

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

**Table of Contents**

**1. Parties to the Lease:** ..... 5

    1.1 The Lessor: ..... 5

    1.2 The Lessee:..... 5

**2. Demise of the Premises:** ..... 5

**3. Effective Date; Term; Delays; Extensions; and Conditions upon Commencement:** ..... 5

    3.1 Effective Date: ..... 5

    3.2 Occupancy Term: ..... 6

    3.3 Delay in Occupancy and Rental Payment Commencement: ..... 6

    3.4 Extension of Term: ..... 6

    3.5 Conditions on the Commencement and Extension of Term: ..... 6

**4. Rent:** ..... 6

    4.1 Rent: ..... 6

    4.2 Taxes and Assessments: ..... 6

**5. Conditional Obligation of the State:** ..... 7

**6. Utilities:** ..... 7

    6.1 General Provisions: ..... 7

    6.2 Sewer and Water Services: ..... 7

    6.3 Electrical and Lighting: ..... 8

**7. Use of Premises:** ..... 8

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

    8.1 General Provisions: ..... 8

    8.2 Maintenance and Repair of Broken Glass: ..... 8

    8.3 Recycling: ..... 8

    8.4 Window Cleaning: ..... 8

    8.5 Snow Plowing and Removal: ..... 8

    8.6 Parking Lot Maintenance: ..... 9

    8.7 Site Maintenance: ..... 9

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

8.8	Heating, Ventilation and Air Conditioning (HVAC): .....	9
8.9	Maintenance and Repair of Lighting , Alarm Systems, Exit Signs, etc: .....	10
8.10	Interior Finishes and Surfaces: .....	10
8.11	Janitorial Services: .....	10
8.12	Failure to Maintain, Tenant’s Remedy: .....	10
<b>9.</b>	<b>Manner of Work, Compliance with Laws and Regulations: .....</b>	<b>11</b>
9.1	Barrier-Free Accessibility: .....	11
9.2	Work Clean Up: .....	11
9.3	State Energy Code: .....	11
9.4	Alterations, etc: .....	11
9.5	Ownership, Removal of Alterations, Additions or Improvements: .....	11
<b>10.</b>	<b>New Construction, Additions, Renovations or Improvement to the Premises: .....</b>	<b>11</b>
10.1	Provision of Work, etc: .....	12
10.2	Schedule of Completion: .....	12
10.3	Landlord’s Delay in Completion; Failure to Complete, Tenant’s Options: .....	12
<b>11.</b>	<b>Quiet Enjoyment: .....</b>	<b>12</b>
<b>12.</b>	<b>Signs: .....</b>	<b>12</b>
<b>13.</b>	<b>Inspection: .....</b>	<b>13</b>
<b>14.</b>	<b>Assignment and Sublease: .....</b>	<b>13</b>
<b>15.</b>	<b>Insurance: .....</b>	<b>13</b>
15.1	Workers Compensation Insurance: .....	13
<b>16.</b>	<b>Indemnification: .....</b>	<b>13</b>
16.1	Acts or Omissions of Landlord: .....	13
16.2	Landlord’s Failure to Perform Obligations: .....	13
16.3	Tenant’s Acts or Omissions Excepted: .....	13
<b>17.</b>	<b>Fire, Damage and Eminent Domain: .....</b>	<b>14</b>
17.1	Landlord’s Repair: .....	14
17.2	Tenant’s Remedies: .....	14
17.3	Landlord’s Right to Damages: .....	14
<b>18.</b>	<b>Event of Default: Termination by the Landlord and the Tenant: .....</b>	<b>14</b>
18.1	Event of Default: Landlord’s Termination: .....	14
18.2	Landlord’s Default: Tenant’s Remedies: .....	14
18.3	Rights Hereunder: .....	14
<b>19.</b>	<b>Surrender of the Premises: .....</b>	<b>15</b>
<b>20.</b>	<b>Hazardous Substances: .....</b>	<b>15</b>

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

20.1	Disclosure: .....	15
20.2	Maintenance/Activity Compliance: .....	15
20.3	Action to Remove/Remediate: .....	15
20.4	Non-Permitted use, Generation, Storage or Disposal: .....	15
20.5	Asbestos: .....	15
20.6	Material Safety Data Sheets (MSDS): .....	15
<b>21.</b>	<b>Broker’s Fees and Indemnification: .....</b>	<b>16</b>
<b>22.</b>	<b>Notice: .....</b>	<b>16</b>
<b>23.</b>	<b>Required Property Management and Contact Persons: .....</b>	<b>16</b>
23.1	Property Management: .....	16
23.2	Tenant’s Contact Person: .....	16
<b>24.</b>	<b>Landlord’s Relation to the State of New Hampshire: .....</b>	<b>16</b>
<b>25.</b>	<b>Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity: .....</b>	<b>16</b>
23.1	Compliance with Laws, etc: .....	16
23.2	Discrimination: .....	16
23.3	Funding Source: .....	16
<b>26.</b>	<b>Personnel: .....</b>	<b>17</b>
<b>27.</b>	<b>Bankruptcy and Insolvency: .....</b>	<b>17</b>
<b>28.</b>	<b>Miscellaneous: .....</b>	<b>17</b>
28.1	Extent of Instrument, Choice of Laws, Amendment, etc: .....	17
28.2	No Waiver or Breach: .....	17
28.3	Unenforceable Terms: .....	17
28.4	Meaning of “Landlord” and “Tenant”: .....	17
28.5	Headings: .....	17
28.6	Entire Agreement: .....	17
28.7	No Waiver of Sovereign Immunity: .....	17
28.8	Third Parties: .....	17
28.9	Special Provisions: .....	17
28.10	Incompatible use: .....	17
	Signatures, Notary, Approvals: .....	18
Exhibit A –	Schedule of Payments .....	19
Exhibit B –	Janitorial Services .....	20
Exhibit C –	Provisions for Architecturally Barrier-Free Accessibility, “Clean Air” Compliance, Improvements, Recycling, and Energy Conservation .....	21
Exhibit D –	Special Provisions .....	25

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

Date: \_\_\_\_\_

**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 REQUIRED 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: \_\_\_\_\_

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

**STANDARD LEASE AGREEMENT**

**1. Parties to the Lease:**

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

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

**Name:** \_\_\_\_\_  
(individual or corporate name)

**State of Incorporation:** \_\_\_\_\_  
(if applicable)

**Business Address:** \_\_\_\_\_  
Street Address (principal place of business)

\_\_\_\_\_  
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:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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

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

\_\_\_\_\_  
City State Zip

**The demise of the premises consists of:** \_\_\_\_\_  
(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 \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, unless sooner terminated in accordance with the Provisions hereof.

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

Date: \_\_\_\_\_

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

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

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

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

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

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

**4. Rent:**

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

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

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

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

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

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

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

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

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

**OR:**

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

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

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

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

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

Date: \_\_\_\_\_

**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:

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

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

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

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

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

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

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

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

Date: \_\_\_\_\_

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

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

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

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

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

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

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

Date: \_\_\_\_\_

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

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

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

**8.10 Interior finishes and surfaces:**

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

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

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

**OR:**

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

Date: \_\_\_\_\_

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

**20. Hazardous Substances:**

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

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

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

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

**20.5 Asbestos:**

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

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

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

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

Date: \_\_\_\_\_

**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: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**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: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

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

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

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

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

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

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

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: \_\_\_\_\_

**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 \_\_\_\_\_  
\_\_\_\_\_

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

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

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

Signature

Print: \_\_\_\_\_  
Name & Title

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

OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

UPON THIS DATE (insert full date) \_\_\_\_\_, appeared before  
me (print full name of notary) \_\_\_\_\_ the undersigned officer personally  
appeared (insert Landlord's signature) \_\_\_\_\_  
who acknowledged him/herself to be (print officer's title, and the name of the corporation) \_\_\_\_\_  
\_\_\_\_\_ and that as such

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

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

**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: \_\_\_\_\_

Approving Attorney: \_\_\_\_\_

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

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

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

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

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. [ ]*
- 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. [ ]*

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

## 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.*

The Landlord shall be solely responsible for the provision of janitorial services to all areas of the premises: provision of the services shall be in accordance with the following:

### STATEMENT OF WORK FOR JANITORIAL SERVICES

- 1-01. SCOPE: These specifications provided for accomplishing custodial services in a professional and workmanlike manner in compliance with these specifications and subject to the terms and conditions of the Agreement herein.
- 1-02. DESCRIPTION OF WORK: The work to be accomplished under this specification consists of performing all custodial services as hereinafter specified.
- 1-03. HOURS OF SERVICE: All work is to be performed after regular business hours. Work shall be performed two nights a week, Sunday and Wednesday evenings.
- 1-04. DEFINITIONS OF SERVICES:
- A. Sweeping – Includes brush or mop sweeping compound, if required, or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors or base trim.
  - B. Damp-Mopping – Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water and detergent, if required, using as small amount of water as possible.
  - C. Resilient Floor Coverings – Includes linoleum, VCT and non-pvc content composition resilient tiles.
  - D. Vacuum Carpets (spot clean) – Vacuum all carpeted common areas, heavy traffic areas and entranceways.
  - E. Vacuum Carpets – Vacuum all carpeted surfaces, inclusive of all offices and workstations.
- 1-05. SUPPLIES AND EQUIPMENT: The LANDLORD will furnish all supplies and equipment for accomplishment of all work. LANDLORD's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power.
- A. Materials and Supplies – The LANDLORD shall furnish all materials and supplies required.
  - B. Supplies Used – Unless otherwise specified, supplies shall be of the highest quality and most suitable type or grade for the respective work under contract. All hazardous items shall be handled in conformance with the terms of the Agreement herein.
  - C. Personal Protection Equipment (PPE) – LANDLORD shall be responsible to provide, instruct and replace/upgrade, as necessary, any and all PPE, as required or recommended by OSHA 1910.132 or other such regulation, for all of their employees.
- 1-06. STORAGE: The Tenant will not be responsible in any way for damage to the LANDLORD's stored supplies, materials or equipment kept throughout the building in janitor's closets; or the LANDLORD's employees' personal belongings brought into the building; occasioned by fire, theft, accident or otherwise.
- 1-07. QUALIFICATIONS:
- A. Employees – The LANDLORD shall employ only personnel skilled in janitorial work. The LANDLORD assumes responsibility of their employees, subcontractors, agents and invitees.

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

Date: \_\_\_\_\_

- 1-08. SUPERINTENDENCE BY LANDLORD: The LANDLORD shall at all items during hours specified for services, provide an on-site working janitorial supervisor who can efficiently and effectively communicate, in written and verbal forms with both the Tenant and to their subordinate janitorial staff. Supervisor to provide adequate supervision of his employees to ensure complete and satisfactory performance of all work.
- 1-09. INSPECTION: Daily inspection of all the LANDLORD's work may be made by the Tenant's designated representative. The representative shall have the authority to point out to the LANDLORD incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the Agreement herein.
- 1-10. DEFECTIVE WORK AND DAMAGES: The Tenant will require correction of defective/insufficient work or damages to any part of a building or its appurtenances when caused by LANDLORD's employees, equipment or supplies.
- 1-11. STANDARDS: The following standards shall be used in evaluation of custodial services:
- A. Dusting – A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.
  - B. Plumbing Fixtures and Dispenser Cleaning – Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without streaks, dust, film, odor or stains.
  - C. Sweeping – A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.
  - D. Spot Cleaning – A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.
  - E. Damp Mopping – A satisfactorily damp-mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.
  - F. Material Cleaning – All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.
  - G. Glass Cleaning – Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.
  - H. Scrubbing – Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.
  - I. Light-Fixture Cleaning – Light fixtures are clean when all components, including bulbs, tubes, lenses and diffusers are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.
  - J. Diffuser Cleaning – Diffusers are clean when all surfaces are without dirt, stains, film or streaks. All articles removed must be replaced immediately.
- 1-12. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:
- A. Cleaning Rest Rooms – This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, dispensers, spot cleaning walls, and doors as required; and filling all paper and soap dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. Floors shall be dry swept and damp mopped.
  - B. Cleaning Sinks and Drinking Fountains – All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

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

- C. Sweeping – All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.
  - D. Damp Mopping Floors – Damp mop all resilient floors, quarry tile and concrete floors. (Resilient floors may be dry cleaned provided satisfactory results are demonstrated by the LANDLORD).
  - E. Glass Cleaning – Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent trim shall be wiped clean with a damp cloth. Doors and windows shall be washed on both sides.
  - F. Cleaning Interior Walls and Ceilings – When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.
  - G. Cleaning Laminate Counter Tops – Clean any laminate counter tops. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.
  - H. Cleaning Doors and Trim – Clean doors and adjacent trim not otherwise cleaned.
  - I. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment – Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.
  - J. Empty Waste Receptacles – Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose.
  - K. Washing Waste Receptacles – Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Receptacles will be left free of deposits, stains, dirt streaks and odor.
  - L. Clean Light Fixtures – Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.
  - M. Mat Cleaning – Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.
  - N. Burned-Out Lights – Incandescent, fluorescent and LED lamps and/or ballasts/fixtures will be furnished and replaced by the LANDLORD.
  - O. Turning Off Lights – Janitorial staff shall be responsible to turn off interior lights after the conclusion of their nightly operations.
- 1.13 CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.
- 1-14. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, and soap.
- 1-15. PEST CONTROL: The LANDLORD is to provide any and all pest control which may be necessary within the facility, in conformance with foregoing provisions of the Agreement herein.

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

<i>SCHEDULE OF SERVICES</i>	<i>TWICE WEEKLY (Wed &amp; Sun)</i>	<i>ANNUALLY</i>
<b>Floors (Resilient)</b>		
Sweep/Dust Mop	<b>X</b>	
Damp Mop	<b>X</b>	
Damp Mop Entrances	<b>X</b>	
Buff		<b>X</b>
Scrub and apply one coat of wax		<b>X</b>
<b>Walls:</b> Spot clean as required		<b>X</b>
<b>Woodwork &amp; Doors:</b> Clean		<b>X</b>
<b>Light Fixtures:</b> Damp Wipe		<b>X</b>
<b>Diffusers:</b> Damp Clean		<b>X</b>
<b>Dust:</b> horizontal surfaces of all fixtures, ledges, woodwork, doors, etc.		<b>X</b>
<b>Waste Receptacles: Empty</b>	<b>X</b>	
Provide/Replace Waste Receptacle liners	<b>X</b>	
Wash Waste Receptacles		<b>X</b>
<b>Mat Cleaning</b>	<b>X</b>	
<b>Exterior Doors: Clean Glass</b>	<b>X</b>	
<b>REST ROOMS:</b>		
Clean Water Closets	<b>X</b>	
Clean Urinals	<b>X</b>	
Clean Wash Basins	<b>X</b>	
Dispensers, fill and clean	<b>X</b>	
Mirrors	<b>X</b>	
Mop floors with disinfectant	<b>X</b>	
<b>Vacuum Carpeted areas</b>	<b>X</b>	
<b>Window Cleaning - Interior</b>		<b>X</b>
<b>Window Cleaning - Exterior</b>		<b>X</b>
<b>Carpet Cleaning: Hot Water Extraction Method</b>		<b>X</b>

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

## 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. *Specify in text and/or illustrate the manner in which all renovations recommended by the AB Committee will be provided at the Premises. Define which party, the Landlord or Tenant, shall be responsible for providing and funding said renovations and the time frame allowed for completion.***

**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: \_\_\_\_\_

- 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: \_\_\_\_\_

- 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.

*Specify which party – the Landlord or the Tenant- shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the 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.[ ]

**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.* [ ]

**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: \_\_\_\_\_  
Date: \_\_\_\_\_

[]

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

**EXHIBIT D  
SPECIAL PROVISIONS**

All new construction will be done according to the State of New Hampshire construction standards, as follows:

**1. GENERAL PROVISIONS:**

**1.1. Basic Definitions:**

- 1.1.1. **“Landlord”** shall mean the proposed Landlord, the contractual Landlord and/or their authorized designees.
- 1.1.2. **“Tenant”** shall mean the State of New Hampshire – Department of Health and Human Services (DHHS) Bureaus of Facilities and Assets Management.
- 1.1.3. **“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.
- 1.1.4. **“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.
- 1.1.5. **“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.
- 1.1.6. **“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.
- 1.1.7. **“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.

**2. Construction Documents:**

2.1. 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.

2.1.1. 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.

2.2. 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.

2.2.1. 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.

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

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

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

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

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

**4. GENERAL CONDITIONS:**

4.1. **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.

4.2. **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.

4.3. **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 2009 International Building Code, 2009 International Existing Building Code, 2009 International Plumbing Code, 2009 International Mechanical Code, 2009 International Energy Conservation Code, 2014 National Electrical Code, State Fire Code SAF-C 6000, 2009 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, 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.

- 4.3.1. An approved copy of the Demolition/Building Permit shall be delivered to the Tenant prior to commencement of construction activities.
- 4.3.2. A final and approved Certificate of Occupancy shall be delivered to the Tenant prior to the Tenant accepting the space.
- 4.3.3. 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.
- 4.3.4. 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.
- 4.3.5. 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.
- 4.3.6. 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.
- 4.3.7. 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

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

Date: \_\_\_\_\_

construction for the proposed lease space, meets the accessibility standards of the state building code (RSA 155-A:5-a).

4.4. **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.

4.5. **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.

4.5.1. 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.

4.5.2. By approving and submitting Product Data, Samples and similar submittals, the Landlord represents that they have determined and verified materials, field measurements and field construction criteria related to the submittal, or will do so, and has checked and coordinated the information contained within the submittal(s) with the requirements of the Work and the Tenant.

4.5.3. 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.

4.5.4. 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.

4.6. **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.

4.7. **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.

## 5. STANDARDS & SPECIALTIES

5.1. **Materials and Finishes:** With respect to the build-out of the interior space, unless otherwise stated or agreed to by the Tenant, the Landlord shall use and/or deliver to the Tenant all new materials, equipment and finishes throughout the leasehold space. Use of "green" materials made of recycled content materials and/or made of materials which are readily recycled at end of useful life shall be preferred.

5.2. **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.

5.2.1. 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.

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

5.3.1. Lobby Area: 10 feet

5.3.2. Conference/Training Rooms and Staff Lounge: 9 feet

5.3.3. Private Offices: 8 feet

5.3.4. General Office Area: 10 feet

5.3.5. Interview Rooms: 8 feet

5.3.6. Corridors, Hallways: 9 feet

5.3.7. All other areas shall not exceed the above heights.

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

Date: \_\_\_\_\_

- 5.4. **Ceiling Materials:** Minimum standards: Grid: *Armstrong - Prelude ML 15/16"* Exposed Tee System. Tile: *Armstrong - Fissured Minaboard*. 2x2 and/or 2x4 ceiling tile panel is acceptable.
- 6.4.1. 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.
- 5.5. **Corridor Widths:** Unless otherwise noted or required by the authority having jurisdiction, all corridors shall be at least 60" wide.
- 5.6. **Window Treatments:** Landlord to repair or replace, as necessary, window treatments at all exterior glazing, interior glazing, and receptionist transaction windows; provide top and bottom attachments.
- 5.6.1. Specifications: Manufacturer: *Hunter-Douglas*; Model: *Celebrity*; Type: 1" horizontal. Color(s) to be determined by the Tenant.
- 5.6.2. Provide cast aluminum window locks on all exterior windows, installed with a minimum of two (2) tamper-proof allen wrench screws per lock.
- 5.6.3. **Surface Mounted Acoustical Wall Panels:**
- 5.6.3.1. See "Specialty Areas" for required quantities and placement.
- 5.6.3.2. Provide and install 24" x 24"x 2" ATS (or equivalent) acoustic panels in quantities identified; the acoustic panel core material shall be Roxul AFB mineral wool (or equivalent), (NRC 1.0).
- 5.6.3.3. Units shall have solid wood internal frame.
- 5.6.3.4. Units shall have 1/4-inch wood back panel. Provide wall-mounting hardware for a secure installation without glue.
- 5.6.3.5. Finish shall be a textured cover fabric 100% jute, provide units available in manufacturer's full range of colors, the color selection shall be by Tenant.
- 5.7. **Baby Changing Station:** Provide and install one (1) at each public rest room. Manufacturer: *Koala Bear Kare* Model: To be determined by Tenant, i.e. horizontal and/or vertical. Installation shall be as required to be fully ADA compliant. Color: To be determined by Tenant.
- 5.7.1. Specification: Horizontal or vertical application, constructed of molded polyethylene with stainless steel hinges, able to withstand static loads of 400 pounds, to include child protective straps, gas spring mechanism, usage and safety instructions in multiple languages and brail, FDA approved high-impact polyethylene resistant to fungal and bacterial growth, must meet ASTM standards for anti-fungal protection.
- 5.8. **Knox Box:** an exterior flush mounted Knox Box shall be provided and installed as required or requested by the local fire and/or police department. Location to be determined by said authority.
- 5.9. **Flag and Flag Pole:** Provide commercial grade exterior flagpole including halyard system and necessary lighting for nighttime illumination. Type: Cone; Height: single story buildings - 20', two story buildings - 25'; Flag: Width shall be one quarter the vertical height of the pole.
- 5.10. **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.
- 5.11. **Drinking Fountains:** Type: Refrigerated. Stainless steel, dual drinking fountains providing standard and wheelchair accessible heights and configurations. Provide minimum count required for conformance with regulatory authority; installations shall include:
- 5.11.1. Drinking fountains at the Tenant's client waiting/lobby area close to the public rest rooms.
- 5.11.2. Drinking fountains close to the Tenant's staff rest room/staff lounge area; replace existing single-level unit and modify existing electrical service, water supply and drain pipes as required.
- 5.11.3. Final Locations shall be reviewed with the Tenant.
- 5.11.4. Drinking fountains **must** meet ADA requirements.
- 5.12. **Exterior Glazing:** All existing and new exterior glazing shall be transparent unless otherwise noted; no opaque materials are acceptable without prior specification or approval from the Tenant. Exception: skylights and restroom glazing are permitted to be constructed of opaque materials.

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

- 5.13. **Bullet Resistant Transaction Windows:** Provide and install as specified herein in “Specialty Areas/Reception”. Provide UL Listed Level 3 bullet resistant transaction windows with stainless steel frames providing a protection level equal to or greater than the glazing.
- 5.14. **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.
6. **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.
- 6.1. **Hydraulic Overhead Door Closer Devices:** Shall be heavy-duty commercial grade, required manufacturers: Norton – series 8301 and/or 8501, or LCN 4040.
- 6.2. **Pilfer Alarms:** Required manufacturer: Security Lock Distributors (DETEX Corp.) - Exit Alarms Model EA 2500S AC powered, surface mount exit alarm. Override key to be coordinated with the building’s keying program.
- 6.3. **Electromagnetic Locks:** If required and where allowed by Tenant, preferred manufacturer: Locknetics Security Engineering - Series 268 Surface Mounted POWERLOCK II.
- 6.4. **Vandal Resistant Hinges:** Non-removable pin (NRP) hinges shall be provided at all exterior doors. All hinges shall be heavy duty steel and vandal resistant, color: silver coated or stainless steel.
- 6.5. **Latch Protectors:** To be provided at all exterior doors. All latch protectors shall be: heavy duty steel, furnished with washers and vandal resistant fasteners, color: silver coated or stainless steel. Latch protectors shall be a minimum size of 2-3/4” X 7”, and shall completely cover strike plates.
- 6.6. **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.
- 6.6.1. Installation shall include supplying and installing all required electrical circuits, transformers, low voltage control wiring from electric strike to junction box above finished ceiling and 110v electrical supply for low voltage transformer(s).
- 6.6.2. Where applicable, Landlord shall also provide a set of contacts at the fire alarm panel for use by the Tenant’s security equipment vendor. Should any discrepancies arise between the Landlord and the Tenant, the Landlord shall coordinate a joint review with the Tenant and the authority having jurisdiction for final determination(s).
- 6.6.3. Electric Strike Function, e.g., fail-safe or secure, Landlord shall be responsible to supply strike function as required by applicable codes and/or local authority having jurisdiction, and review requirements with the Tenant.
- 6.7. **Door Types:** All interior and exterior doors shall be 3’-0” X 7’-0”.
- 6.7.1. Interior Doors: Solid core wood door blanks for all interior doors. (Birch, min. 3 coats natural finish).
- 6.7.2. Exterior doors: Hollow metal doors, 18 gauge; full flush styrene core insulated doors at all exterior doors.
- 6.7.3. Client entry - vestibule to be aluminum storefront type entry with tempered insulating glass.
- 6.8. **Door Closer Devices:** Shall be installed as required by the applicable building and/or Life Safety Codes. In addition to the foregoing, provide closer devices in the areas noted in “Specialty Areas” herein. A maximum push/pull effort of 5.0 pounds is required at all interior doors.
- 6.9. **Push Plate Activated Automated Doors:** Automated ADA conforming exterior and vestibule door to be provided and installed at Tenant’s Public Entrance. Landlord’s provision to include the following:
- 6.9.1. **Door Opener:** Provide and install ANSI/BHMA A156.10 and code compliant swing door operator activated by pushbutton switches at Public Entrance of the Premises. Switches are required for both the ingress and egress operations. If an air lock or foyer condition is present, then both door assemblies, i.e. interior and exterior assemblies shall be equipped with door operators. In such cases, the Tenant shall define if the door operators shall be integrated via a relay or require separate switching.
- 6.9.2. 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.
- 6.9.3. Interior strike for accessible doors shall be mounted no higher than 48 inches above the finished floor.
- 6.9.4. 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

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

Date: \_\_\_\_\_

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.

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

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

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

#### 6.10. Door Frames:

6.10.1. Exterior Doors: Welded metal frame, 16 gauge

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

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

6.10.4. Exterior and Security Doors: All exterior doors shall be equipped with:

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

6.10.4.2. 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.

6.10.4.3. Lockset: Storeroom type.

6.10.4.4. Hydraulic overhead door closer device.

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

6.11. **Door Hardware:** Required manufacturer: Corbin/Russwin or Schlage-series D (heavy duty commercial grade 1):

6.11.1. Exterior and Security Door Hardware: Shall be keyed cylindrical lever locksets for heavy duty commercial use, rated for commercial grade 1 application

6.11.2. Interior Door Hardware: Shall be either lever passage latchsets or keyed cylindrical lever locksets (as determined by the final door & hardware schedule) for heavy duty commercial grade 1 application.

#### 6.12. Hardware Standards:

6.12.1. Keyway: L-4.

6.12.2. Interchangeable Cores: All exterior and interior Tenant separation doors and the Data/Communications Room shall be provided with interchangeable cores.

6.12.3. Trim Design: Newport

6.12.4. Type: Lever (NSD) - Cast brass.

6.12.5. Finish: ANSI 630/US32D Satin Stainless Steel or to match existing hardware as requested by Tenant.

6.12.6. Replacement Keyway Cylinders: (if applicable) Required hardware shall be *Corbin/Russwin*. See Section 3.13 above.

6.12.7. Keyway Standard: L-4.

6.12.8. Replacement cylinders: Original factory equipment cylinders only.

6.12.9. Finish: To match existing hardware finish, or as otherwise requested by the Tenant.

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

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

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

6.13.3. Great Grand Master: As defined by Landlord

6.13.4. Grand Master: Provide five (5) keys.

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

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

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

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

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

6.13.10. Provide hinged-panel type cabinet for wall mounting.

#### 7. GYPSUM WALLBOARD-STANDARDS AND TYPES:

7.1. **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

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

Date: \_\_\_\_\_

via the appropriate type and length of drywall screw. Hollow metal corner bead shall be used on all exposed vertical and horizontal edges.

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

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

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

7.1.4. 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.

7.1.5. 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.

7.2. **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:

7.2.1. **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.

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

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

7.2.2.2. Full Wall Framing:

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

7.2.2.2.2. 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.

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

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

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

7.2.3.1.2. 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.

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

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

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

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

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

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

Date: \_\_\_\_\_

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

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

7.2.6.2. All "public side" of gypsum board partitions shall be constructed of one layer of required quantity (4' X 8" sheets) bullet resistive, level 3, fiberglass opaque armor panels to fully sheath wall at public side to a height of 8'- 0" above finish floor. Installation shall be in strict conformance with manufacturer's printed instructions. All joints are to be staggered.

7.2.6.3. Product shall be: *Insulgard - UL Level 3, NII Type IIIA- Fibergard fiberglass opaque armor (FG-300) or Armortex – UL Level 3 fiberglass board. No substitutions will be accepted.* Overlay armor panels with one layer of ½" gypsum wallboard. The opposing side of the effected wall shall be constructed of one layer of 5/8" wallboard minimum or as required by the adjacent room's Gypsum Wallboard – Wall Systems specifications.

8. **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.

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

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

8.3. **Recycled materials content:** All carpet submittals shall contain a 25% minimum recycled content and/or is 100% recyclable.

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

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

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

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

PREFERRED MODULAR CARPET TILE:

Manufacturer	SHAW – Patcraft MODULAR
Tile Size	24"x24" nominal
Style	Tweed I0096
Construction	Pattern Loop
Pile Fiber	100% Nylon (w/min 25% recycle content)
Pile Thickness	124 inch
Gauge	1/10 <sup>th</sup>
Dye Method	100% Solution Dyed
Tufted Pile Height	3/32" Low 6/32" High
Yarn Weight	20 oz.
Protective Treatment	Soil Protection Anti-microbial
Primary Backing	NonWoven Synthetic
Smoke Density (ASTM E-662)	Less than 450
Static Control	Less than 3.5 Kv
Traffic Class	Heavy
ADA Compliance	Min. Static Coefficient of Friction 0.6 Meet Guidelines - Americans with Disabilities Act
Warranty	Manufacturer Lifetime Warranty for: Wear, Colorfastness to light, edge ravel, and Delamination

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

Date: \_\_\_\_\_

CRI Indoor Air Quality

Certification: Must provide valid, registered certification number.

Recommended Manufacturers: Shaw Contract Group,

**8.8. Vinyl Composition Tile (VCT):** Area of use; supply and install in all rest rooms, janitorial closets, file rooms, storage rooms, public entrance lobbies, maternal care rooms, the DHHS staff lounges, and data rooms.

8.8.1. VCT: Colors and installation: Tenant shall select up to three (3) colors from the manufacturer's full offering of standard colors. VCT shall be installed in Janitorial closets, file rooms, storage rooms, lobby, etc. For installation in the larger areas, such as the public entrance lobby, VCT shall be installed in a graphic pattern; the pattern will be determined by the Tenant.

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

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

8.8.2.2. Tile thickness: 1/8"

8.8.2.3. Tile size: 12 in x 12 in

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

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

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

8.8.3. **Vinyl Cove Base:** 4" high vinyl, standard toe cove type. Manufacturer: *Johnsonite or Mercer*.

8.8.3.1. Areas of use: supply and install with all flooring in all areas; Tenant shall select up to three (3) colors from the manufacturer's full offering of standard colors.

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

8.8.4.1. Areas of use: Supply and install termination strips or change of height strips as required in order to mask all exposed flooring edges and intersections. Landlord is specifically reminded that in order to meet ADA conformance requirements, the finished installation of termination strips shall not exceed a height range of ¼".

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

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

8.8.5.2. 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:

8.8.5.3. Required Manufacturer: Mats, Inc.

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

8.8.6. **PAINTING:** Repaint all wall surfaces; Refer to Tenant Wall Painting Plan, SK-4;

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.

8.8.6.1. Colors: Allow up to three colors for walls and two colors for doors, frames and trim; colors shall be selected by Tenant from manufacturer's full range of standard offerings.

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

8.8.6.3. Finish at Walls: Paint shall be (scrubbable) interior eggshell latex unless otherwise noted (see "restrooms and staff lounge" below).

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

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

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

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

Date: \_\_\_\_\_

- 9.1. Comply with AWI Section 400 for countertops.
- 9.2. Provide shop drawing(s) of all millwork for review and approval by Tenant. Provide large format drawings and details depicting all countertops, cabinets, detailing core construction, locations, support brackets, installation heights and anchoring. Provide laminate samples for color, pattern and finish selections.
- 9.3. Laminates: Manufacturer: *Wilsonart and/or Formica*.
- 9.4. Color/Textures of all millwork finishes to be selected by Tenant. Provide laminate samples for color, pattern selection.
- 9.5. Counter Tops: custom grade, square edge, high-pressure laminate (standard matte finish).
- 9.6. Cord Management System: All counters (with exception of lounge area) shall be provided with cord management grommets, with a minimum inside diameter of 2". Installation locations, quantities and type of grommet to be field determined by Tenant.
- 9.7. **Specialties at Reception Area:** Layout to be as shown on plan, to include the following:
  - 9.7.1. Bullet Resistant Transaction Windows: UL Listed Level 3 bullet resistant transaction windows. Frames shall be stainless steel and of a protection level equal to or greater than the glazing.
    - 9.7.1.1. Provide three (3) – 48" w X 42" h transaction windows with 2" thick shelf and recessed dip tray with natural voice transmission.
      - 9.7.1.1.1. Shelf shall be full width of window, minimum of 12" deep centered under the glazing and covered with black high- pressure laminate.
      - 10.7.1.1.1 Dip tray shall be 10" x 16" fabricated of 16 gauge stainless steel, #3 finish with a clear opening of 1-5/8" under the glazing.
    - 10.7.1.2 Provide one (1) – 60" w x 42" h sliding transaction window with 2" thick shelf.
      - 10.7.1.2.1 Shelf shall be full width of window, minimum of 12" deep centered under the glazing and covered with black high- pressure laminate. No Dip tray.
      - 10.7.1.2.2 The transaction shelf should be installed at a height of 34" from the finished floor. Tenant wishes to field verify installation prior to the installation of drywall.
    - 10.7.1.3 Manufacturers shall be Insulgard SV and/or Armortex.
- 10.8 **Millwork at Interview Rooms:** Provide work counters conforming to the following at all Interview Rooms.
  - 10.8.1 Landlord to provide and install one plastic laminate, square edged work counter at each interview room, the counters shall be custom grade, high-pressure laminate. Counter shall be secured directly to wall(s), 30" in depth and shall run the full width of the room (approx. 9'-0"), including a modesty panel, which shall extend to 8" above finished floor. The work counter shall be permanently affixed to the partition walls, at a work surface height of 29 1/2" from finished floor,
  - 10.8.2 Landlord shall also field coordinate and install blocking for mouse and keyboard installations (by others).
    - 10.8.2.1 Cord Management System: All laminates shall be provided with two (2) cord management grommets, with a minimum inside diameter of 2". Location and type to be field determined by Tenant.
    - 10.8.2.2 See Tenant layout for quantity and placement of work counters
    - 10.8.2.3 See also "Specialty Areas/Interview Rooms"
- 10.9 **Millwork at Staff Lounge:** Furnish and install the replacement of all existing cabinets and countertops with new base cabinets, and wall cabinets 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.
  - 10.9.1 Manufacturer: Cabinet manufacturers: Merrilat or Shrock. Model: to be selected by Tenant from manufacturer's standard product line.
  - 10.9.2 Counter heights: provide at standard height, except for the section housing the sink the height of this section (which shall be 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.
  - 10.9.3 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.

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

- 10.9.3.1 Provide outlet and space for Tenant's one (1) full size (min. 20 c.f.) refrigerators and two (2) vending machines.
- 10.9.4 Plumbing: provide and install standard double bowl stainless steel sink with lever type faucet with sprayer.
- 10.9.5 Specialties: Provide and install wall mounted paper towel dispenser and liquid soap dispensers adjacent to sink. Paper towel dispenser shall be operable with one hand; the dispensing operator height shall be no more than 48" above the floor.

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

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 a copy of their "Typical Signage" for the Landlord's use and reference in a timely manner in order to facilitate Landlord's procurement of signs.

11.9 **Manufacturer:** Tenant can make available the contact information on acceptable former suppliers.

11.10 **Sign Type:** Panel and Non-Panel

11.11 **Sign Base Material:** Plastic laminate

11.12 **Lettering:** Vinyl dye cut or dimensional lettering

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

11.14 **All interior signs shall have raised letter and Braille inscriptions**

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

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

11.17 **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."*

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

11.19 **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.

11.20 **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.

11.21 **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:**

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

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

Date: \_\_\_\_\_

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 be white 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.
  - 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, LED fixtures with dimmers are preferred.**
  - 13.7.1 **Alternatives:** Troffer Type acrylic prismatic lens, standard 2' X 4' three (3) lamp electronic ballasts, using high efficiency T-5, 3100 degree Kelvin lamps. Switching to be provided at all staff private offices and as otherwise determined by the Tenant.
- 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 **Alternative to LED: Ballast Type:** High efficiency T-8. Low power T-8 ballasts are preferred within this specification. All ballasts shall provide: <, 20% harmonic distortion; crest factor of <1.52 and a power factor >92%. **Lamp Type:** High efficiency T-5 w/ color rendering index of a minimum of 75. 3100 degree K lamps.
- 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 **Common Areas** 5 Foot-candles
  - 13.9.3 **Night Light Circuits:** Shall be provided throughout the common areas of the building and as otherwise defined by the Tenant. The minimum illumination standards at floor level, are set forth as follows:
    - 13.9.3.1 **Common Areas** 5 Foot-candles
  - 13.9.4 **Exterior Lighting:** Shall be adequate to insure safe and uniform quality lighting throughout all parking areas. The minimum illumination standards for all impervious surfaces, are set forth as follows:
    - 13.9.4.1 **Active Areas:** Pedestrian traffic and entryways- 5 Foot-candles
    - 13.9.4.2 **Building Surrounds:** Parking and roadways 3 Foot-candles
    - 13.9.4.3 **Flag pole(s):** As appropriate
    - 13.9.4.4 **Means of Egress Lighting:** Shall be provided, e.g. at all corridors, stairs, halls, toilets, outside of all exterior egress doors and stairs, and as otherwise defined and required by and in accordance with all applicable local and/or State codes, including but not limited to NFPA 101 and – ICC/IBC 2009 (International Building Code 2009 ).
- 13.10 **Emergency Power (generator):**
  - 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.

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

Date: \_\_\_\_\_

- 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 by TIA/EIA 568B category 6E data cabling specifications and certification requirements as it relates to the project's coordination of the effected trades.
- 14.8 **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 6E station cabling:** Landlord shall provide and install all CAT 6E data station cabling, said cabling shall originate in the Communications Rooms. In addition, Landlord shall provide and install two (2) floor mounted 7' high by 19" wide UL listed, two-post 6061-T6 aluminum 45U relay racks and all required 48 port patch panels with rear cable management bars, integrated vertical power strips/poles Data cabling shall be terminated on station end and patch panel ends via RJ-45 jacks, 45° exit faceplates - CAT 6E modules are to be provided at all work station and drywall locations. The color of the cable and jacks shall be "Blue". Final station cabling needs will be determined by construction document drawings. Most of these jack locations shall be shared with telephone station cabling. Typical jack location shall contain two (2) data jacks. All cabling shall be "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.
  - 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.

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

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 **Systems:** Provided by Tenant.

15.8 **Conduit:** Provided by Landlord.

15.9 **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.

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

17.12 Access Control Card Reader (previously installed): Furnish and install electrical power as required to activate access-control card reader, previously installed at top of Stair 2 for Staff Entrance to DCYF unit; interconnect to existing access-control system as required.

**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:

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

Date: \_\_\_\_\_

- 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.

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

- 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

- 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 (NRSB) or the National Environmental Health Association (NEHA) 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 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 **OPEN OFFICE AREA**: Systems Furniture provided by Tenant:
- 19.1.1 **Space Requirements**: Provide open office areas as shown on attached plan to accommodate Tenant's modular furniture panel systems workstations, each measuring approximately 6'-0" X 8'-0" (interior). Design shall provide for common file areas and shared electrical equipment space (referred to herein as Hot Boxes) at the end run of appropriate system furniture installations. Modular furniture panels, work surfaces, power and data management poles shall be provided by the Tenant.

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

- 19.1.1.1 **“Hot Boxes”**: for the purpose of this document a “Hot Box” is a counter or work area designated for shared equipment requiring electrical and data connectivity. Provide for “Hot Box” common file and equipment space (such as shared printers and copiers) at the end run of certain system furniture workstations. Size of the area shall be approximately 2’-6” deep with the width being equal to the adjoining workstations. These “Hot box” areas are incorporated into the modular furniture panel system’s space, care must be taken however to adequately provide electrical circuitry and connectivity to address the additional demands of these shared requirement areas.
- 19.1.1.2 **Electrical Requirements**: Landlord shall be required to include provisions for and connection of all electrical circuitry and junction boxes (ceiling and/or wall mounted) required for proper utilization of the furniture panel’s electrified raceway. Typical systems furniture electrical harness configuration is three circuits consisting of 4 – hot; 2 - neutrals and 2 – grounds. Weather-tight or similar protection shall be required between junction box and connection to power pole (Pole Feed - PF) or systems raceway “whips” (Base Feed – BF). System furniture standard connectivity power whip does not exceed 6’. Provide base feed (BF) on systems furniture except as noted on plan. As an estimate of required circuitry, provide one circuit per three workstations.
- 19.1.1.3 **Telephone & Data Requirements**: Landlord shall be required to include installation of Cat 6E telephone and data station cabling throughout the space, including provisions for routing of all data/telecommunications from the data room to each office and workstations as identified by the Tenant. Provide open wire cable trays in primary areas supplemented by “J” hooks as needed for routing of telecommunications in all open office areas. Telecommunications cabling shall be “home runs” (with no breaks) from each jack to the data room.
- 19.1.1.4 **Provision of Furniture Panel connectivity**: Landlord to be responsible for the hard-wire hook-up of power and data/telecommunications to all Tenant workstations to either the ceiling or wall mounted electrical junction boxes; installation responsibility shall also include the securing and anchoring of all communications and electrical poles.
- 19.2 **EXTERIOR ENTRANCES**: All exterior entrances shall be designed as to provide an interior vestibule (air lock). Said vestibule (air lock) shall be environmentally conditioned as to provide appropriate thermal comfort and shall be designed as to have negative pressure. In addition, all vestibules (air locks) shall be designed and constructed barrier free.
- 19.2.1 **Door Assembly: Aluminum and glass storefront.**
- 19.2.2 See also Doors and Hardware, requirement for automated push plate access at Public Entry Door.
- 19.2.3 See also ELECTRICAL – Night Light Circuits - The facility’s main lighting controls shall be located adjacent to the primary staff entry.
- 19.2.4 See also FINISHES – VCT or VCT-SZ.
- 19.3 **STAFF RESTROOMS**: Layout shall be as shown on Tenant’s plans, to include the following:
- 19.3.1 **Door Assembly**: solid core wood door and hollow metal frame with push plate/pull bar and hydraulic overhead door closer device.
- 19.3.2 **Toilet Partitions**: Supply and install. Materials: solid polymer plastic is preferred by Tenant, powder-coated steel, or plastic laminate partitions may be submitted for consideration; Styles: floor or floor to ceiling mounted; ADA compliant.
- 19.3.3 **Design, configuration and fixture counts**: Shall be in full compliance with all local, State and prevailing building codes as specified herein. Particular care shall be shown to the proper installation placement and height of: water closets, sinks, handrails, mirrors, partitions and privacy screens. Exposed plumbing pipes below the sink shall be insulated or otherwise shielded.  
Provide smooth, hard, nonabsorbent wall surface materials, i.e., ceramic tile, fiberglass-reinforced plastic, etc., minimum 60 inches high, on all walls within 24 inches of all toilets and urinals.
- 19.3.4 **Dispensers and receptacles**: To be supplied and installed by Landlord. Including but not limited to: toilet paper, toilet seat protectors, paper towel dispensers, coin-operated feminine hygiene products dispensers, feminine products waste receptacles, and recessed or semi recessed trash receptacles – see “standards and specialties” for trash receptacle specifications.
- 19.3.5 **Paper Towel Dispensers**: Shall be operable with the closed fist of one hand. The “Tork” hand sensor roll towel dispenser and Georgia Pacific “enMotion” automated touchless towel dispenser are preferred. Provide a minimum of one unit, or one unit per every two sink fixtures.
- 19.3.6 **Ventilation**: Minimum design criterion for establishing the exhaust fan size (in CFM): the greater of - total cubic feet of room divided by 4 or 4 air exchanges per hour. The intake register shall be ceiling mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.

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

- 19.4 **PUBLIC RESTROOMS:** To be located at the public entry area, as shown in the Tenant’s plan, to include the following:
- 19.4.1 **Door Assembly:** Solid core wood door and hollow metal frame with push plate/pull bar or privacy hardware (as deemed appropriate by floor plan) and hydraulic overhead door closer device.
- 19.4.2 **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, fiberglass-reinforced plastic, etc., minimum 60 inches high, on all walls within 24 inches of all toilets and urinals.
- 19.4.3 **Baby Changing Station:** To be provided in conformance with specification herein - see Standards and Specialties.
- 19.4.4 **Dispensers and receptacles:** To be supplied and installed by Landlord. Including but not limited to: toilet paper, toilet seat protectors, paper towel dispensers, coin-operated feminine hygiene products dispensers, feminine products waste receptacles, and recessed or semi recessed trash receptacles – see “standards and specialties” for trash receptacle specifications.
- 19.4.5 **Paper Towel Dispensers:** Shall be operable with the closed fist of one hand; Provide a minimum of one unit, or one unit per every two sink fixtures. The “Tork” hand sensor roll towel dispenser and Georgia Pacific “enMotion” automated touchless towel dispenser are preferred.
- 19.4.6 **Ventilation:** Minimum design criterion for establishing the exhaust fan size (in CFM): the greater of - total cubic feet of room divided by 4 or 4 air exchanges per hour. The intake register shall be ceiling mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.
- 19.5 **JANITORIAL ROOM:** Shall included the following
- 19.5.1 **Door Assembly:** solid core wood door and hollow metal frame with standard hardware (type: storeroom lockset).
- 19.5.2 **Sink:** A floor-type sink, such as *Florestone, Models 90/91/92 Drop Front, Terrazzo Mop Receptors*, with faucet assembly.
- 19.5.3 **Shelving:** Provide a minimum of 125 lineal feet of pre-manufactured shelving, such as *Space Maker* (vinyl coated wire construction). Installation to be field located by Tenant.
- 19.6 **PUBLIC LOBBY:** Layout to be as shown on Tenant’s plan, to include the following:
- 19.6.1 Tables, Greeter Station, TVs and Kiosk – To be provided by Tenant and as shown on plan. Provide: CAT6 and power for TVs; Data jacks for greeter station, tables and Kiosk. Detail of power and data requirements to be shown on plan.
- 19.6.2 Drinking Fountains: provide as specified in “Standards and Specialties” herein.
- 19.6.3 Door Assembly: Public Entry Doors (to lobby): Where allowed by code, a single door w/fixed sidelight is preferred. Minimum width of such door(s) shall be 3’-6”.
- 19.6.3.1 Provide and install ANSI/BHMA A156.10 and code compliant “push plate” operated doors as defined herein in Section 4 “Doors, Door assemblies and Hardware”.
- 19.7 **RECEPTIONIST AREA:** Layout to be as shown on plan, to include the following:
- 19.7.1 Type 5 walls (bullet resistant) at surrounds. Product shall be: *Insulgard - UL Level 3, NIJ Type IIIA- Fiberglass opaque armor (FG-300) or Armortex UL Level 3, bullet resistant fiberglass panels. No substitutions will be accepted.*
- 19.7.2 Electrical and tele/com – Provide a minimum of two data jacks and one dedicated circuit with one quad outlet per workspace.
- 19.7.3 Door Assemblies:
- 19.7.3.1 From Lobby: Solid core wood veneer door and hollow metal frame with standard hardware (type: storeroom lockset) and hydraulic overhead door closer device.
- 19.7.3.2 From Secure Area(s): Solid core wood veneer door and hollow metal frame with standard hardware (type: classroom lockset).
- 19.7.4 Sound Control Panels: Provide a minimum quantity of twelve (12) surface mounted acoustical panels conforming to the specifications in “Standard and Specialties” herein, mounted on walls at locations indicated.
- 19.7.5 Bullet Resistant Transaction Windows: See “Millwork/Reception Area” for specifications.
- 19.7.6 Security Alarm: See Alarm section. Provided by others.
- 19.7.7 Alarm Panel and Console Station: Provided by the Alarm contractor.

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

- 19.7.8 Security Window Intercom System: Provided by Tenant. Installation by Landlord.
  - 19.7.9 Interactive Devices and Monitors: Two (2) large screen monitors and two (2) client-interactive devices provided by Tenant. Installation by Landlord to include protective mounting, electrical outlets, wiring and circuitry provisions.
- 19.8 **FILE ROOM:** Layout as shown on plan, to include the following:
- 19.8.1 Door Assembly: Solid core wood veneer door and hollow metal frame with standard hardware (type: classroom lockset).
  - 19.8.2 Electrical and tele/com – Provide a minimum of two data jacks and one quad outlet at the File Room work counter.
    - 19.8.2.1 See “Millwork/File Room” for Work Counter specifications to be provided in this area.
- 19.9 **INTERVIEW ROOMS:** Layout to be as shown on plan, to include the following:
- 19.9.1 Type 3 “High Performance sound control” walls at all surrounds.
    - 19.9.1.1 See “Millwork Interview Room work counters” for millwork requirements – provision of a work counter at each interview room.
  - 19.9.2 Electrical and tele/com - – Provide a minimum of two data jacks – one at each end of Interview Room counter, installed on the staff side of the counter.
  - 19.9.3 Door Assemblies:
    - 19.9.3.1 Client entrance hallway to interview room door assembly: Solid core wood veneer door and hollow metal frame with narrow light vision panel (approx. 3” x 33”, bottom of glass 42” above finished floor ), with standard hardware (type: storeroom lockset), hydraulic overhead door closer device and electric strike.
    - 19.9.3.2 Staff door assembly: Solid core wood veneer door and hollow metal frame with narrow light vision panel (approx. 3” x 33”, bottom of glass 42” above finished floor ), with standard hardware (type: storeroom lockset - rev. install), hydraulic overhead door closer device and electric strike. <<controlled access point>>
  - 19.9.4 Electrical & HVAC Loads: Design capacities to support a PC, monitor and printer in each interview room. Power for PCs and printers, telephone and data
  - 19.9.5 Security Alarm: See Alarm section. Provided by Tenant.
- 19.10 **FAIR HEARING ROOM:** – Layout as shown on plan, to include the following:
- 19.10.1 Type 3 “High Performance sound control” walls at all surrounds.
  - 19.10.2 Electrical and tele/com: Provide a total of four data jacks. Also make provisions for the Tenant’s video conferencing needs with the installation of a junction box at 66” AFF, with yellow CAT6 cabling to the Data/Com Room and punched down to patch panel and marked.
  - 19.10.3 Door Assemblies:
    - 19.10.3.1 Client: Solid core wood veneer door and hollow metal frame with standard hardware (type: storeroom lockset), hydraulic overhead door closer device and electric strike.
    - 19.10.3.2 Staff: Solid core wood veneer door and hollow metal frame with narrow light vision panel (approx. 3” x 33”, bottom of glass 42” above finished floor ), with standard hardware (type: storeroom lockset - rev. install), hydraulic overhead door closer device and electric strike. <<controlled access point>>
  - 19.10.4 Sound Control Panels: Provide a minimum quantity of eight (8) surface mounted acoustical panels conforming to the specifications in “Standard and Specialties” herein, mounted on walls at locations indicated.
  - 19.10.5 Security Alarm: See Alarm section. *Provided by Tenant.*
- 19.11 **PRIVATE OFFICES:** Layout to be as shown on Tenant’s plan, to include the following:
- 19.11.1 **Electrical and tele/com:** Provide one (1) dedicated circuit with one (1) quad outlet and one (1) common circuit with three (3) duplex outlets per office. Provide two data jack locations, each with one data jack.
  - 19.11.2 Door Assembly: (See section 7)
- 19.12 **STAFF LOUNGE:** Layout to be as shown on Tenants plan, include the following:
- 19.12.1 Millwork: provide and install as specified in “Millwork/Staff Lounge” herein.
  - 19.12.2 Type 3 “High Performance sound control” walls at all surrounds.
  - 19.12.3 Door Assembly: (See section 7)
  - 19.12.4 Sound Control: Provide a minimum quantity of six (6) surface mounted acoustical panels conforming to the specifications in “Standard and Specialties” herein, mounted on walls at locations indicated.

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

- 19.12.5 Appliances: Tenant shall supply all appliances, Landlord shall provide all electrical service outlets required.
  - 19.12.6 Drinking Fountain: see "standards and specialties" herein.
  - 19.12.7 Specialties: Paper goods dispenser and soap dispensers to be supplied and maintained by the Landlord. Including but not limited to: paper towel dispenser, which are operable with one hand and a wall mounted liquid hand soap dispenser.
  - 19.12.8 Ventilation: Design criterion for establishing the exhaust fan size (in CFM): the greater of - total cubic feet of room divided by 4 or 4 air exchanges per hour. The intake register shall be ceiling mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.
- 19.13 **PUBLIC CONFERENCE ROOM:** Layout to be as shown on Tenant plan. This room shall be accessible from both the "public" and "staff" zones, measuring approximately 330 square feet. Include the following:
- 19.13.1 Type 3 "High Performance sound control" walls at all surrounds.
  - 19.13.2 Door Assemblies:
    - 19.13.2.1 Public: Solid core wood veneer door and hollow metal frame, with standard hardware (type: storeroom lockset), hydraulic overhead door closer device and electric strike.
    - 19.13.2.2 Staff: Solid core wood veneer door and hollow metal frame with narrow light vision panel (approx. 3' x 33", bottom of glass 42" above finished floor ), with standard hardware (type: storeroom lockset - rev. install), hydraulic overhead door closer device and electric strike. <<controlled access point>>
  - 19.13.3 Sound Control: Provide a minimum quantity of six (6) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein, mounted on walls at locations indicated.
- 19.14 **STAFF CONFERENCE ROOM:** Layout to be as shown on Tenant plan. Include the following:
- 19.14.1 Type 3 "High Performance sound control" walls at all surrounds.
  - 19.14.2 Door Assembly:
    - 19.14.2.1 Solid core wood veneer door and hollow metal frame, with narrow light vision panel (approx. 3' x 33", bottom of glass 42" above finished floor), with standard hardware
  - 19.14.3 Sound Control: Provide a minimum quantity of six (6) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein, mounted on walls at locations indicated.
- 19.15 **STORAGE ROOM:** Supply and Storage Room(s) Layouts to be as shown on Tenant plan, include the following:
- 19.15.1 Shelving: Provide a minimum of 5 rows of shelving from floor to ceiling (generally in layout as shown on plans) of pre-manufactured solid shelving or heavy duty standards with adjustable shelving. Installation to be field located by Tenant; provide solid wood backer panels, full height and width of shelving units, directly applied to wall framing behind gypsum board wall finish, consisting of 1/2 inch CDX Plywood securely attached to wall framing.
- 20 **PARKING AND SITE:** Landlord to provide minimum of ninety-four (94) 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 of the Landlord, including but not limited to conforming provision of: parking spaces, access aisles, curb cuts, entrances, lighting, signage and ramping. 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 Landlord.
- 20.1.1 Exterior Parking Signs: The Landlord shall provide proper designation signage at each "Accessible" parking space and access aisle. Each sign shall be supplied and installed on a metal post, mounted with the bottom edge of the sign at 60" above the ground. Each sign shall be bright blue, and bear the universal symbol of accessibility. Van Accessible spaces shall bear the additional designation of "Van Accessible". Each "access aisle" shall be clearly reserved with signs reading "no parking zone" and the asphalt paving within these aisles shall be painted with yellow diagonal lines.
  - 20.1.2 One in every six accessible parking spaces shall be configured for and designated as "Van Accessible" space. A minimum of one van accessible space shall be provided in all cases.

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

**21 ADDITIONAL ACCESSIBILITY CONDITIONS:**

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

a)

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