0"	1 3/4"	WOOD HM KD HS-7c
203		Men	3'-6"	7'-0"	1 3/4"	WOOD HM KD HS-08
204		Office	3'-0"	7'-0"	1 3/4"	WOOD HM KD HS-7d
205		Office	3'-0"	7'-0"	1 3/4"	WOOD HM KD HS-7d
206		Office	3'-0"	7'-0"	1 3/4"	WOOD HM KD HS-7d
207		Office	3'-0"	7'-0"	1 3/4"	WOOD HM KD HS-7d
208		Office	3'-0"	7'-0"	1 3/4"	WOOD HM KD HS-7d
209		Office	3'-0"	7'-0"	1 3/4"	WOOD HM KD HS-7d
210		Office	3'-0"	7'-0"	1 3/4"	WOOD HM KD HS-7d
211		Office	3'-0"	7'-0"	1 3/4"	WOOD HM KD HS-7d
212		Office	3'-6"	7'-0"	1 3/4"	WOOD HM KD HS-7d
213		Office	3'-6"	7'-0"	1 3/4"	WOOD HM KD HS-7d
214		Office	3'-6"	7'-0"	1 3/4"	WOOD HM KD HS-7d
215	X	L2 Entry	3'-6"	7'-0"	1 3/4"	WOOD HM FW VP HS-11 X X X X PROVIDE FULL WEATHERSTRIPING

LEGEND:

HM	HOLLOW METAL 16ga	VP	VISION PANEL 424	M	KEYED LOCKSET/LATCHSET
FW	FULLY WELDED 16ga	W	WIRE GLASS VISION PANEL	E	ELECTRIC STRIKE
KD	KNOCK DOWN 18 ga	THG	TOP-HALF GLAZED	CR	CARD READER
AL	ALUMINUM	FV	FULL VIEW/HALF GLAZED	RU	REMOTE UNLOCK
GL	GLASS - TEMPERED	PT	DEFINITION?	REX	REQUEST TO EXT

D-2 HARDWARE TYPES

Hardware Types							
Hardware Sets							
Type	Req'd	Function		Type	Req'd	Function	
HS-1	Lockset door closer Exit Device	Classroom Panic Bar	F84	HS-9	lockset closer	storeroom	F86
HS-1a	Lockset door closer Exit Device kickplate	Classroom Panic Bar	F84	HS-10	lockset elec. Strike remote release closer	storeroom	F86
HS-2	Lockset Exit Device door closer	Classroom Panic Bar	F84	HS-10a	lockset elec. Strike remote release closer card reader REX	storeroom	F86
HS-3	Lockset door closer	security hardware		HS-11	lockset elec strike card reader REX	storeroom	F86
HS-4	Lockset door closer elect. Strike Card reader REX remote release	Classroom	F84	HS-11a	lockset elec strike (2) card reader remote release kickplate	Institutional	F87
HS-5	Lockset door closer elect. Strike REX remote release	Storeroom	F86	HS-12	lockset pilfer alarm exit device panic bar	storeroom	F86
HS-6	Lockset pull pull	detention raised recessed		HS-12a	lockset card reader elec strike exit device panic bar REX	storeroom	F86
HS-7	Lockset	Storeroom	F84	HS-13	lockset pilfer alarm (2) card readers exit device panic bar 15 sec. override	storeroom	F86
HS-7a	Lockset	Classroom	F84				
HS-7b	lockset closer	classroom	F84				
HS-7c	Lockset	Privacy	F76A				
HS-7d	latchset	passage	F75				
HS-8	push/pull closer kickplate						

SAMPLE

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D-3 HARDWARE FUNCTIONS

Function Code	Function Description	Operation
F75	Passage	For doors that do not require locking. Either knob operates latchbolt at all times
F76A	Privacy	Either knob operates latchbolt unless outside knob is locked by push-button inside. Button automatically released when inside knob is turned or door is closed Emergency release tool inserted and turned in slot will unlock outside. Outside knob always active.
F84	Classroom	Deadlocking latchbolt. Either knob operates latchbolt (except when outside knob is locked by key). Inside knob is always active. Key releases outside knob.
F86	Storeroom	Deadlocking latchbolt. Latchbolt operated by knob inside, key in outside knob. Outside knob always rigid. Inside knob always active.
F87	Institutional	Deadlocking latchbolt. Latchbolt operated by key in knob from either side. Both knobs always rigid.

D-4 SAMPLE VCT GRAPHICS

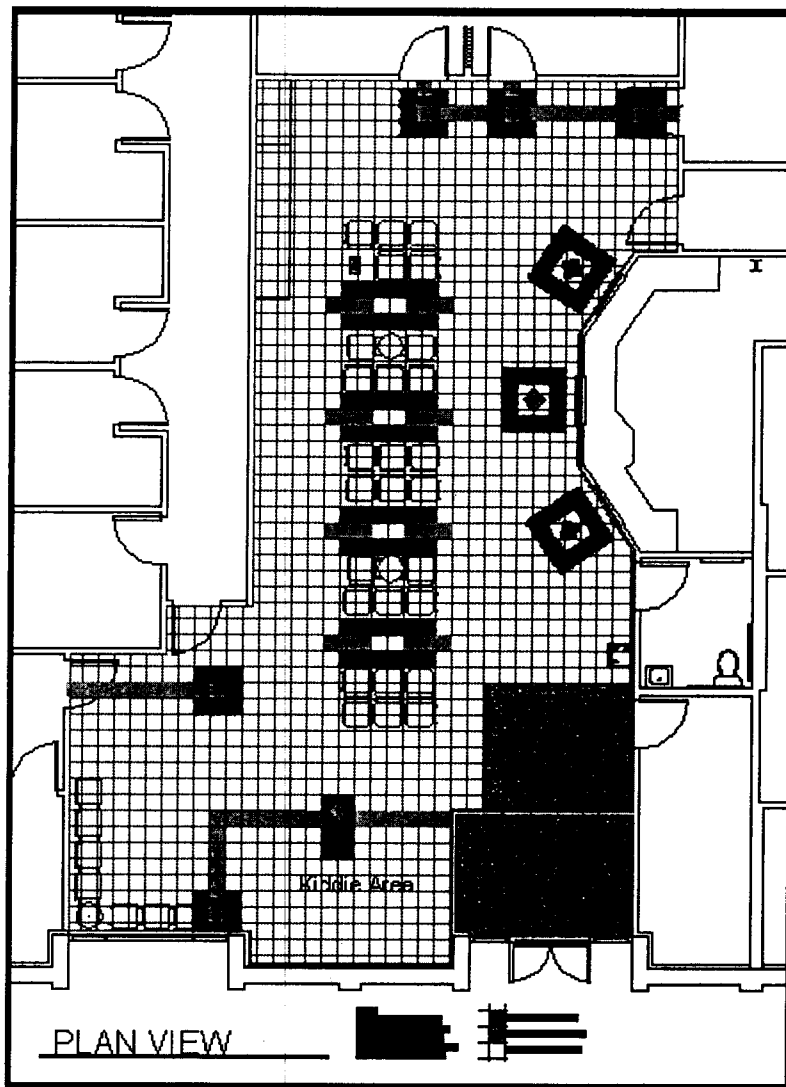


EXHIBIT E
SPECIAL PROVISIONS

The parties' agreement concerning modifications (if any) to the foregoing standard provisions of this lease are set forth below: *document any and all modifications, deletions or additions to, the standard text of the lease.*

SPECIAL PROVISIONS OF THE LEASE:

- A. 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.
- B. Required Property Management: The Landlord shall employ and identify a full time professional property manager or management team for the Premises and/or for the building to which the Premises are a part.
 - a. The property manager or management team shall provide the Tenant with a twenty four (24) hour emergency response telephone number and contact person(s).
- C. The Landlord agrees to allow the Tenant and/or their telecommunications and data provider access to the Premises for the purpose of installing the Tenant's "IT" and/or security systems at least 30 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.

TEXT REPLACING THE STANDARD PROVISIONS OF THE LEASE FOLLOWS:

Paragraph 3.2.1 "Delay in Occupancy, Commencement Date Extension" is deleted, and in place thereof is inserted:

3.2.1 Delay in Occupancy, Delay in Rental Payment Commencement:

To provide the time necessary for the Landlord to undertake and substantially complete renovations of the existing building which shall provide a fully renovated building to which the Premises shall be a part, the commencement date of Tenant's occupancy and commencement of rental payments shall be delayed until said Premises are substantially completed and Landlord in receipt of a "Certificate of Occupancy", this date is herein agreed upon by both parties as March 1, 2010. Notwithstanding the foregoing, Tenant's commencement of occupancy and rental payments may, upon the Landlords' option, be further delayed under the terms of paragraph 10.2 herein "whereupon the Tenant shall undertake the approval process required under the provisions of section 3.4 herein, requesting authorization of the amended rental commencement and termination dates".

MODIFICATIONS TO THE STANDARD PROVISIONS OF THE LEASE:

Paragraph 8.1 "Maintenance" is modified by the following:

- a. Maintenance and Repair of Broken Glass: In addition to the standard provisions of this section, the Landlord must replace any and all structurally damaged or broken glass 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 glass within said day, the Landlord must notify the Tenant, in writing prior to the close of business that day, and provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord must remove the damaged or broken glass and secure the opening and/or damaged area to the satisfaction of the Tenant.
- b. Maintenance and Repair of HVAC: In addition to the standard provisions of this section, the Landlord hereby agrees they must 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, and 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 Tenant until the deficiency is remedied.
- c. Both Parties agree that the responsibility of the landlord is to clean all Heating Ventilation System supply and return grills only and not to the extent of the air ducts.

Paragraph 10.1.1 is modified by the following:

Notwithstanding provisions of section 10 or anything contained in this lease to the contrary, it is understood and agreed to by both Parties that "completion" shall mean "substantial completion". "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 operations. Use of the terms "complete (d)" or "completion" shall mean "substantially complete (d)" and "substantial completion," respectively.

Paragraph 11 is modified by the following:

1. 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 provided the Tenant complies with the terms of the Agreement hereunder. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at lease 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.

2. Leasehold Improvement Communication/Coordination: In addition to the standard provisions of this section, the Landlord agrees they shall directly communicate and coordinate any and all non-routine (excluding emergency) repairs, replacements and any/all property improvements to the Tenant. Such communication and coordination shall be provided with sufficient advance notice as to allow for effective planning and communication from Tenant to the affected on-site Manager of Operations and/or the facility's general staff population. Dependent on the scope of the project, Tenant may require Landlord to provide a graphical Phase Plan and/or a written estimated timeline for the project prior to the project's commencement.

Paragraph 15 "Insurance" of the Lease is deleted and replaced with the following new paragraph 15.

During the Term and any extension thereof, the Landlord shall at it's sole cost and expense, maintain 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. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and one million (\$1,000,000.00) per incident and no less than one million (\$1,000,000.00) in excess/umbrella liability each occurrence. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein.

Paragraph 15 Insurance is modified by the following:

The requirement within this section for the Landlord to provide certification of such insurance attached to the agreement herein is delayed to providing certification of such insurance no later than the date set forth herein for substantial completion of the Premises and commencement of the Tenant's rental term and occupancy. Upon this date or sooner, the Landlord shall provide insurance coverage for the Premises in compliance with all provisions of section 15 Insurance and certification thereof to the Tenant. In no instance shall the Tenant commence occupancy or payment of rent prior to obtaining certification of such insurance.

P.M. MacKAY

GROUP

P.M. MacKAY AND SONS, INC.

GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

DESIGN/BUILD
FIRE AND WATER
LOSS RESTORATION
COMMERCIAL FITUPS
RESIDENTIAL BUILDING
AND REMODELING
PAINTING DIVISION

Industrial Construction Services

NEW PLANT
SETUP/FITUP
STRUCTURAL STEEL
AND CONCRETE
MODIFICATIONS
RENOVATIONS
OFFICE FITUPS

RIVERSIDE BUSINESS PARK, Nashua, NH

LEASING

OFFICE SPACE
MILL SPACE
INDUSTRIAL/
MANUFACTURING
SPACE
COLD STORAGE
BUILD TO SUIT
RETAIL PAD SITE

September 16, 2009

State of N.H.
Dept. of Administrative Services,
Bureau of Planning and Management
Attn: Mr. Leon J. Smith Jr., Administrator
129 Pleasant St.
Concord, NH 03301

RE: Department of Health and Human Services –
Workers Compensation/Insurance Coverage

Dear Mr. Smith,

Riverside Properties of Nashua, Inc. is a real estate holding company, whose ownership is directly related to the ownership of P.M. MacKay & Sons, Inc.

P.M. MacKay & Sons, Inc. is an integrated trade services company that performs general contracting, as well as all sub-service related maintenance.

P.M. MacKay & Sons, Inc., DBA: P.M. MacKay Group, will furnish all labor to perform construction and maintenance for this lease contract between Riverside Properties of Nashua, Inc. and the State of New Hampshire.

I have enclosed a copy of their insurance certificate.

Very truly yours,



Peter M. Bonnette
President of P.M. MacKay & Sons, Inc.
President of Riverside Properties of Nashua, Inc.

PMB:cjm
Phone: (603) 271-8121
Fax: (603) 271-8149

Nashua, NH • Bangor, ME

25 Marshall Street • Nashua, NH 03060 • (603) 882-2991 • fax: 603-882-0464
e-mail: pmmackaygroup.com • www.pmmackaygroup.com



EXHIBIT F

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/16/2009												
PRODUCER Phone: 603-625-1100 USI Insurance Svcs of NE, Inc. PO Box 6360 Manchester NH 03108-6360		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED P M Mackay and Sons, Inc. 5 Pine St Extension #6 Mill Annex Nashua NH 03060		<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <u>Hanover Insurance Company</u></td> <td><u>22292</u></td> </tr> <tr> <td>INSURER B: <u>Massachusetts Bay Insurance C</u></td> <td><u>22306</u></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <u>Hanover Insurance Company</u>	<u>22292</u>	INSURER B: <u>Massachusetts Bay Insurance C</u>	<u>22306</u>	INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
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INSURER D:														
INSURER E:														

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	X	GENERAL LIABILITY	ZHV670069808	4/22/2009	4/22/2010	EACH OCCURRENCE	\$ 1,000,000	
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 5,000	
		☐				PERSONAL & ADV INJURY	\$1,000,000	
		☐				GENERAL AGGREGATE	\$2,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000	
		☐ POLICY ☐ PRO-JECT ☐ LOC						
B		AUTOMOBILE LIABILITY	ADV668158811	4/22/2009	4/22/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		☒ ANY AUTO				BODILY INJURY (Per person)	\$	
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
		☒ HIRED AUTOS						
		☒ NON-OWNED AUTOS						
		☐						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$	
		☐				AGG	\$	
A		EXCESS/UMBRELLA LIABILITY	UHV757373306	4/22/2009	4/22/2010	EACH OCCURRENCE	\$ 2,000,000	
		☒ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$ 2,000,000	
		☐					\$	
		☐ DEDUCTIBLE					\$	
		☐ RETENTION \$					\$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WDV874575004	4/22/2009	4/22/2010	☒ WC STATU-TORY LIMITS ☐ OTH-ER		
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	
1. DESCRIPTION OF OPERATIONS: 2. LOCATIONS: 3. VEHICLES: 4. EXCLUSIONS ADDED BY ENDORSEMENT: 5. SPECIAL PROVISIONS:	

WC-no excluded officers.

Additional Insured as required by written contract per form 421-0288 (01/03) attached to the policy.

Project:

CERTIFICATE HOLDER

RIVERSIDE PROPERTIES OF NASHUA,
INC.; 22 KEHOE AVENUE
NASHUA NH 03060-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



STATE OF NEW HAMPSHIRE

EXHIBIT G

GOVERNOR'S COMMISSION
ON DISABILITY

**ARCHITECTURAL BARRIER-FREE
DESIGN COMMITTEE**

John H. Lynch, Governor
Paul Van Blarigan, Chairman
Carol A. Nadeau, Executive Director

David Gleason, Chair
Karle McKinster, Vice Chair
Wendy Beckwith, Accessibility Specialist

57 Regional Drive
Concord, NH 03301-8518
(603) 271-2773
1-800-852-3405 Toll Free } Voice or TTY
(603) 271-2837 FAX

Direct Line (603) 271-4177
Email: wendy.beckwith@nh.gov
Website: www.nh.gov/disability/abcommittee.html

January 20, 2009

To The Honorable Governor John Lynch and Members of the Executive Council:

Requested Action

Recommendation Regarding Lease Approval

Lessee: Department of Health and Human Services
Location: 5 Pine Street Extension, # 6 Mill West, Nashua, NH 03060
Lessor: Riverside Properties of Nashua, Inc
Term: March 1, 2009 to June 30, 2014

The Architectural Barrier-Free Design Committee respectfully recommends that the subject **NEW lease** for 23,667 square feet of space **be approved, with the following conditions**, to be met prior to occupancy and commencement of the Term:

1. All new construction must be completed in compliance with Exhibit D Part III and with all applicable building codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2006, ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG citations). **All revised plans shall be submitted for approval by the Architectural Barrier-Free Design Committee and the local authority having jurisdiction (i.e. the Building Inspector).**
2. Construction drawings at 60% completion shall be submitted to the Architectural Barrier-Free Design Committee for an accessibility plan review.
3. Prior to occupancy the Architectural Barrier-Free Design Committee shall be invited to conduct an accessibility site visit.

This recommendation is based upon the assurances of the leasing agency's ADA Coordinator that this facility will be accessible upon completion of Exhibit D conditions.

Should future inspection prove that areas of non-compliance exist, the agency should either withhold rent until the landlord brings the facility into compliance or the agency should negotiate to remedy the non-complying areas with the state.

Respectfully Submitted and Approved by the **Architectural Barrier-Free Design Committee**:


David Gleason, Chair

wb

wb

cc: Mary Belec, Administrator, Planning and Management, Administrative Services

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Riverside Properties of Nashua, Inc.

As of 04-Sep-2009 3:02 PM EDT

Save to MyEPLS

Your search returned no results.

It is further recommended that you perform a **Partial Name** search on any word of the name to further confirm the eligibility status of the party. An additional **Partial Name** search might be necessary because an **Exact Name** match will not be found if the spelling or format of the name you are searching for is different than the name of the exclusion in EPLS.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates

Contact Information

- > Email: support@epls.gov
eplscomments@epls.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757

EPLS

Excluded Parties List System

**Search Results Excluded By
Exact Name : Riverside Properties of Nashua, Inc.
as of 04-Sep-2009 3:02 PM EDT**

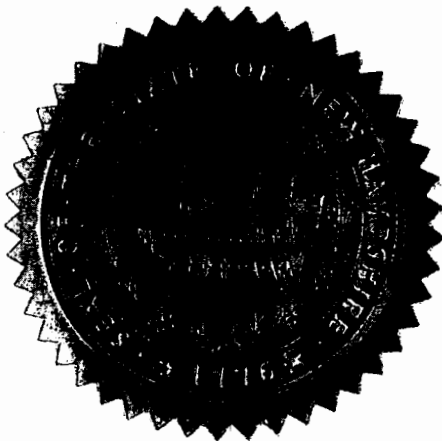
Your search returned no results.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify RIVERSIDE PROPERTIES OF NASHUA INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 5, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of September, A.D. 2009

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

William M. Gardner
Secretary of State

Riverside Properties of Nashua, Inc.
22 Kehoe Avenue
Nashua, NH

September 3, 2009

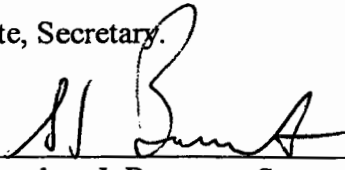
At a special meeting of the Board of Directors for Riverside Properties of Nashua, Inc., the following Directors were present:

Peter M. Bonnette – President
Stephen J. Bonnette – Secretary/Treasurer
Alvin R. Bonnette – Vice President

Peter M. Bonnette proposed a motion that Riverside Properties of Nashua, Inc. enter into a lease agreement with the State of NH Department of Health and Human Services in accordance with the terms of the lease agreement dated September 3, 2009, pages 1-63 for approximately 32,437 SF located at 5 Pine St. Extension #6 Mill West first and second floor.

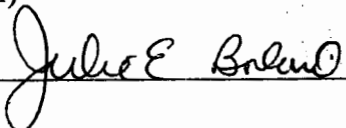
The motion was seconded by Stephen Bonnette, secretary/treasurer. The vote was unanimous in favor.

I certify this to be a true statement by Stephen Bonnette, Secretary.



Stephen J. Bonnette, Secretary/Treasurer

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) 9/3/09, appeared before me
(print full name of notary) Julie E. Boilard the undersigned officer personally
appeared (insert full name) Stephen J. Bonnette
Who acknowledged him/herself to be (print officer's title, and the name of the corporation
Secretary, Riverside Properties of Nashua, Inc. 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)



Julie E. Boilard

10/22/2013