115A mlc


STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

Helen E. Hanks
Commissioner

Robin H. Maddaus
Director


May 21, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a ten-year lease agreement with Jeffrey North, 25 Main Street, Newport, NH 03773, VC# 344418, for an amount not to exceed $492,434.88, for the provision of probation and parole district office space, for approximately 2,308 square feet, located at 17 Main Street, Newport, NH 03773 with a renewal option for two (2) additional terms of five years each, effective upon Governor and Executive Council approval for the period of July 1, 2021 to June 30, 2031. 100% General Funds

Funding for Fiscal Year 2022-2031 is anticipated to be available in future fiscal years in the following account, *District Offices*: 02-46-46-464010-8302-022-500248, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances among fiscal years within the price limitation through the Budget Office, if needed and justified.

| Newport Probation/Parole District Office | | | | | |
|---|---|---|---|---|---|
| Account: | Description | FY 2022 | FY 2023 | FY 2024 | Total |
| 02-46-46-464010-8302-022-500248 | Rents to Non-State | 47,314.00 | 47,314.00 | 48,260.28 | 142,888.28 |
| Account: | Description | FY 2025 | FY 2026 | FY 2027 | Total |
| 02-46-46-464010-8302-022-500248 | Rents to Non-State | 48,260.28 | 49,229.64 | 49,229.64 | 146,719.56 |
| Account: | Description | FY 2028 | FY 2029 | FY 2030 | Total |
| 02-46-46-464010-8302-022-500248 | Rents to Non-State | 50,199.00 | 50,199.00 | 51,214.52 | 151,612.52 |
| Account: | Description | FY 2031 | | | Total |
| 02-46-46-464010-8302-022-500248 | Rents to Non-State | 51,214.52 | | - | 51,214.52 |
| **Total Lease Amount:** | | | | | **$ 492,434.88** |

## EXPLANATION

The NH Hampshire Department of Corrections (NHDOC) is seeking to enter into a ten-year lease agreement, in the amount of $492,434.88, to commence on July 1, 2021 and end on June 30, 2031. Approval of the ten-year lease agreement will provide a Probation and Parole District Office servicing the Claremont/Newport area located at the 17 Main Street, Newport, NH 03773.

As required by Administrative Rule Adm. 610.06 "Public Notice," in 2020 the NHDOC conducted a space search by publishing a public notice in the Claremont Eagle Times and concurrent postings on the Department of Administrative Services "Planning and Management" website to solicit letters of interest for a five or ten-year lease space in the Claremont/Newport area. As a result of the solicitation, NHDOC received only one letter of interest, Jeffrey North.

The square footage will be 2,308 square feet with the lease rate at $20.50 per square foot, $47,314.00 annually, for year one through two and will increase approximately 2% at the inception of year three and every other year thereafter for the remaining of the lease term. Year three rate will increase to approximately $20.91 per square foot, $48,260.28, annually, year five rate will increase to approximately $21.33, $49,229.64, annually, year seven will increase to approximately $21.75, $50,199.00 and year nine rate will increase to $22.19, $51,214.52, annually for a total cost of $492,434.88.

This ten-year lease is structured to be payable as a "modified gross lease" with the Landlord completing all the building modification required to make the space move in ready. The utilities, janitorial, and annual fire extinguisher checks shall be Tenant responsibility. The tenant space will have a larger waiting room, a larger staff area, a data closet with climate controlled air, an ADA compliant restroom and secure storage. Employee parking is available around the back of the building and client parking is on the city street in front of the building.

Your favorable consideration of the enclosed ten-year lease agreement is appreciated.

Respectfully Submitted,

Helen E. Hanks
Commissioner

RHH

LRCP 21-021

STATE OF NEW HAMPSHIRE
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Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

May 21, 2021

The Honorable John Graham, Chairman
Long Range Capital Planning and Utilization Committee
Legislative Office Building – Room 201
Concord, New Hampshire 03301

**Approved by the Long Range Capital Planning and Utilization Committee June 21, 2021**

## REQUESTED ACTION

Pursuant to RSA 4:39-b, the NH Department of Corrections, Division of Field Services (the "Tenant"), requests approval of a ten-year lease agreement with Jeffrey North, VC# 344418, 25 Main Street, Newport, NH 03773 (the "Landlord"), for approximately 2,308 square feet of probation and parole office space located at 17 Main Street, Newport, NH 03773, effective upon Governor and Executive Council approval, for the period of July 1, 2021 to June 30, 2031, for an amount not to exceed $492,434.88, subject to the schedule of annual rent.

Funding for Fiscal Year 2022-2031 is anticipated to be available in future fiscal years in the following account, *District Offices*: 02-46-46-464010-8302-022-500248, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances among fiscal years within the price limitation through the Budget Office, if needed and justified.

## EXPLANATION

The NH Hampshire Department of Corrections (NHDOC) is seeking to enter into a ten-year lease agreement, in the amount of $492,434.88, to commence on July 1, 2021 and end on June 30, 2031. Approval of the ten-year lease agreement will provide a Probation and Parole District Office servicing the Claremont/Newport area located at the 17 Main Street, Newport, NH 03773.

As required by Administrative Rule Adm. 610.06 "Public Notice," in 2020 the NHDOC conducted a space search by publishing a public notice in the Claremont Eagle Times and concurrent postings on the Department of Administrative Services "Planning and Management" website to solicit letters of interest for a five or ten-year lease space in the Claremont/Newport area. As a result of the solicitation, NHDOC received only one letter of interest, Jeffrey North.

The square footage will be 2,308 square feet with the lease rate at $20.50 per square foot, $47,314.00 annually, for year one through two and will increase approximately 2% at the inception of year three and every other year thereafter for the remaining of the lease term. Year three rate will increase to

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

**FROM:** Karen L. Rantamaki, Director
Department of Administrative Services
Division of Plant and Property

**DATE:** May 27, 2021

**SUBJECT:** Attached Lease Agreement
Approval respectfully requested

**TO:** His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

**LESSEE:** Department of Corrections; Division of Field Services, 105 Pleasant Street, Concord, NH 03301

**LESSOR:** Jeffrey North, 25 Main Street, Newport, NH 03773

**DESCRIPTION:** Approval of the enclosed will authorize a 10-year lease for a probation & parole office located at 17 Main Street, Newport, NH.

**TERM:** 10 years – commencing July 1, 2021, and ending June 30, 2031

**RENT:** Rent increases 2% every two years. Annual rent years 1 & 2 is $47,314.00. Annual rent years 3 & 4 is $48,260.28. Annual rent years 5 & 6 is $49,229.64. Annual rent years 7 & 8 is $50,199.00. Annual rent years 9 & 10 is $51,214.52. Rate per square foot increases from $20.50 to $22.19 over the term. Total rent for ten years is $492,434.88

**JANITORIAL:** Not included in the lease, provided by DOC. Estimated cost is $3,500 annually and $35,000 over ten years.

**UTILITIES:** Utilities are not included in the lease and are provided by DOC. Estimated utility costs are $5,800 annually and $58,000 over ten years.

**TOTAL:** $492,434.88.00 + $35,000.00 + $58,000.00 = $585,434.88

**PUBLIC NOTICE:** Conformed to all public notice requirements under Administrative Rule ADM 610.06. One response was received and selected, resulting in the attached agreement.

**CLEAN AIR PROVISIONS:** Space will be tested within 30 days of lease commencement.

**BARRIER-FREE DESIGN COMMITTEE:** Approval recommended. Conditions agreed upon and included in attached letter.

**OTHER:** Approval of the enclosed agreement is recommended.

The enclosed contract complies with the State of New Hampshire, Division of Plant and Property rules and has been reviewed and approved by the Department of Justice.

Approved by: Department of Administrative Services

Karen Rantamaki

Karen L. Rantamaki, Director, Plant & Property

# Order Receipt

177188
R005

**Eagle Printing & Publishing LLC**
45 Crescent St.
Claremont, NH 03743
Phone: (603) 543-3100
Fax: (603) 504-3199
URL: www.eagletimes.com

INV # 20120300015714

NH DEPT. OF CORRECTIONS
Concord, NH

Acct #: 00015714
Phone: (603)271-5628
Date: 12/03/2020
Ad #: 00081760
Salesperson: Kbarton Ad Taker: Kbarton

Class: 1010
Sort Line: PROBATION AND PAROLE
Ad Notes:

| Description | Start | Stop | Ins. | Cost/Day | Amount |
|---|---|---|---|---|---|
| CET Claremont Eagle Times | 12/16/2020 | 12/30/2020 | 3 | 108.00 | 324.00 |

Check # 3170202

1st Approval MB Date: 1/13/21
Class: 20 Exp Acct:
A/U: DO.
Description: Advertising
Final Approval: Date:

RECEIVED
DEC 03 2020
DOC - FISCAL

8302
0247

Ad Text:

Payment Reference:

| | |
|---|---|
| Total: | 324.00 |
| Tax: | 0.00 |
| Net: | 324.00 |
| Prepaid: | 0.00 |
| Total Due | 324.00 |

Close Search Find Next Reset

0 Invoice URL

Attachment

Invoice Detail

Invoice Parameters

Remit To Payment Location

Invoice Origin

Invoice User Fields

0 Invoice

Note/Report/Check Comments

0 Invoice Notes

0 Invoice Report

Comments

0 Invoice Check

Comments

Invoice Discount

0 Invoice Payment

Addendum

Vendor

Payment Schedule

Expense Distributions

AOC Distributions

```
                 Vendor: Eagle Publications
       Remit To Location: Eagle Printing and Publishing
                Invoice: 20120300015714            0  Invoice
         Invoice Amount:                324.00   USD
        Discount Amount:                  0.00
            Net Payable:                324.00
         Taxable Amount:                  0.00
             Tax Amount:                  0.00  Tax Code
            Paid Amount:                324.00
             Tax Adjust:
    Invoice Description: 00015714 Claremont Eagle
                 Status: History
               Approved: Yes                      NT00000460
         Payment Number: 3170202      CHK  RECONCILE
           Invoice Date: 12/03/2020        Payment Date: 01/13/2021
               Due Date: 01/02/2021  N30
                Voucher: 4852776
         Purchase Order:                     0
   Return Reference Nbr:
        Reference Type:    Reference Nbr:
```

# PUBLIC NOTICE

Wanted to rent in greater Claremont, NH for a 5 or 10 year term lease term commencing spring/summer 2021; approx. 2,000 – 2,500 SF of office space for the State of NH Dept. of Corrections, Division of Field Services, for use as a Probation and Parole reporting office. Space offered must conform to the agency's specifications which are posted on the State's WEB site at: http://das.nh.gov/bpm/CurrentLease_RFPs.asp. Alternately to obtain specifications contact: Gail Rucker, Bureau of Planning and Management, 25 Capitol Street, Rm 409, Concord, NH 03301, or phone: (603) 271-1118 or email: gail.rucker@das.nh.gov. Any and all Letters of Interest regarding this request must be received by of 3:00 p.m. on Friday, January 15, 2021. The State of New Hampshire reserves the right to accept or reject any or all proposals.

FORM – P.44
REV. 11/2017

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

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Landlord Initials: [illegible]
Date: 5/18/21

## ATTACHMENTS REQUIRED PRIOR TO SUBMITTAL FOR FINAL APPROVALS:

1. Letter of Opinion regarding lease issued by State of New Hampshire "Architectural Barrier-Free Design Committee".
2. Certificate of Insurance issued by landlord's insurance provider documenting provision of coverage required under the lease (section 15).
3. "Vendor Number" assigned to landlord by the Bureau of Purchase and Property; number must be provided prior to lease submittal to Governor and Executive Council.

## SUPPLEMENTAL PLANS AND SPECIFICATION REQUIRED PRIOR TO SUBMITTAL FOR FINAL APPROVALS:

1. "Demise of Premise" floor plan(s): Authorized Landlord and Tenant signature with date of signature required on each.
    a. Provide plans specifying the extent of the Premises designated for the Tenant's Exclusive use, as well as any "shared" space(s) to which the Tenant shall have use and access, such as shared entrance lobbies, stairs, elevators and rest rooms. Floor plans shall show the location of the demised premises within the building to which it is a part, depiction of the location of the demised premises within the building to which it is a part, depiction of the public and staff entrances, windows, rest rooms, and description of the basic functional areas such as office, storage, conference or reception space.
    b. In the instance provision of parking is included in the terms of the lease, provide detailed site sketch or detailed description of any parking areas designated for the use of the Tenant during the Term. Illustrate and/or note all parking spaces designated for the Tenant's exclusive use, or shared use in common with others, and/or spaces which may be used by the general public. Specify all parking spaces, access aisles and accessible paths of travel provided for conformance with barrier-free access requirement for the Premises and/or the building to which the Premises is a part.
2. "Design-Build" floor plan(s) and specifications: Authorized Landlord and Tenant signatures with date of signature required on each:
    a. In the event renovation, new construction or improvements are to be made under the terms of the Lease, provide all final/agreed drawings and specifications describing the work, which shall include but not be limited to:
        i. Tenant's "Design-Build floor plan(s)"
        ii. Tenant's "Design-Build Fit-Up Specifications"
3. The documents listed in items 1 & 2 above shall be part of the finding agreement, therefore provide minimum three originals, one each distrusted to :
    a. Tenant
    b. Landlord
    c. State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

## SUPPLEMENTAL DOCUMENTATION REQURED FOR SUBMITTAL FOR FINAL APPROVALS:

1. Office of Secretary of State "Certificate of Good Standing" (CGS): needed by business organizations and trade names. Individuals contracting in their own name do not need a "CGS".
2. Certificate of Vote/Authority (CVA): needed by business entities, municipalities and trade names. Individuals contracting in their own name do not need a "CVA".

Landlord Initials: _____
Date: 5/18/21

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 by the following parties:
North Properties and NH Department of Corrections, Division of Field Services **The Lessor** (who is hereinafter referred to as the "Landlord") is:
**Name:** **Jeffrey North**
(*individual or corporate name*)
**State of Incorporation:** **N/A**
(*if applicable*)
**Business Address:** **25 Main St., Newport , New Hampshire 03773** **603 731-0807**
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:** **NH Department of Corrections, Division of Field Services**

**Address:** **105 Pleasant Street, PO Box 1806**

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

Concord New Hampshire 03302-1806 (603) 271-5600
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:** **17 Main Street,**
(*street address, building name, floor on which the space is located, and unit/suite # of space*)
**Newport,** **New Hampshire** **03773**
City State Zip

**The demise of the premises consists of:** **2,308 rentable square foot**
(*provide square footage of the leased space)*
The Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. "Demise Documentation" has been provided which includes accurate floor plans depicting the Premises showing the extent of the space for the Tenants' exclusive use and all areas to be used in common with others, together with site plan showing all entrance to the Premises and all parking areas for the Tenant's use; these documents have been reviewed, accepted, agreed-to and signed by both parties and placed on file, and shall be deemed as part of the lease document.

3. **Effective Date; Term; Delays; Extensions; and Conditions upon Commencement:**
3.1 **Effective Date: The effective dates of Agreement shall be:**
Commencing on the 1st day of July, in the year 2021, and ending on the 30th day of June, in the year 2031, unless sooner terminated in accordance with the Provisions hereof.

3.2 **Occupancy Term:** Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of Ten year(s) commencing on the 1st day of July, in the year 2021, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials:
Date: 5/18/21

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

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

3.4 **Extension of Term:** The Tenant shall have the option to extend the Term for (*number of options*) 2 Additional term(s) of five year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

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

4. **Rent:**

4.1 **Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date:
(*insert month, date and year*) July 1st, 2021
The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit A".

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

**DELETED: STANDARD PROVISION OF SECTION 5. Conditional Obligation of state; See Exhibit D herein for text replacing the standard provision**

5. ~~**Conditional Obligation of the State:**~~
~~Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period.~~

Landlord Initials:
Date: 5/18/21

~~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.~~

**DELETED: STANDARD PROVISION OF SECTION 6. UTILITIES; See Exhibit D herein for text replacing the standard provision**

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

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

~~Exceptions:~~ _____

~~*OR:*~~

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

~~Exceptions:~~ _____

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

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

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

7. **Use of Premises:**

The Tenant shall use the premises for the purpose of: Department of Corrections, Division of Field Services reporting office, shall have staff occupancy and shall conduct day to day business with clientele and for any other reasonable purposes that may arise in the course of the Tenant's business.

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

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

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

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

**DELETED: STANDARD PROVISION OF SECTION 8.4: Window Cleaning; See Exhibit D herein for text replacing the standard provision**

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

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

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

A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.

B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.

C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.

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

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A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.

B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.

**DELETED: STANDARD PROVISION OF SECTION 8.7.C: Site Maintenance; See Exhibit D herein for text replacing the standard provision**

~~C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.~~

D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

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

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

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

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

**DELETED: STANDARD PROVISION OF SECTION 8.9, Maintenance and repair; See Exhibit D herein for text replacing the standard provision**

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

~~Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections~~

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~~made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report.~~

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

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

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

**OR:**

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

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

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

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

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

**9.3 State Energy Code:** New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million ($1,000,000)

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in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.

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

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

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

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

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

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

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

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

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

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

D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance

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the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

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

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

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

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

**DELETED: STANDARD PROVISION OF SECTION 15: Insurance; See Exhibit D herein for text replacing the standard provision**

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

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

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

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

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

16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

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

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

A) No later than five (5) days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; and,

B) The Landlord shall thereupon expeditiously, at their sole expense and in good and workmanlike manner, undertake and complete such repairs that are necessary to restore the Premises to its previous condition.

C) The Landlord may provide alternate temporary space for the Tenant until such time that the Premises are restored to a condition that is substantially suitable for the Tenant's intended use. Alternate temporary space is subject to the acceptance of the Tenant. Should said temporary space provide less square footage and/or limited services for the Tenant's use, a proportionate abatement of the rent shall be made.

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

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

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

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

A) **Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or

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

18.2 **Landlord's Default: Tenant's Remedies:** In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the

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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 deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.

20. **Hazardous Substances:**

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

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

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

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

20.5 **Asbestos:**

A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be preformed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.

B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.

C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

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

Landlord Initials: _____
Date: 05/12/14

A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.

B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

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

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

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

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

LANDLORD'S PROPERTY MANAGEMENT CONTACT:
Name: Jeffrey North
Title: Owner
Address: 25 Main Street, Newport, NH 03773 Phone: (603) 731-0807
Email Address: spyderwash1@aol.com

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

TENANT'S CONTACT PERSON:
Name: Robert A. Oxley
Title: Director of Field Services
Address: PO Box 1806, Concord, NH 03302 Phone: (603) 271-5647
Email Address: Robert.A.Oxley@doc.nh.gov

24. **Landlord's Relation to the State of New Hampshire:** In the performance of this Agreement, the Landlord is in all respects an independent contractor, and is neither an agent nor an employee of the State of New Hampshire (the "State"). Neither the Landlord nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

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

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

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

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

Landlord Initials:
Date: 5/18/2(

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

26. **Personnel:**
The Landlord shall at its' own expense provide all personnel necessary to perform any and/or all services which they have agreed to provide. The Landlord warrants that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

28. **Miscellaneous:**

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

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

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

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

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

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

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

28.8 **Third Parties:** The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.

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

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

Landlord Initials:
Date: 5/12/21

**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 Corrections

**Authorized by:** (*full name and title*) Helen E. Hanks, Commissioner

**LANDLORD:** (*full name of corporation, LLC or individual*) North Properties

**Authorized by:** (*full name and title*)

Signature

Print: Jeffrey North, Owner
Name & Title

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

UPON THIS DATE (*insert full date*) May 18, 2021, appeared before me (*print full name of notary*) Mary Jannenga the undersigned officer personally appeared (*insert Landlord's signature*) Jeffrey North who acknowledged him/herself to be (*print officer's title, and the name of the corporation* owner/manager and that as such Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, 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*)

MARY H. JANNENGA
STATE OF
-MY-
COMMISSION
EXPIRES
MARCH 3,
2026
NEW HAMPSHIRE
NOTARY PUBLIC

**APPROVALS:**

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

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

Approval date: 5/21/2021

Approving Attorney: Takhmina Rakhmatova

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

Approval date:

Signature of the Deputy Secretary of State:

Landlord Initials:
Date 5/18/21

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

## EXHIBIT A
## SCHEDULE OF PAYMENTS

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

Annual Rent due and payable by the Tenant for the approximate 2,308 square foot Premises shall be in accordance with the following:

DOC- Newport Annual Rent Schedule

| Annual | $ per SF | Total SF | Annual Rent | Monthly | |
|---|---|---|---|---|---|
| Year 1 | $20.50 | 2,308 | $47,314.00 | $3,942.83 | 0% inc |
| Year 2 | $20.50 | 2,308 | $47,314.00 | $3,942.83 | 0% inc |
| Year 3 | $20.91 | 2,308 | $48,260.28 | $4,021.69 | 2% inc |
| Year 4 | $20.91 | 2,308 | $48,260.28 | $4,021.69 | 0% inc |
| Year 5 | $21.33 | 2,308 | $49,229.64 | $4,102.47 | 2% inc |
| Year6 | $21.33 | 2,308 | $49,229.64 | $4,102.47 | 0% inc |
| Year 7 | $21.75 | 2,308 | $50,199.00 | $4,183.25 | 2% inc |
| Year 8 | $21.75 | 2,308 | $50,199.00 | $4,183.25 | 0% inc |
| Year 9 | $22.19 | 2,308 | $51,214.52 | $4,267.88 | 2% inc |
| Year 10 | $22.19 | 2,308 | $51,214.52 | $4,267.88 | 0% inc |
| | | **Grand Total** | **$492,434.88** | | |

DOC – Newport Fiscal Year Rent Schedule

| | FY1 -2021 | FY1-2022 | FY 2-2023 | FY 3 2024 | FY4 -2025 | FY5 -2026 | FY6 -2027 | FY7 -2028 | FY8 -2029 | FY9 -2030 | FY10 -2031 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| July | | $3,942.83 | $3,942.83 | $4,021.69 | $4,021.69 | $4,102.47 | $4,102.47 | $4,183.25 | $4,183.25 | $4,267.88 | $4,267.88 |
| Aug | | $3,942.83 | $3,942.83 | $4,021.69 | $4,021.69 | $4,102.47 | $4,102.47 | $4,183.25 | $4,183.25 | $4,267.88 | $4,267.88 |
| Sept | | $3,942.83 | $3,942.83 | $4,021.69 | $4,021.69 | $4,102.47 | $4,102.47 | $4,183.25 | $4,183.25 | $4,267.88 | $4,267.88 |
| Oct | | $3,942.83 | $3,942.83 | $4,021.69 | $4,021.69 | $4,102.47 | $4,102.47 | $4,183.25 | $4,183.25 | $4,267.88 | $4,267.88 |
| Nov | | $3,942.83 | $3,942.83 | $4,021.69 | $4,021.69 | $4,102.47 | $4,102.47 | $4,183.25 | $4,183.25 | $4,267.88 | $4,267.88 |
| Dec | | $3,942.83 | $3,942.83 | $4,021.69 | $4,021.69 | $4,102.47 | $4,102.47 | $4,183.25 | $4,183.25 | $4,267.88 | $4,267.88 |
| Jan | | $3,942.83 | $3,942.83 | $4,021.69 | $4,021.69 | $4,102.47 | $4,102.47 | $4,183.25 | $4,183.25 | $4,267.88 | $4,267.88 |
| Feb | | $3,942.83 | $3,942.83 | $4,021.69 | $4,021.69 | $4,102.47 | $4,102.47 | $4,183.25 | $4,183.25 | $4,267.88 | $4,267.88 |
| March | | $3,942.83 | $3,942.83 | $4,021.69 | $4,021.69 | $4,102.47 | $4,102.47 | $4,183.25 | $4,183.25 | $4,267.88 | $4,267.88 |
| April | | $3,942.83 | $3,942.83 | $4,021.69 | $4,021.69 | $4,102.47 | $4,102.47 | $4,183.25 | $4,183.25 | $4,267.88 | $4,267.88 |
| May | | $3,942.83 | $3,942.83 | $4,021.69 | $4,021.69 | $4,102.47 | $4,102.47 | $4,183.25 | $4,183.25 | $4,267.88 | $4,267.88 |
| June | | $3,942.87 | $3,942.87 | $4,021.69 | $4,021.69 | $4,102.47 | $4,102.47 | $4,183.25 | $4,183.25 | $4,267.88 | $4,267.88 |
| FY Total | | $47,314.00 | $47,314.00 | $48,260.28 | $48,260.28 | $49,229.64 | $49,229.64 | $50,199.00 | $50,199.00 | $51,214.52 | $51,214.52 |
| | | | | | | | | | | GRAND TTL | $492,434.88 |

Landlord Initials:
Date: 2/18/21

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

Additional Payments: Additional payments may be made to the Landlord by the Tenant as unencumbered contingency 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.

THE REST OF THIS PAGE IS INTENTIONALLY BLANK

Landlord Initials: _____
Date: 5/12/21

## EXHIBIT B

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

1. All janitorial services within the demised space shall be the responsibility of the Tenant. All janitorial services in the common use area (Front walk way and back stairs) shall be the responsibility of the Landlord. Landlord shall keep the common areas broom clean and clutter free.

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Landlord Initials:
Date: 7/18/21

## EXHIBIT C

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

**Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements, Recycling, and Energy Conservation follow:**

**Part I** **Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.**

1. Main Front door shall have an ADA auto door opener installed
2. DOC uses Program Access for all of the Field Services offices

**Part II** **Air Testing Requirements – No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in accordance with the requirements of the Agreement herein.**

1. Definitions:
   a) "Initial lease" means the lease of space within a building, executed on behalf of a state agency when no prior lease for the rental of that particular space by the agency exists.
   b) "Office space" means an area within a building occupied for 4 or more hours each workday by one or more state employees whose primary functions include supervision, administration, clerical support, retail sales, or instruction. "Office space" does not include laboratories, vehicle repair facilities, machine shops, or medical treatment areas, and does not include any other areas where the department determines that the air quality contaminants created by the activity in the area are appropriately regulated by other state or federal authorities.
   c) "Owner or operator" means the builder, seller, lessor, donor, or the donor's executor of a building, or portion of a building, which is leased, rented, sold or bequeathed to, or which will be or has been built for, the state for use as office space.
   d) "Previously certified space" means an office space that was demonstrated to have passed the air quality tests subsequently described in this section when it was leased by the state for the first time.
   e) "Renewal lease" means the agency's previous lease has expired and a new lease agreement for the same space has been agreed upon.
   f) "Short-term lease" means a lease for any building area less than or equal to one year in duration.
   g) "Small space" means any leased building area whose total net usable square footage is equal to or less than 1,000 square feet.
2. An owner or operator who is leasing office space to the state shall demonstrate compliance with the following clean air industry standards if the space is:
   a) A space not previously occupied by the State requiring complete testing as specified; or
   b) A previously certified space subject to a renewal lease requiring modified testing; or
   c) A small space or area within a building whose total net usable square footage is equal to or less than 1,000 square feet, occupied for less than four (4) hours each workday by one or more state employees, shall be exempt from clean air testing standards.
3. Required tests and indoor air standards:
   a) Sampling and Analysis – General:

Landlord Initials: _____
Date: 5/18/24

i. Samples shall be collected by or under the direction of a certified industrial hygienist or an individual who is accredited by the American Board of Industrial Hygiene.

ii. Samples to be tested for asbestos and formaldehyde shall be analyzed by laboratories accredited by the American Industrial Hygiene Association.

b) Ventilation:

i. **Standard:** The ventilation requirement shall be a minimum of 20 cubic feet per minute (cfm) of fresh air per person occupying the space.

c) Noise Testing:

i. All state tenant noise sources turned off; such as printers and copiers; and

ii. Air handling systems in operation.

iii. Standard: Noise levels shall not exceed:

| Frequency (Hz) | Noise Level (dBA) |
|---|---|
| 63 | 67 |
| 125 | 60 |
| 250 | 54 |
| 500 | 49 |
| 1000 | 46 |
| 2000 | 44 |
| 4000 | 43 |
| 8000 | 42 |

d) Radon Testing:

i. Standard: The maximum allowable concentration of radon shall be 4.0 picocuries of radon per liter of air.

ii. Radon testing shall be done on the lowest level that will be occupied as office space.

iii. If a passive radon monitoring device is used, duplicate samples shall be collected for every 2,000 square feet of office space.

iv. Radon testing devices shall be approved by the National Radon Safety Board (NRSB) or the national Environmental Health Association (NEHA) and analyzed by a laboratory accredited by the NRSB or certified by the NEHA.

v. Radon shall be measured in accordance with the NRSB or NEHA radon measurement protocol.

e) Formaldehyde Testing:

i. **Standard:** The maximum allowable concentration of formaldehyde shall be 0.1 parts of formaldehyde per million parts of air.

f) Asbestos Testing:

i. **Standard:** The maximum allowable concentration of asbestos shall be 0.1 fibers per cubic centimeter of air as determined by phase contrast optical microscopy, performed as described in "Asbestos and Other Fibers by PCM: Method 7400, Issue2" NIOSH Manual of Analytical Methods (NMAM) Fourth Edition, 8/15/94.

ii. Office space that will be subject to a renewal lease shall be retested for asbestos except when the owner or operator can document that either:

- The building or space has been previously certified as asbestos-free by the building contractor; or
- The building or space has been inspected by an accredited asbestos inspector and determined to be asbestos-free.

g) Carbon Dioxide Testing:

i. **Standard:** The maximum allowable concentration of carbon dioxide shall be:

- 800 parts of carbon dioxide per million parts of air in unoccupied office spaces; or
- 1,000 parts of carbon dioxide per million parts of air in occupied office spaces.

h) Carbon Monoxide Testing:

Landlord Initials:
Date: 5/18/2(

i. **Standard:** The maximum allowable concentration of carbon monoxide shall be 5 parts of carbon monoxide per million parts of air.

ii. Carbon monoxide testing shall be conducted with the heating, ventilating, and air conditioning system on.

4. Modified tests and indoor air standards:
   a) A previously certified space shall demonstrate compliance with clean air standards for 3f Asbestos, 3g Carbon Dioxide, and 3h Carbon Monoxide testing only.
5. Certification of Clean Air Standards
   a) The owner or operator shall certify the quality of the indoor air present in a building, or portion(s) of a building to be used as office space.
   b) Certification by the owner or operator shall be deemed complete upon written receipt by the department of one of the following two statements:
      i. "I hereby affirm that sampling and analyses conducted were performed in accordance with the best professional practice and that all tests were within normal limits"; or
      ii. "I hereby affirm that sampling and analysis conducted were performed in accordance with best professional practice and that all tests were not within normal limits."
   c) The owner or operator shall attach a copy of all test results as described above to the written statement completed in 8.8.3.2 above.
6. Waiver Procedure:
   a) An owner or operator has an option to request a waiver by providing an explanation of why they can't meet the air testing standards as described in Part II, 3 above.
   b) The State of New Hampshire reserves the right to grant/not grant an exemption.

*The Landlord - shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the above mentioned requirements, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity, the time frame to be allowed for providing remedy, and which party shall bear the cost of re-testing and repair required.*

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

1. Wall built to address clients, Existing window will be place in new location at 34"ht max.
2. Second door to be installed for exit from front clerical area.
3. Walls opened between rooms for a small employee conference room and office.
4. Door removed in conference room
5. New flooring throughout; Carpet tile in offices and conference room and LVT 5mm thk. in halls, restrooms and break room
6. New paint as needed and for accent walls as indicated on drawings

**Part IV** **Recycling:** *The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled "Recycling" which shall be made part of the Agreement by reference.* Recycling shall be the Tenants responsibility. Tenant shall ask Landlord for a location to put the bin.

**Part V** **Energy Conservation:** *The extent to which a landlord can share information on the facility's energy consumption shall be documented below. When possible, the landlord shall share information such as energy audit results, energy scores, and monthly energy invoices.*

Landlord Initials: [illegible]
Date: 5/18/21

# EXHIBIT D
# SPECIAL PROVISIONS

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

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve sixty (60) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a sixty (60) 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.

**Section 6. Replacement Utilities:**. *If neither clause provides an adequate or accurate explanation, provide a detailed explanation as a "Special Provision" in "Exhibit D" herein.*

☒ The Tenant shall pay all utilities (electricity and oil) directly to the providers. All electricity and oil shall be in the Tenants names and the Tenant shall solely responsible for payment. Landlord shall be responsible for the maintenance of the units and meters. Changing filters and doing the bi-annual maintenance. The Tenant shall be solely responsible for the internet and security provider installation, service and payment

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

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

C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every five years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.

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

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

**Section 15 Insurance:**

During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million ($1,000,000) per occurrence and not less than three million ($2,000,000) general aggregate;. The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

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**State of New Hampshire**
**Office of Professional License and Certification**
**TENANT Improvement Specifications**
**For: DOC Field Services**
**Proposed space at (19 Main Street, Newport), New Hampshire**

1. **INTRODUCTION:**
The State of New Hampshire, acting through New Hampshire Department of Corrections (the Tenant) is releasing this specification to procure an Operating Lease with an Operator/Owner (the Landlord) for the design/build construction, maintenance and lease of space to be used as the proposed (Tenant space, 17 Main Street, Newport, NH) office. The "Landlord" shall be responsible for provision of all required drawings, schedules, specifications, permits, labor, demolition, site work, materials and performance of work, providing finished space to the Tenant in "turnkey" condition. The Tenant's drawings and specifications enclosed herein represent design intent and minimum standards; the Landlord shall be required to conform to these documents by either offering space fit up as depicted in them, or in the instance of proposing renovation of an existing space, providing alternative plans and specifications which will substantially accomplish the same programmatic goals. The Tenant will review all proposed layouts and specifications, and reserves the right for acceptance or rejection. All Landlords shall provide proposals for the fit-up as shown in the Design Intent: Tenant Floor Plan and schematic drawings and specifications provided herein; Alternates may also be proposed, however, any such alternates must be developed at the Landlords' sole expense and must include design/build specifications and plans that provide the same level of information as the documentation herein. After receipt and review of all proposals the Tenant shall accept one – or none – of the proposed alternatives as viable.

1.1. **Design Intent: Tenant Floor Plan** All proposals must include complete installation and proper operation of all improvements outlined and as shown in the Tenant's attached schematic drawings entitled:
   1.1.1. **A-1___Tenant Design Build Intent Plans for Tenant demised space**
   1.1.2. **A-2___Tenant Demolition Plan shall be on floor plan**
   1.1.3. **A-3 __ Tenant Flooring Replacement shall be specified to match existing**
   1.1.4. **A-4___ Tenant Wall Painting shall match existing wall paint**
   1.1.5. **A-5___ Tenant Final Plan shall show furniture placement**

1.2. **Supplement Tenant Improvement Specifications:** Provided as an attachment to this document is the "ADA Checklist for Existing Facilities", based on the 2010 ADA Standards for Accessible Design with New Hampshire Amendments, effective July 1, 2020 Reference this document for concise listing of "ADA" requirements and specifications to be included/provided during the course of renovations listed herein and included in proposed lease cost.

1.3. **Contract Award:** The lease contract award (if any) by the State will be based upon criteria, standards and weighting identified in the RFP, inclusive of conformance with the specification herein. Proposed Landlord must submit pricing/proposals for providing the Plan, for a ten (10) year term. ~~Tenant will review all proposals as part of their selection~~

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~~criteria, and select the most viable (if any) for final lease documentation, authorization, and provision.~~

1.4. **Contract Type**: THE lease resulting from this specification shall be executed on the State of New Hampshire "Standard Lease Agreement" (form P-44).

1.5. **Required Terms and Conditions:** By submitting a Proposal, the Landlord agrees that the State of New Hampshire "Standard Lease Agreement" requirements, terms and conditions shall form the basis of any contract resulting from this RFP. In the event of any conflict between the State's Lease Agreement and any portion of the Landlord's Proposal, the State's Lease Agreement shall take precedence and supersede any and all such conflicting terms and conditions contained in said Proposal.

1.6. **Validity of Proposal:** Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals, or until the Effective Date of any resulting Lease Contract, whichever is later.

1.7. **Completion of Build-Out:** The date for completion of the Premises shall be as set forth in section "3.2 Occupancy Term" of the finalized Lease Agreement. All improvements shall be provided in accordance with the specifications and drawings herein, and the terms and conditions of the Lease Agreement, including all Design Intent: Tenant Floor Plan and schematics. In accordance with the Lease Agreement, rental payments shall not commence until the date defined in section "3.2 Occupancy Term", or upon substantial completion, whichever is later.

1.8. **Confidentiality of a Proposal:** Proposals must remain confidential until any proposed resulting Lease Contract is submitted for review and final authorization to the State of New Hampshire's Governor and Executive Council (G&C) meeting agenda; this agenda is posted on the internet the Friday prior to the scheduled G&C meeting; lists all items to be reviewed at the meeting, and provides a scanned copy of each contract "hyperlinked" to each assigned agenda item. In the event a proposal does not result in a proposed lease contract and/or if the proposal process is cancelled by the State, all materials will be subject to public disclosure thereafter. A Landlord's disclosure or distribution of their Proposals to other than to the State prior to posting on the State's G&C agenda will be grounds for disqualification.

1.9 **Non-Commitment:** Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a Lease Contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process

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1.10 **Submittals required from Landlord as part of Lease Proposal:**

**A) Floor plan(s):**

a) Written acceptance of Tenant plans as provided herein. No site plan provided by Tenant; Landlord shall be responsible for providing a site plan which shall include parking and schematic architecturally barrier-free path of travel site layout for the entrances to the proposed premises, to be reviewed and accepted by Tenant.

b) In the instance of proposing an alternate layout, provide design/build plans depicting proposed alternative demolition, interior fit-up, furniture, parking and site layouts. Any and all alternative plans shall be provided to the Tenant in "hardcopy" at a scale not less than 1'-0" = 1/8" and in data version in *.dwg AutoCAD format

**B) Specification(s):**

a) Acceptance of Tenant specifications as provided herein.

**C) Rental Schedule:**

b) Proposed Ten (10) Year Rental Schedule: Tenant Fit-up to be provided in accordance with Design Intent: Tenant Floor Plan, schematics and specifications with all fit-up costs – as defined herein - included in rent.

**D) Required Rate Structure:**

a) (optional provision - not required) the Landlord may also offer the Tenant an additional, optional rental schedule structured as a modified "GROSS" rental rate; such rate shall be as defined above except for the provision of Utilies, janitorial and recycling services, which shall then be the Tenant's responsibility.

**E. Approximate Time-Frame for Completion of Renovations:** Provide the number of days that will be needed to complete renovations and make the space "turn-key" ready for Tenant occupancy.

**F. Signed and Notarized "State of New Hampshire Letter of Intent and Proposal Affidavit Form"** Such form is attached to this specification; it must be completed and submitted at the same time as the Lease Proposal.

**PUBLIC DISCLOSURE**

**A. Introduction**

The State of New Hampshire has made it a priority through the Right-to-Know law (RSA 91-A), the TransparentNH initiative, and other statutes and practices to ensure that government activity is open and transparent. In general, these requirements allow for public review, disclosure and posting of government and public records. As such, the State is obligated to make public the information submitted in response to this RFP, any resulting contract, and information provided during the contractual relationship. The Right-to-Know law obligates the State to conduct an independent analysis of the confidentiality of the information submitted, regardless of whether it is marked confidential.

In addition, the Governor and Council (G&C) contract approval process more specifically requires that pricing be made public and that any contract reaching the G&C agenda for approval be posted online.

**B. Disclosure of Information Submitted in Response to this request**

Information submitted in response to this request for proposal (RFP) is subject to public disclosure under the Right-to-Know law after a contract is actually awarded by G&C. Notwithstanding the

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Right-to-Know law, no information concerning the contracting process, including but not limited to information related to proposals, communications between the parties or contract negotiations, shall be available until a contract is actually awarded by G&C.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information submitted in response to this request for proposal should be kept confidential, you must specifically identify that information where it appears in your submission in a manner that draws attention to the designation. You must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State.
Pricing and other information that relates to your contractual obligations in your proposal, or any subsequently awarded contract, shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a bidder's designations, the State is obligated by the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State by any person or entity to view or receive copies of any portion of your proposal, the State shall first assess what information it is obligated to release. It will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a bidder must obtain and provide to the State, prior to the date specified in the notice, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information.
By submitting a proposal, you acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with your designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to you.

**C. Electronic Posting of Resulting Contract**

RSA 91-A obligates disclosure of contracts resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal you acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP will be made accessible to the public online via the State's website without any redaction whatsoever.

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## 2. GENERAL PROVISIONS:

### 2.1. Basic Definitions:

2.1.1. **"Landlord"** shall mean the proposed Landlord, the contractual Landlord and/or their authorized designees.

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

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

2.1.4. **"Modification"** shall be (1) a written amendment to the Documents signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Tenant.

2.1.5. **"Drawings"** are the graphic and pictorial portions of the Documents showing the Tenant's design intent, location and dimensions of the Work to be performed.

2.1.6. **"Specifications"** are that portion of the Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work and performance of related services.

2.1.7. **"ADA"** is an acronym for the United States "Americans with Disabilities Act" as well as (in this context) a broad reference to all codes, rules, regulations and ordinances whether Federal, State, or Municipal, which regulate and provide for architecturally barrier-free access and design.

## 3. Construction Documents:

3.1. While the Documentation herein specifies the Tenant's Design Intent, they are not construction documents. In the event of proposal selection and subsequent lease finalization and authorization, thereafter it shall be the Landlord's responsibility to promulgate (including employment of licensed architects and engineers as it relates to the Work) and submit any construction drawings and/or specifications which may be required by the building/code department or authority of the municipality to secure all required plan reviews, approvals and permits. Any alterations to the Documents that the building/code officials, architect or engineers deem necessary for code compliant construction of the premises shall be reviewed with and approved by the Tenant, with the necessary approved changes subsequently being incorporated into the Work as mutually agreed upon by the affected parties.

3.1.1. All construction drawings and plans shall be provided to the Tenant at a scale not less than 1'-0" = 1/8" and in *.dwg AutoCAD format, inclusive of as-built drawings as part of the project close out.

3.2. Submittal and construction drawing approval process: Landlord to provide electronic and/or hard copies of all construction documents, schedules, MSDS sheets, tear sheet and plans as submittals to the Tenant prior to commencement of construction. All plans, specifications (including manufactures cut sheets) and finish schedules shall be approved and initialed by both the Landlord and Tenant prior to construction and shall be deemed as part of the lease document.

3.2.1. Plans and schedules to be prepared by the Landlord and provided to the Tenant shall include, but are not limited to: Door & Hardware Schedule, Room Finish Schedules, Floor Plan(s), Reflected Ceiling Plan(s), Fire Evacuation Plan(s), electrical distribution, fire alarm, egress, lighting, telephone and data distribution plans, and HVAC distribution plan.

3.2.1.1. Door & Hardware Schedule: The Landlord shall submit a Door and Hardware Schedule in a format that conforms to the Tenant's requirements. The Tenant shall provide the Landlord with a "Sample" Door and Hardware schedule that is representative of the required format; the Landlord's Door and

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Hardware Schedule submittal shall provide all the information contained in this format, including the utilization of the same column and row headings.

**4. Correlation and Intent of the Documents:**

4.1. Intent: The intent of the Documents is to include all items necessary for the proper execution and completion of the Work. The Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Landlord shall be required only to the extent consistent with the Documents and reasonably inferable from them as being necessary to produce the intended results.

4.2. Build-out Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Landlord and the Tenant. The Tenant shall be entitled to performance and enforcement of obligations under the Documents.

**5. GENERAL CONDITIONS:**

5.1. **Specifications** - minimum requirements: The specifications herein represent the Tenant's definition of minimum requirements, including manufacturers and models of construction materials, including hardware and specialties. Equivalent alternates may be considered by the Tenant; however, the Tenant has the right of acceptance and/or rejection, and 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.
These specifications indicate the minimum requirements for furnishing and installing, replacing or repairing, any and all work as specifically indicated on the Design Intent: Tenant Floor Plan or accompanying schematic drawings.

5.2. **Design and Plans**: The plans and specifications set forth herein shall be referenced by the proposed Landlord and/or the Landlord's representative in order to determine the cost and scope of work entailed to provide Tenant with newly renovated rental premises for their use. The cost of providing all work shall be included in the "rent" set forth in the Landlord's subsequent lease proposal to the Tenant. The Landlord and/or his agents shall exercise due diligence to provide the design intent described in all documents. The Tenant shall review any of the Landlord's proposed deviations from the floor plans or specifications in advance, allowing such deviation only when found to comply with all program functions and applicable building and safety codes. Consideration of proposed alternates does not relieve the Landlord of the responsibility for deviations from the requirement of the document. Submittals shall specify any deviations from the products and/or systems specified herein. If the Tenant rejects proposed alternates, the Landlord shall provide the specified product and/or system.

5.3. **Permits and Testing**: The Landlord shall be solely responsible for applying for and obtaining any and all required permits and tests. All work shall be completed in compliance with all applicable codes, including but not limited to the
2015 International Building Code, 2015 International Existing Building Code, 2015 International Plumbing Code, 2015 International Mechanical Code, 2015 International Energy Conservation Code, 2014 National Electrical Code, State Fire Code SAF-C 6000, 2015 Fire Code NFPA 1, 2015 Life Safety Code NFPA 101, and NH Accessibility Code – 2010 ADAAG, including all State of New Hampshire Amendments applicable to these codes. Design and installation criteria having to do with such conformance is referred to herein as being "ADA" (Americans with Disability Act) conforming;
Landlord is specifically reminded that in order to meet ADA conformance requirements,

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the finished installation of termination strips shall not exceed a height range of 1/4".
The costs of all permits and testing shall be borne solely by the Landlord.

5.3.1. An approved copy of the Demolition/Building Permit shall be delivered to the Tenant prior to commencement of construction activities.

5.3.2. A final and approved Certificate of Occupancy shall be delivered to the Tenant prior to the Tenant accepting the space.

5.3.3. In the case of a municipality that does not have a local code enforcement authority, the prevailing codes and governing authority shall be deemed to be that of the State, specifically but not limited to the State Fire Marshall's Office. Reference HVAC and Ventilation for additional approvals.

5.3.4. Landlord must provide the Tenant with all applicable certificates and inspections prior to occupancy, including but not limited to: Building Permit, Certificate of Occupancy, Clean Indoor Air Testing and Elevator Inspections Certificates, if applicable. Refer to HVAC and Ventilation for testing requirements.

5.3.5. The Landlord shall be responsible for inspections and testing required for the identification of known and suspect hazardous materials prior to construction. The Landlord shall provide notification of any and all Hazardous materials and proposed remediation to the Tenant. All materials shall be handled in accordance with the requirements of the authorities having jurisdiction. The Landlord shall also be responsible to provide to the Tenant a certified Affidavit of Environmental Conditions Statement.

5.3.6. The Landlord shall be responsible for submitting any and all stamped documents to the municipality or party of governing authority, for review and approval. If the municipality does not have local code enforcement authority, the prevailing codes and governing authority shall be the State of NH, specifically but not limited to the State of NH Fire Marshall's Office.

5.3.7. The Landlord shall furnish to the Tenant the written affidavit from a qualified person, submitted to the Landlord by the Landlord's Contractor, certifying the design or construction drawings, and the actual construction for the proposed lease space, meets the accessibility standards of the state building code (RSA 155-A:5-a).

5.4. **Project Management:** The Landlord shall be responsible to provide a Project Manager who shall supervise and direct the Work. The Project Manager shall be solely responsible for, and have control over, all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, including conducting weekly construction job meetings and the issuance of weekly (written) job notes. Management of the site and renovations, and provision of a Safety Plan, shall be the sole responsibility of the Landlord.

5.5. **Submittals:** Shop drawings of millwork, product data sheets, samples and similar submittals shall be submitted to the Tenant by the Landlord for review and approval prior to proceeding with work. In order to avoid excess review time, all submittals shall be reviewed by the Landlord for conformance to the Documents herein prior to submission for Tenant review. The Tenant shall expedite all reviews, taking no more than five (5) workdays to accept, accept as noted or reject a submittal.

5.5.1. The Landlord shall review for compliance and approve and submit to the Tenant Product Data, Samples and similar submittals required by the Tenant with reasonable promptness and in such sequence so as not to cause delay in the Work. Submittals which are not marked as reviewed and approved by the Landlord shall be returned by the Tenant with No Action Taken.

5.5.2. By approving and submitting Product Data, Samples and similar submittals, the Landlord represents that they have determined and verified materials, field measurements and field construction criteria related to the submittal, or will do so,

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and has checked and coordinated the information contained within the submittal(s) with the requirements of the Work and the Tenant.

5.5.3. The Landlord shall submit MSDS documentation for ANY and ALL materials introduced to the site via the construction process to Tenant. The delivery of the MSDS documentation shall be made available to Tenant prior to the use of the products at the site. This will enable Tenant to review submittals for possible adverse health risks associated with the products.

5.5.4. When renovations are completed the Landlord shall provide the Tenant with MSDS documentation for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

5.6. **Conditions for Occupancy:** Prior to occupancy, Tenant shall require all applicable certificates and inspections, including but not limited to: Building Permit, Certificate of Occupancy, and "Clean Indoor Air" testing.

5.7. **Cutting and Patching:** The Landlord shall be responsible for cutting, fitting or patching to complete the Work or to make its parts fit together properly. Cut existing construction using methods least likely to damage elements retained or adjoining construction. Patch with durable seams that are invisible as possible. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching.

## 6. STANDARDS & SPECIALTIES

~~6.1.~~ **Materials and Finishes:** With respect to the build-out of the interior space, unless otherwise stated or agreed to by the Tenant, the Landlord shall use specified flooring to replace old flooring and Paint as specified on walls on walls with repairs to match the minor renovations required.

6.2. **State of New Hampshire Energy Code:** With respect to the build-out of the space, the Landlord shall conform to all applicable requirements of the State of New Hampshire Energy Code.

6.2.1. Provision of build out which exceeds the energy code by at least an additional 20 percent is encouraged, the Tenant shall show favorable preference to submittals and proposed alternates to the specifications herein which support this goal.

6.3. **Ceiling Heights:** Are as –is existing and shall not be changed.

6.4. **Ceiling Materials:**

6.4.1. Replace all damaged, stained, soiled acoustic ceiling tiles as required; Landlord's option to reuse and recommission acceptable existing ceiling tiles in smaller ceiling areas where consistency can be maintained.

6.5. **Corridor Widths:** Existing to remain

6.6. **Window Treatments:** Existing to remain unless not repairable. Then Landlord shall replace with like kind.

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

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6.8. **Restroom Waste Receptacles:** Shall be stainless steel finish ~~recessed (or semi-recessed~~ where approved by Tenant) waste receptacles. Installation location(s) shall be in conformance with required ADA clearances. Landlord may submit an alternative for approval.

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

6.10. **Push Plate Activated Automated Doors:** Automated ADA conforming exterior and interior vestibule doors (in a quantity to be determined by Tenant) to be provided and installed at Tenant's Public Entrance(s). See "Doors, Door Assemblies and Hardware" herein for further details.

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

7.1. **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 or equal.

7.2. **Latch Protectors:** To be provided at all exterior doors. All latch protectors shall be: heavy duty steel, furnished with washers and vandal resistant fasteners, color: silver coated or stainless steel. Latch protectors shall be a minimum size of 2-3/4" X 7", and shall completely cover strike plates.

7.3. **Electric Door Strikes:** Required manufacturer: HES 9000 Series for exit applications; HES – 1006 Series for interior door applications. Provide strikes with HES Smart Pac in-line power control for strikes under continuous duty operation. Other acceptable unit(s): *Folger-Adams - Series 300*, heavy-duty commercial grade, 24 v DC continuous duty, all installations are to be mortise type.

7.3.1. Installation shall include supplying and installing all required electrical circuits, transformers, low voltage control wiring from electric strike to junction box above finished ceiling and 110v electrical supply for low voltage transformer(s).

7.3.2. Where applicable, Landlord shall also provide a set of contacts at the fire alarm panel for use by the Tenant's security equipment vendor. Should any discrepancies arise between the Landlord and the Tenant, the Landlord shall coordinate a joint review with the Tenant and the authority having jurisdiction for final determination(s).

7.3.3. Electric Strike Function, e.g., fail-safe or secure, Landlord shall be responsible to supply strike function as required by applicable codes and/or local authority having jurisdiction, and review requirements with the Tenant.

7.4. **Door Types:** All interior and exterior doors shall be 3'-0" X 7'-0".

7.4.1. Interior Doors: Solid core wood door blanks for all interior doors. (Birch, min. 3 coats natural finish).

7.4.2. Exterior doors: Hollow metal doors,18 gauge; full flush styrene core insulated doors at back exterior doors. Tenant shall accept the existing back door as-is.

7.4.3. Client entry - vestibule to be aluminum storefront type entry with tempered insulating glass. Tenant shall except the front vestibule doors as-is.

7.5. **Door Closer Devices:** Shall be installed as required by the applicable building and/or Life Safety Codes. In addition to the foregoing, provide closer devices in the areas noted in "Specialty Areas" herein. A maximum push/pull effort of 5.0 pounds is required at all interior doors.

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7.6. **Push Plate Activated Automated Doors:** Automated ADA conforming exterior and vestibule door to be provided and installed at Tenant's Public Entrance. Landlord's provision to include the following:

7.6.1. **Door Opener:** Provide and install ANSI/BHMA A156.10 and code compliant swing door operator activated by pushbutton switches at Public Entrance of the Premises. Switches are required for both the ingress and egress operations. If an air lock or foyer condition is present, then both door assemblies, i.e. interior and exterior assemblies shall be equipped with door operators. In such cases, the Tenant shall define if the door operators shall be integrated via a relay or require separate switching.

7.6.2. Opener to provide slow opening, low-powered, automatic doors, one (1) each at exterior and interior vestibule. Door shall not open to back check faster than 3 seconds and shall require no more than 15 lb to stop door movement.

7.6.3. Interior strike for accessible doors shall be mounted no higher than 48 inches above the finished floor.

7.6.4. Exterior strike "push plates" for the accessible door passages shall be field located, either mounted on the wall approximately 18" from the latch side of the door at 48 inches above the ground or installed at 48" high on a stanchion located within three (3) feet from the door entrance. The strike plates shall be clearly marked with the universal symbol of accessibility (wheelchair), blue background with white symbol.

7.6.5. The sweep period shall be adjusted so that from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the leading edge of the door.

7.6.6. Provide and install all required electrical conduit and connectivity necessary for fully operational doors.

7.6.7. Coordinate opener with relay(s) as required for interconnection with .the Tenant's access control system.

7.7. **Door Frames:**

7.7.1. Exterior Doors: Welded metal frame, 16 gauge

7.7.2. Interior Doors w/ Electric Strikes: Welded metal frame, 16 gauge

7.7.3. Interior Doors: Knock-down metal frame, 18 gauge

7.7.4. Exterior and Security Doors: All exterior doors shall be Existing to remain. New replacements shall be equipped with:

7.7.4.1. Panic Hardware: Required manufacturer: *Von Duprin.* Mortise lock devices are preferred over rim set types. Note – may not be required on all security doors.

7.7.4.2. Door Assembly: Metal door with full flush styrene core insulation and welded frame, including narrow light vision panel, 100 square inch maximum size (approximately 3" x 33"*), bottom of glass shall be 43 inches maximum above finished floor*, with security wire mesh.

7.7.4.3. Lockset: Storeroom type.

7.7.4.4. Hydraulic overhead door closer device.

7.7.4.5. Electric Door Strikes: To be provided at all exterior doors. <<controlled access points>>

7.8. **Door Hardware:** Required manufacturer: For new hardware not matching existing: Corbin/Russwin or Schlage-series D (heavy duty commercial grade 1):

7.8.1. Exterior and Security Door Hardware: Shall be keyed cylindrical lever locksets for heavy duty commercial use, rated for commercial grade 1 application or existing to remain and new to match.

7.8.2. Interior Door Hardware: Shall be existing to remain.

7.9. **Hardware Standards:**

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7.9.1. Shall be existing to remain. New replacements shall be in like kind.

7.10. **Keying:** Up to three levels of keying are required if possible with current hardware. (i.e.: grand master (Landlord's Project Key) master (Tenant's Key), sub-masters and change keys. The Tenant will coordinate its keying requirements with the Landlord.

7.10.1. Stamping Requirement: Each key shall be stamped: a) by level and sequentially numbered; b) "do not duplicate."

7.10.2. Key Blanks: All key blanks shall be original equipment manufacturer (OEM) products.

7.10.3. Grand Master: As defined by Landlord

7.10.4. Master: Provide five (5) keys.

7.10.5. Sub Masters: Provide five (5) keys per submaster.

7.10.6. Change Keys: Provide two (2) keys per cylinder

7.10.7. In addition to the above keys, provide 5 blanks of each key section used.

7.10.8. Key Control System: Provide a key control system including labels, tags with self locking clips, 3-way visible card index, temporary markers, permanent markers, and standard metal key cabinet, all as recommended by system manufacturer, with capacity for 150 percent of the number of keys provided to the Tenant at occupancy.

7.10.9. Provide complete cross index system set up by key control manufacturer, and place keys on markers and hooks in cabinet as determined by final keying schedule.

7.10.10. Tenant shall provide hinged-panel type cabinet for wall mounting.

**8. GYPSUM WALLBOARD-STANDARDS AND TYPES:**

8.1. **Standards:** All gypsum board shall be standard 5/8" material, unless otherwise required by code (i.e.: MR board @ restrooms). All gypsum board joints shall be staggered each layer and each side. All gypsum board shall be fastened via the appropriate type and length of drywall screw. Hollow metal corner bead shall be used on all exposed vertical and horizontal edges.

8.1.1. Metal Studs @ Receptionist Wall: 20 gauge (min.).

8.1.2. Minimum Stud standard at all other full height walls: 3 5/8" metal studs @ 25 gauge.

8.1.3. Minimum Stud standard at Partial/Low height walls: 3 5/8" metal studs @ 16 gauge.

8.1.4. At all partitions, install gypsum board full height, embed joint tape in joint compound and apply first, fill (second), and finish (third) coats of joint compound over joints, angles, fastener heads, and accessories. Seal construction at perimeters, openings, and penetrations with a continuous bead of acoustical sealant including a bead at both faces of the partitions.

8.1.5. Frame door openings by attaching vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section at head and secure to jamb studs. Install 2 studs at each jamb, extend double-jamb-studs continuous and attach to underside of floor or roof structure above.

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

8.2.1. **Existing Walls scheduled to remain:** In accordance with attached Tenant fit-up plan, certain existing walls are scheduled to remain; in the instance of such walls being at variance with applicable "Type" specification described below, the existing structure shall be modified as required to reasonably conform to these specifications.

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

8.2.2.1. All gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings. Continue framing above all

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

8.2.2.2. Full Wall Framing:

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

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

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

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

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

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

8.2.4. **Type 4: Partitions:** Not used.

8.2.5. **Type 5: Bullet Resistant Partitions:** Not used

9. **FINISHES:** Shop Drawings, Product Data, MSDS documents, 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. Remove and replace all flooring, carpet tile, vinyl composition tile, slip-resistant vinyl composition tile, termination strips and change of height transition strips to the extent indicated on the Drawings; Refer to Tenant Flooring Replacement Plan, SK-3 for specific location of flooring types.

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

9.2. **Color:** Tenant shall make color selection from manufacture's full range of standard color selections. Tenant shall select 2717 authentic colors, which will be installed in a quarter turn pattern in the open office areas.

9.3. **Samples:** Shop Drawings, Product Data, MSDS, Samples and similar submittals shall be required.

9.4. **Indoor Air Quality:** All flooring materials must display the approval certification label of the Carpet and Rug Institute as having passed the *Indoor Air Quality Carpet Testing Program*.

9.5. **Installation:** All installation methods and materials must follow the manufactures guidelines.

9.6. **Submittals:** All submittals shall meet or exceed all of the following specifications, although a manufacturer is named, alternate manufactures which provide compliance with all other specifications may be considered:

10. Flooring 1.Walk off mat – J&J, Catwalk II walk-off modular # 1424 Glitterati color, with a ten year wear warranty for commercial flooring use.

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11. Flooring 2 J&J LVT, Style: framework V5001, Color: 1015 Beam, finish: uv cured urethane with ceramic bead, antimicrobial: Zinc protective technology, wear layer: 20 mil, 20 mil wear layer, 5mm total thickness, warranty: 10 year commercial.

12. Flooring 3.J&J, Intrinsic # 7096/2717, Style: intrinsic (7096) modular, Color: 2717 authentic, fiber type: 100% Encore SD Ultima Nylon, 100% solution dyed, size: 24x24, Backing: Nexus Modular, Pattern Repeat: n/a, Installation type: quarter turn, Required to be installed with Tile Tabs or Commericalon Premium adhesive for life time warranty.

13. Base. Johnsonite 4" height, color #63 Burnt Umber B

13.1.1. **Vinyl Termination Strips:** If needed shall match vinyl cove base materials. Manufacturer: *Johnsonite or Mercer.*

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

13.1.2.1. Areas of use: For use in public and staff entrance areas, installation shall begin at the exterior entrance doors and extend inward to area provided on the drawing.

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

13.1.2.3. Required Manufacturer: Landlord to provide options.

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

**13.1.3. PAINTING:** Repaint all wall surfaces; Refer to Tenant Wall Painting Plan; Patch and repair all existing scratched, damaged, cracked, marred wall surfaces; Remove all vinyl wallcovering and adhesive from existing wall surfaces, where applicable, and skim-coat these wall surfaces prior to prime and finish painting. **Note: all walls untouched in the hall and lobby to be left as-is.**

Colors: Color 1. Sherwin Williams, SW 7022 Alpaca Color, No VOC (scrub able) interior eggshell latex unless otherwise noted (see "restrooms and staff lounge" below).
Finish at Doors, Frames and Casings: Paint shall be No VOC *semi-gloss* (scrub able) acrylic latex.
Restrooms and Staff Lounge: Wall paint shall be No VOC : Wall paint shall be low VOC *semi-gloss* (scrub able) interior latex.
Color 2. Sherwin Williams, SW 9148 Smoky Azurite Color, No VOC (scrub able) interior eggshell latex unless otherwise noted.

13.1.3.1. All areas - A minimum of one coat of primer and two coats of finish paint, or as required to achieve an acceptable finish to the Tenant.

13.1.3.2. Finish at Walls: Paint shall be low-VOC (scrub able) interior eggshell latex unless otherwise noted (see "restrooms and staff lounge" below).

13.1.3.3. Finish at Doors, Frames and Casings: Paint shall be low VOC *semi-gloss* (scrub able) acrylic latex.

13.1.3.4. Restrooms and Staff Lounge: Wall paint shall be low VOC *semi-gloss* (scrub able) interior latex.

14. **MILLWORK:** Cabinet and counter Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate for those portions

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of the Work for which submittals are required by the Tenant the way by which the Landlord proposes to conform to the information given and the design intent expressed herein.

14.1. Existing cabinets not marked on the drawing to remove will remain as-is. New cabinets shall match existing cabinets.

14.2. Upper cabinet doors in the lab area are to have lock mechanisms with keys installed

14.3. Counter on island to be cut down to slide the freezer up to wall. The rest of the counter to remain.

10.7 **Millwork at Staff Lounge:** Furnish and install the replacement of all existing cabinets and countertops with new base cabinets, and wall cabinets which meet ADA 2021 regulations, where applicable, and new plastic laminate countertops with matching backsplash; placement of counter shall be as shown on Tenant Layout. Provide commercial grade base cabinets below counter and commercial grade wall cabinets, where applicable, above counter;
provide custom grade, high pressure (25" depth) plastic laminate countertop with matching, field applied 4" backsplash. Cabinets shall have high pressure plastic laminate surface on the exterior/exposed surfaces, with low pressure laminate only as an acceptable backing material.

10.7.1 Manufacturer: Cabinet shall match existing

10.7.2 Counter heights: provide at standard height, except for the section housing the sink the height of this section (which shall be a minimum of 36" wide) shall be dropped to a maximum of 34" total high with at least 29" knee space below for conforming to wheelchair accessibility. No cabinets to be provided below the dropped height section; exposed plumbing pipes below the sink shall be insulated or otherwise shielded.

10.7.3 Electrical: Provide minimum quantity three (3) electrical outlets (with sufficient circuitry) located at counter height to provide for safe, efficient operation of Tenant's toaster oven, coffee maker, and two (2) microwave ovens.

10.7.3.1 Provide outlet and space for Tenant's three (3) full size (min. 20 c.f.) refrigerators and(2) vending machines.

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

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

11 **SIGNAGE:** All of interior and exterior signage shall be provided by Tenant, as per the Tenant's specifications. Provision of signs shall include but not be limited to: exterior building signs; site/parking and directional signs, interior common area signs, interior directory, room numbers, work station numbers and other specific Divisional needs as required by the Tenant.
Furnish and install raised letter and braille signage where permanent signs currently exist and at all restrooms.

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

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

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11.9 **Color of sign plate and letters "to be determined".** Color shall be either the Landlord's existing building standard, or if there is no standard, shall be selected by the Tenant. In either case, the color selection shall be in full compliance with ICC/ANSI A117.1-2003 and the guidelines set forth in ADAAG section 4.30.5: *"the characters and background of signs shall be eggshell, matte, or other non-glare finish. Characters and symbols shall contrast with their background – either light characters on a dark background or dark characters on a light background."*

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

11.11 **Sign Installation Location:** Per code requirements; All signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space to the latch side of the door, signs shall be placed on the nearest adjacent wall. Mounting height shall be 60" above the finish floor to the top of the signs. Mounting locations shall be such that a person may approach within 3" of a sign without encountering protruding objects or standing within the swing of the door. In reception areas, mount signs in compliance with the dimensions given above, utilizing either side of the reception window as the reference point.

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

11.13 **Room numbers and door numbers:** Assignment of such numbers will be provided by Landlord and coordinated with the Tenant during the Landlord's promulgation of construction drawings., Tenant shall require all doors be designated with a door number, and all offices, conference rooms, and special use areas shall be designated with a room number.

12 **ELECTRICAL:** All Existing electrical shall remain unless otherwise noted on the floor plan. New electrical locations shall match existing. Refer to the floor plan for new locations.

12.7 **Energy Conservation:** Landlords shall utilize energy conservation equipment throughout the leasehold space. The Tenant will favorably consider energy conservation alternatives for all items within this section, including but not limited to motion-sensor light switching.

12.8 **Electrical Service:** Shall be adequate for the constant and additional demand loads of all lighting, HVAC, outlets, systems furniture (8 wire connections) specialty equipment and any and all other items; including the capacity to add additional circuitry as required at a later date. Provide duplex electrical outlets in all areas as required by code and the specifications herein. See "Specialty Areas" Layout for further definition of electrical requirements in open office areas.

12.9 **Electrical Finishes:** All switch plates and outlet covers shall match existing in color unless otherwise requested by the Tenant.

12.10 **Electrical Installation Heights:** All switches shall have an installation height of 48" above finished floor to centerline of device. Other sensors shall have an installation height of 56" above finished floor to centerline of device.

12.11 **Electrical Distribution:**

12.11.1 **Electrical Outlets – Dedicated and Common Circuit Needs:** Staff areas, i.e. workstations and private offices, shall be provided with one 20 amp circuit which is to be assigned to PC use only per each 3 staff persons for PC needs, and at least one additional common circuit for non-PC use. Provide additional circuits as required for provision of power to "hot box" (areas of shared electrical equipment use) and copier locations indicated on plans.

12.11.2 **Electrical Circuitry and Outlets – at "Open Office Areas":** See Tenant layouts providing workstations in the open office area; also see "Specialty Areas" – Layout for further description of the electrical requirements for this area.

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12.11.3 **Electrical Outlets - Drywall Private Offices:** Provide one (1) dedicated circuit with one (1) quad outlet and one (1) common circuit with three (3) duplex outlets per office.

12.11.3.1 **Electrical Outlets – Interview Rooms:** Provide one (1) dedicated circuit with one quad outlet and one (1) common circuit with three (3) duplex outlets

12.11.3.2 **Electrical Outlets - All other areas:** Provide a minimum of two (2) 20 amp duplex outlets per wall, with spacing not to exceed one outlet per 10 lineal feet of wall.

12.11.3.3 **Common Halls:** Allowance of one duplex outlet per wall, with spacing not to exceed one outlet per 15 lineal feet of wall.

**13 LIGHTING:**

13.7 **General Lighting Fixtures: Existing lighting fixtures shall remain. A small amount of relocation may occur.**

13.8 **Interior Lighting - Ballast and Lamps:**

13.8.1 All interior lighting shall be energy conserving.

13.8.2 All switching for ALL interior lighting within the General Office Area(s) shall be done fully from the primary Staff Entry or as directed by the Tenant.

13.8.2.1

13.9 **Interior Lighting - Illumination Standards:** Shall be adequate as to insure safe and uniform quality lighting throughout the building. The illumination standards shall be designed and maintained.

13.9.1 **Interior Areas** 30-40 Foot-candles at 30" from finished floor.

13.9.2 **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:

13.9.2.1 **Common Areas** 5 Foot-candles

13.9.3 **Exterior Lighting**: Shall be adequate to insure safe and uniform quality lighting throughout all parking areas. The minimum illumination standards for all impervious surfaces, are set forth as follows:

13.9.3.1 **Active Areas:** Pedestrian traffic and entryways- 5 Foot-candles

13.9.3.2 **Building Surrounds:** Parking and roadways 3 Foot-candles

13.9.3.3 **Means of Egress Lighting:** Shall be provided, e.g. at all corridors, stairs, halls, toilets, outside of all exterior egress doors and stairs, and as otherwise defined and required by and in accordance with all applicable local and/or State codes, including but not limited to NFPA 101 and – ICC/IBC 2009 (International Building Code 2009 ).

13.10 **Emergency Power (generator): If already existing**

13.10.1 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.

13.10.2 In all cases, generator power is required to be provided for any building that has either sewer injection pumps and or private water supply pumps.

13.11 All electrical panels, switches and outlets shall be labeled at the device. Such labeling shall clearly identify the corresponding electrical circuits. In addition, all circuit breaker panels shall provide a physical description of the area(s) being serviced by the specific circuit breaker.

**14 COMMUNICATIONS REQUIREMENT:**

14.7 **Electrical and Data Coordination:** Electrical engineer must reference within the electrical specification the Tenant's data communication requirements as defined

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by TIA/EIA 568B category 6 data cabling specifications and certification requirements as it relates to the project's coordination of the effected trades.

14.8 **Telephone and Data Circuits:** The Landlord shall be responsible to provide all telephone and data connectivity needs as defined and required by the Tenants. All such services shall be terminated, including premise cabling, within the Tenant's designated Data/Communications Room(s), including but not limited to: digital data services and ISDN. Telephone riser cable must be installed from the building's DEMARC into the Tenant's Data/Communications Rooms. Telephone riser cable must provide 30% expansion from Tenant's current needs.

14.9 Landlord shall be responsible for the supply and installation of one (1) 4" telephone conduit(s) with pull strings (with non-metallic 90-degree sweeps and pull boxes as required) from their building's telephone d-mark entrance to each Tenant's Communications Room(s).

14.10 Landlord shall be responsible for the supply and installation of one (1) 4" data conduit(s) with pull strings (with non-metallic 90 degree sweeps and pull boxes as required) from their building's telephone d-mark entrance to each Tenant's Communications Room(s).

14.11 **Telephone and Data Station Cabling:** Landlord shall be responsible to provide all telephone and data connectivity needs as defined and required by Tenant. All such services shall be terminated, including premise cabling, within the (Data/Com) Communications Rooms, including but not limited to: digital data services and ISDN.

14.12 **CAT 6 station cabling:** Landlord shall provide and install all CAT 6 data station cabling, said cabling shall originate in the Communications Rooms. In addition, Landlord shall provide and install one (1) wall mounted rack, 19" wide UL listed, installed, 45U relay racks and all required 48 port patch panels with rear cable management bars, integrated vertical power strips/poles Data cabling shall be terminated on station end and patch panel ends via RJ-45 jacks, 45° exit faceplates - CAT 6 modules are to be provided at all work station and drywall locations, refer to the drawings. The color of the cable and jacks shall be "Blue". Final station cabling needs will be determined by construction document drawings. Most Typical jack location shall contain one (1) data jack unless marked differently on the drawing. the Multifunction printer shall have (2) RJ-45 jack. All cabling shall be "home run" and properly installed horizontally and vertically by industry standard means and method, including but not limited to cable trays, "J" hooks and grommets.

14.12.1 **Conduit Runs** (reference source BICSI TDM Manual):

14.12.1.1 All runs are to be the most direct route possible (usually parallel to building lines) preferably with no more than two 90-degree bends between pull points.

14.12.1.2 Contain no 90-degree conduits (also known as an LB).

14.12.1.3 Contain no continuous sections longer than 30 m (98 ft.) For runs that total more than 30 m (98 ft.) in length, insert pull points or pull boxes so that no segment between points or pull boxes exceeds the 30 m limit.

14.12.1.4 Nonmetallic sweeps are to be utilized - 90-degree elbows are not acceptable.

14.12.2 **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.

14.12.3 **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.

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14.12.4 **Testing and Acceptance:** All cables and termination hardware shall be 100% tested for defects in installation and to verify cabling system performance under installed conditions according to the requirements of ANSI/TIA/EIA-568-A Addendum 5, TSB-67 and TSB-95. All pairs of each installed cable shall be verified prior to system acceptance. Any defect in the cabling system installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed. Such testing results shall be provided to the Tenant in electronic form.

14.12.5 **HVAC:** Provide standalone/independent unit for this room. System must maintain an average ambient temperature of 73 degrees F with +/- 10 degree swing for thermal alarm. Building's HVAC shall provide secondary/emergency back-up system for this room's HVAC needs.

14.12.5.1 BTU Outputs: 20,000 Btu's. Must be accounted for in primary and secondary/emergency HVAC designs.

**15 SECURITY ALARMS, CCTV AND ACCESS CONTROL SYSTEMS:**

15.7 **Existing door opener button** shall be relocated to the receptionist wall, refer to the drawings

15.8 **Systems:** Provided by Tenant.

15.9 **Conduit:** Provided by Landlord.

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

**16 FIRE SUPPRESSION SYSTEMS:**

16.7 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-1 and 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.

16.8 The costs of any changes, modifications or additions to the existing fire suppression system shall be the solely at the Landlords expense and responsibility.

16.9 **Fire Suppression:** If a fire suppression system is provided, 220 degree heads shall be installed at Data/Com Communications Rooms.

16.10 Landlord to provide connectivity to this system for Tenant's alarm system(s).

16.11 **Fire Extinguishers:** To be provided, maintained and inspected by Landlord as required by inspection and reporting requirements set forth in Lease Agreement. Recessed or semi recessed cabinets required.

**17 FIRE ALARM SYSTEM:**

17.7 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.

17.8 The costs of any changes, modifications or additional to the existing fire alarm system shall be solely at the Landlords expense and responsibility.

17.9 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.

17.10 Fire alarm horn and strobe: Furnish and install fire alarm horn and strobe light, interconnected to existing fire alarm system, in Tenant's DFA Lobby Area.

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17.11 Fire Alarm Strobe Light: Furnish and install fire alarm strobe light, interconnected to existing fire alarm system, in Public Restroom.

18 **HVAC and VENTILATION:** Adjust mechanical ceiling diffusers, ductwork, dampers, etc., to extent required to furnish proper air flow for heating and cooling in all areas according to occupancy load cfm requirements, particularly those areas specifically indicated on the Drawings; Test, adjust, balance, etc., all equipment to accommodate these requirements; Furnish and install VAV units as necessary to achieve required results.

18.1 Constant velocity, ducted return HVAC systems are required. Ducted returns are preferred over plenum returns.

18.2 DHHS Special Requirement: Provide minimum of one VAV (variable air volume) box and thermostatic control per two Interview Rooms. Actual location of thermostatic control(s) shall be reviewed with the Tenant.

18.3 Pre-Occupancy "Clean Indoor Air" test: After completion of all renovations but prior to tenant occupancy, Landlord to perform air quality testing conducted by certified industrial hygienist. No later than ten (10) days after Landlords' receipt of testing results they shall provide the Tenant with a complete unabridged copy of the results, and in the instance of any problems (non-conformance) or issues being revealed by such results, the Landlord shall provide remedy at their own/sole expense. The testing criteria for "clean indoor air" shall be as follows:

18.3.1 Ventilation: ventilation requirement shall be a minimum of 20 cubic feet per minute (cfm) of fresh air per person occupying the space.

18.3.2 Noise Testing: levels shall be taken with air handling systems in operation, and noise levels shall not exceed those listed in the following table:

Table: Noise Levels

| Frequency (Hz) | Noise Level (dBA) |
|---|---|
| 63 | 67 |
| 125 | 60 |
| 250 | 54 |
| 500 | 49 |
| 1000 | 46 |
| 2000 | 44 |
| 4000 | 43 |
| 8000 | 42 |

18.3.3 Radon Testing: If a passive radon monitoring device is used, duplicate samples shall be collected for every 2,000 square feet of office space. Radon testing devices shall be approved by the National Radon Safety Board (NRSE) or the National Environmental Health Association (NEMA) and analyzed by a laboratory accredited by the NRSB or certified by the NEHA. Radon shall be measured in accordance with the NRSB or NEHA radon measurement protocol. The maximum allowable concentration of radon shall be 4.0 picocuries of radon per liter of air.

18.3.4 Asbestos Testing: testing required unless the owner/landlord can document that either;

The building or space has been certified as asbestos-free by the building contractor, or;

The building or space has been inspected by an accredited asbestos inspector and determined to be asbestos-free.

The maximum allowable concentration of asbestos shall be 0.1 fibers per cubic

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centimeter of air as determined by phase contrast optical microscopy, performed as described in "Asbestos and Other Fibers by PCM: Method 7400, Issue 2", NIOSH manual of Analytical Methods (NMAM) Fourth Edition, 8/15/94

18.3.5 Carbon Dioxide Testing: Shall be conducted with the heating, ventilation and air conditioning systems operating. The maximum allowable concentration shall be 800 parts of carbon dioxide per million parts of air in unoccupied office spaces, or, 1,000 parts of carbon dioxide per million parts of air in occupied office spaces

18.3.6 Carbon Monoxide Testing: shall be conducted with the heating, ventilation and air conditioning system on. The maximum allowable concentration shall be 5 parts of carbon monoxide per million parts of air.

18.3.7 Formaldehyde: the maximum allowable concentration of formaldehyde shall be 0.1 parts of formaldehyde per million parts of air.

18.3.8 Ventilation: ventilation requirement shall be a minimum of 20 cubic feet per minute (cfm) of fresh air per person occupying the space.

18.3.9 Modified Tests and indoor air standards: A previously certified space shall demonstrate compliance with clean air standards for 3f Asbestos, 3g Carbon Dioxide, and 3h Carbon Monoxide testing only.

18.4 HVAC System - Balancing Report: Landlord shall warrant to the Tenant that the complete HVAC system(s) and all appurtenances do and will adequately and uniformly service the entire lease space and are in full compliance with current industry standards. Prior to the Tenant's occupancy, the Landlord shall provide the Tenant with said report, which shall be deemed a part of the lease/contract document.

18.5 HVAC Systems - Thermal Comfort: HVAC systems shall be designed to provide the minimum standards as set forth by *ASHRAE 55-1992 - Thermal Comfort Considerations.*

## 19 SPECIALTY AREAS:

19.1 **EXTERIOR ENTRANCES:** All exterior entrances shall be designed as to provide an interior vestibule (air lock). Said vestibule (air lock) shall be environmentally conditioned as to provide appropriate thermal comfort and shall be designed as to have negative pressure. In addition, all vestibules (air locks) shall be designed and constructed barrier free.

19.1.1 **Door Assembly: Aluminum and glass storefront.**

19.1.2 See also Doors and Hardware, requirement for automated push plate access at Public Entry Door.

19.1.3 See also ELECTRICAL – Night Light Circuits - The facility's main lighting controls shall be located adjacent to the primary staff entry.

19.1.4 See also FINISHES – VCT or VCT-SZ.

19.2 **STAFF AND PUBLIC INDIVIDUAL RESTROOMS:** Layout shall be as shown on Tenant's plans, to include the following:

19.2.1 **Door Assembly:** solid core wood door and hollow metal frame with ADA compliant lever hardware.

19.2.2 **Toilet Partitions:** Not in Contract

19.2.3 **Design, configuration and fixture counts:** Shall be in full compliance with all local, State and prevailing building codes as specified herein. Particular care shall be shown to the proper installation placement and height of: water closets, sinks, handrails, mirrors, partitions and privacy screens. Exposed plumbing pipes below the sink shall be insulated or otherwise shielded.
Provide smooth, hard, nonabsorbent wall surface materials, i.e., ceramic tile,

Landlord Initials: _____
Date: 9/18/21

fiberglass-reinforced plastic, etc., minimum 60 inches high, on all walls within 24 inches of all toilets and urinals.

19.2.4 **Dispensers and receptacles:** To be supplied and installed by Landlord. Including but not limited to: toilet paper, toilet seat protectors, paper towel dispensers, coin-operated feminine hygiene products dispensers, feminine products waste receptacles, and recessed or semi recessed trash receptacles – see "standards and specialties" for trash receptacle specifications.

19.2.5 **Paper Towel Dispensers:** Shall be operable with the closed fist of one hand. The"Tork" hand sensor roll towel dispenser and Georgia Pacific "enMotion" automated touchless towel dispenser are preferred. Provide a minimum of one unit, or one unit per every two sink fixtures.

19.2.6 **Ventilation:** Minimum design criterion for establishing the exhaust fan size (in CFM): the greater of - total cubic feet of room divided by 4 or 4 air exchanges per hour. The intake register shall be ceiling mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.

19.3 **JANITORIAL ROOM:** Shall included the following

19.3.1 **Door Assembly:** Existing wood door and hollow metal frame with standard hardware (type: storeroom lockset).

19.3.2 **Sink:** A floor-type sink, such as *Florestone, Models 90/91/92 Drop Front, Terrazzo Mop Receptors*, with faucet assembly.

19.4 **RECEPTIONIST AREA:** Layout to be as shown on plan, to include the following:

19.4.1 Electrical and tele/com – Provide a minimum of two data jacks and one dedicated circuit with one quad outlet per workspace.

19.4.2 Door Assemblies:

19.4.2.1 From Lobby: Solid core wood veneer door and hollow metal frame with standard hardware (type: storeroom lockset) and hydraulic overhead door closer device.

19.4.2.2 From Secure Area(s): Solid core wood veneer door and hollow metal frame with standard hardware (type: classroom lockset).

19.4.3 Security Alarm: See Alarm section. Provided by others.

19.4.4 Alarm Panel and Console Station: Provided by the Alarm contractor.

19.4.5 Window System: Provided by Landlord. Installation by Landlord.

**FILE ROOM:** Layout as shown on plan, to include the following:

19.4.6 Door Assembly: Solid core wood veneer door and hollow metal frame with standard hardware (type: classroom lockset).

19.4.7 Electrical and tele/com – Provide one quad outlet at the File Room work counter.

19.5 **PRIVATE OFFICES:** Layout to be as shown on Tenant's plan, to include the following:

19.5.1 **Electrical and tele/com:** Provide existing outlets per office. Provide one data jack minimum.

19.5.2 Door Assembly: Existing to remain)

19.6 **STAFF LOUNGE:** Layout to be as shown on Tenants plan, include the following:

19.6.1 Millwork: provide and install to match existing and provided by.

19.6.2 Door Assembly: (See section 7)

19.6.3 Appliances: Tenant shall supply all appliances, Landlord shall provide all electrical service outlets required.

Landlord Initials: _____
Date: 5/18/21

19.6.4 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.

19.6.5 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.

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

19.7.1 Door Assembly: Existing to remain.

19.7.1.1 Solid core wood veneer door and hollow metal frame, with standard hardware

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

19.8.1 Shelving: Existing shall remain.

20 **PARKING AND SITE:** Landlord to provide minimum of ~~one hundred~~ (8) parking spaces for the Tenant's use, if these spaces are shared in common with others sufficient number of overage spaces must be available to assure continued availability of these spaces. Provision of all parking must be without additional charge to the tenant, included in the proposed annual rent. All parking spaces shall be asphalt or concrete –paved, clearly marked with painted lines, and shall also meet or exceed the required numbers as required by the local building code.

20.1 Full compliance of all codes and ordinances, particularly with those providing Barrier-Free Design will be the responsibility. The Client parking is in the front of the building in the public street parking, which is part of the cities responsibility. Neither Client or Landlord shall be in control of the City of Newport conformance with the following is required by said codes and ordinances, which are partially re-iterated in the following for the convenience and reference of the all.

20.1.1

**21 ADDITIONAL ACCESSIBILITY CONDITIONS:**

21.1 The following work is required to be performed to correct accessibility deficiencies as part of this Renewal Lease Agreement.

21.2 Department of Corrections has and uses Program Access for all clients not able to enter into the office for any reason.

Landlord Initials: _____
Date: 5/18/24

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/19/2021

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

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

**PRODUCER**

McCrillis & Eldredge Insurance
2 North Main Street
P. O. Box 539
Newport NH 03773

CONTACT NAME: Debra Hurd
PHONE (A/C, No, Ext): (603) 863-3636 FAX (A/C, No): (603) 863-5177
E-MAIL ADDRESS: debra.hurd@crossagency.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Lloyds of London | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**

Jeffrey S & Heidi G North
25 Main St
Newport NH 03773

**COVERAGES** CERTIFICATE NUMBER: CL2151957599 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 | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | XSZ167595 | 12/17/2020 | 12/17/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

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

RE Location: 11 and 17 Main Street, Newport, NH 03773

**CERTIFICATE HOLDER**

New Hampshire Department of Corrections
Division of Field Services
P O Box 1806 - 105 Pleasant St
Concord NH 03302-1806

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Debra R. Hurd

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# New Hampshire
# Governor's Commission on Disability

Christopher T. Sununu, Governor
Paul Van Blarigan, Chair
Charles J. Saia, Executive Director

**To:** **Department of Corrections, Division of Probation and Parole**

**From:** **Architectural Barrier Free Design Committee**

**Date:** **April 20, 2021**

**Re:** **LETTER OF OPINION**
**Pursuant to the New Hampshire Code of Administrative Rules, ADM 610.16 (e) (3)**

---

**Location:** Department of Corrections, Division of Probation and Parole, Office of Field Services 17 Main Street, Newport NH 03773, and as more particularly described in the proposed lease.

**Term:** 10 Years; June 1, 2021 through May 30, 2031.

**Lessee:** Department of Corrections, Division of Probation and Parole, Office of Field Services

**Lessor:** Jeff North dba North Properties, 25 Main Street, Newport NH 03773.

In accordance with the New Hampshire Code of Administrative Rules, codified in Adm. 610.16 (e) (3), the Governor's Commission on Disability's (GCD) Architectural Barrier Free-Design Committee (ABFDC) has opined that the location referenced above and referred to herein, meets or will meet barrier free requirements, subject to the completion of the conditions listed below. The subject lease was reviewed during the ABFDC's **April 20, 2021** meeting.

This Letter of Opinion, pursuant to ADM 610.16 (e) (3); The Administrative Rules of the Department of Administrative Services; is issued with the following conditions, if any, as referenced in EXHIBIT A and EXHIBIT B, and is subject to the limitations stated herein.

Upon completion, all renovations specified in the Lease agreement any supportive Design-Build Specifications and drawings or sketches; including but not limited to EXHIBIT B, and parking schematics; demonstrated at the ABFDC meeting on **April 20, 2021**, must comply with the provisions set forth in this letter and with the applicable New Hampshire Code for Barrier-Free Design. Although no comment or opinion is expressed regarding the New Hampshire State Building Code and the New Hampshire State Fire Code, and/or any other code; it is highly recommended, when applicable, relevant documentation be submitted to the local or State authority having jurisdiction, for any necessary approvals.

The Governor's Commission on Disability and/or the Architectural Barrier Free Design Committee cannot survey all state leased properties for compliance with the New Hampshire Code for Barrier Free

Design or for compliance with the conditions stated in this Letter of Opinion. However, as a safeguard for the State of New Hampshire, for the citizens of New Hampshire, and to ensure access for persons with disabilities; random site visits may be performed on an as needed basis for compliance regarding accessibility.

A representative for the Lessee or a designee of the Lessee must provide to the Governor's Commission on Disability proof of completion via photographs, invoices, or as outlined above, or as outlined in the exhibits, for the items listed therein, and shall certify to the Governor's Commission on Disability that the conditions outlined herein and as set forth in the Lease Agreement and related attachments have been satisfied. Should the Lessee not comply with the provisions of the Code for Barrier Free Design or the accessibility standards, or default on the completion of conditions; the Lessee, will rectify immediately after due notification by the Governor's Commission on Disability or the Architectural Barrier Free Design Committee.

The Lessee, a representative for the Lessee, or a designee for the Lessee agrees that should the term of the proposed lease be extended, the Lessee will contact and state to the Governor's Commission on Disability that there have been no material changes to the property, and that all conditions issued by the Architectural Barrier Free Design Committee, have been complied with. If the Lessee is not able to render such a statement or if any of the previously issued conditions have not been met, then the extension to the lease may need to be presented to the Governor's Commission on Disability for review and recommendation.

This Letter of Opinion is based upon a review of all provided documentation regarding the premises, and this Letter of Opinion is based on the assurances of the Lessee for compliance therein. Future review of existing and new documentation, as well as, future physical site visits may be conducted at the discretion of the Governor's Commission on Disability and/or the Architectural Barrier Free Design Committee.

Respectfully submitted by the **Architectural Barrier-Free Design Committee** on this day of **Tuesday, April 20, 2021**.

s/ Eric Brand, Chair
Architectural Barrier Free Design Committee

Cc: Charles J. Saia, Executive Director

**EXHIBIT A - CONDITIONS:**

1. Lessee will ensure that all design and construction adheres to all current state and federal accessibility codes. If a deficiency is identified, the Lessee will notify the Governor's Commission on Disability of the deficiency and the Lessee's planned remedy within 5 days of its identification.

2. Lessee will fully complete a GCD-approved ADA Checklist for Existing Facilities with photographs and within 30 days of issuance of a certificate of occupancy. Lessee will submit the completed checklist to the Governor's Commission on Disability for review and comment within 15 days of Lessee's completion. If any deficiencies are identified, the Lessee agrees to work with the Governor's Commission on Disability to come to an agreed-upon remedy. If disagreement exists, the Lessee may need to appear before the Architectural Barrier Free Design Committee for final determination.

3. At the discretion of the Governor's Commission on Disability, a site visit will be performed to review for accessibility and report as needed to the Architectural Barrier Free Design Committee. Site visit will be scheduled with the Lessee at a mutually agreed upon date and time. If any deficiencies are identified, the Lessee agrees to work with the Governor's Commission on Disability to come to an agreed-upon remedy. If disagreement exists, the Lessee may need to appear before the committee for final determination.

4. Lessee will fully complete and submit a current and GCD-approved ADA Checklist for Existing Facilities with photographs and applicable documentation every (10) ten years, or sooner if lease is renewed, extended, amended, newly executed, or if construction or renovations are undertaken in any manner. On a case-by-case basis, and at the discretion of the Governor's Commission on Disability, Lessee may postpone completion of the ADA Checklist for Existing Facilities.

**EXHIBIT B**

*NONE*

**CERTIFICATE OF AUTHORITY**

This is to authorize that on this 18 day of May, 2021, Jeffrey North, majority owner of 17 Main Street, Newport, NH, is authorize Owner and Manager to enter into a lease with the NH Department of Corrections, DIV of Field Services for a period of ten years beginning July 1, 2021 to June 30, 2031.

Dated this 18 day of May, 2021

OWNER AND MANAGER

Jeffrey North

STATE OF NH

COUNTY OF Sullivan

The foregoing instrument was acknowledged before me this 18 day of May, 2021 by Jeffrey North of the Granite Center, LLC, a New Hampshire limited liability company, on behalf of the company.

Notary Public/Justice of the Peace

My commission expires: _____

MARY H. JANNENGA
STATE OF NEW HAMPSHIRE
-MY- COMMISSION EXPIRES MARCH 3, 2026
NOTARY PUBLIC

**CERTIFICATE OF VOTE**

I, Heidi North, minority Owner, do here by certify that Jeffrey North is the majority Owner and sole manager of the building at 17 Main Street, Newport, NH and has the authority to sign the contract between the State of New Hampshire and 17 Main Street for $ 482,434.88.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that Jeffrey North has full authority to bind and that no corporate resolution, shareholder vote or other document or action is necessary to grant him such authority.

Furthermore, I authorize this certificate of Vote to be valid as of 18th day of May, 2021

Minor Owner

Heidi North 5/18/21

Signed: Heidi North Date:

STATE OF NH

COUNTY OF Sullivan

The foregoing instrument was acknowledged before me this 18 day of May, 2021 by Heidi North of the Granite Center, LLC, a New Hampshire limited liability company, on behalf of the company.

MARY H. JANNENGA
STATE OF NEW HAMPSHIRE
-MY- COMMISSION EXPIRES MARCH 3, 2026
NOTARY PUBLIC

Mary Jannenga

Notary Public/ Justice of the Peace

My commission expires: _____

Jeffrey North

25 Main Street,

Newport, NH 03773

5/18, 2021

David Cady

NH Department of Corrections, Div. of Field Services
105 Pleasant Street, PO box 1806
Concord, NH 03302-1806

Re: Jeffrey North – Workers Compensation insurance

Dear David,

I am writing to let you know the property at 17 N. Main Street is owned by Jeffery North, I do not have employees and therefore do not have a worker's compensation policy. Please see addition attached copy of the deed.

Please contact me should you have any additional questions regarding this matter.

Sincerely,

Jeffrey S North

Jeffery North

# QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that LAKE SUNAPEE GROUP, INC., a New Hampshire corporation with a mailing address of 82 Main Street, P.O. Box 400, Bar Harbor, ME 04609, Attention: Caitlin Dunston, SVP, Corporate Counsel ("Grantor"), for consideration paid, grants to Jeffrey S. North and Heidi G. North, husband and wife whose mailing address is 25 Main Street, Newport NH 03773 (collectively, "Grantee"), as joint tenants with rights of survivorship, with **QUITCLAIM COVENANTS**, the following:

**Emerson Block and Kendall Block**

A certain tract or parcel of land located in Newport, Sullivan County, State of New Hampshire, situated on the westerly side of South Main Street in Newport, New Hampshire, shown as "'Emerson Block' Tax Map 114, Lot 165 Lake Sunapee Group, Inc. c/o Bar Harbor Bank & Trust 17 South Main Street, Newport, New Hampshire 03773 Vol. 933 Pg. 408 Tracts 1 & 2 11,085 Sq. Ft. 0.26 Acre before Lot Line Adjustment 8645 Sq. Ft. 0.20 Acre After Lot Line Adjustment 'Kendall Block'" on a plan of land entitled "Lot Line Adjustment Plan Prepared for Bar Harbor Bank & Trust South Main Street and Depot Street, Newport, New Hampshire", prepared by Wayne McCutcheon Associates, Inc., dated August 1, 2020, and recorded in the Sullivan County Registry of Deeds (the "Registry") as Plan #5375 (the "Plan"), and is more particularly bounded and described as follows:

Beginning at a set railroad spike at the southeast corner of the premises conveyed herein, thence running S 74° 22' 31" W a distance of 114.17 feet to a set railroad spike, thence

S 82° 34' 09" W a distance of 38.58 feet to a set railroad spike, thence

N 06° 36' 50" E a distance of 60.59 feet to an iron pin set 1" flush, thence

N 74° 14' 28" E a distance of 37.00 feet to a set railroad spike, thence

N 74° 14' 39" E a distance of 92.14 feet to a point, thence

S 15° 53' 30" E a distance of 61.88 feet along South Main Street to the point of beginning.

**Gamash Block**

A certain tract or parcel of land located in Newport, Sullivan County, State of New Hampshire, situated on the westerly side of South Main Street in Newport, New Hampshire, shown as "'Gamash Block' Tax Map 114, Lot 166 Lake Sunapee Group, Inc. c/o Bar Harbor Bank & Trust 11 South Main Street, Newport, New Hampshire 03773 Vol. 933 Pg. 408 Tracts 3 & 4 3,067 Sq. Ft. 0.07 Acre" on the Plan, and is more particularly bounded and described as follows:

Beginning at a set railroad spike at the northeast corner of the premises conveyed herein, thence running S 15° 53' 30" E a distance of 33.25 feet to a point, thence

S 74° 14' 39" W a distance of 92.14 feet to a set railroad spike, thence

N 16° 14' 33" W a distance of 33.25 feet to set railroad spike, thence

N 74° 14' 34" E a distance of 92.34 feet to the point of beginning.

**Parking Easement**

Together with: (1) a perpetual, exclusive easement (the "Exclusive Parking Easement") to Grantee and its agents, employees, representatives, guests, invitees, contractors, subcontractors and successors and assigns to park motor vehicles in the seven (7) parking spaces located on land of Grantor to the southwest of the herein conveyed premises identified as Tax Map 114, Lot 167 on the Plan ("Lot 167"); (2) a perpetual, non-exclusive easement (the "Non-Exclusive Parking Easement") to Grantee and its agents, employees, representatives, guests, invitees, contractors, subcontractors and successors and assigns to park motor vehicles in the twenty-one (21) parking spaces located on other land of Grantor identified as Tax Map 114, Lot 161 ("Lot 161"); and (3) a perpetual, non-exclusive right and easement to cross and re-cross the driveways and accessways on Lot 167 and Lot 161 (the "Access Easement").

Meaning and intending to describe and convey a portion of the premises conveyed to Grantor by deed recorded in the Registry at Book 933, Page 408.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.