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

Nicholas A. Toumpas
Commissioner

Stephen J. Mosher
Chief Financial Officer

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

May 20, 2013

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

*Sole Source
Retroactive
60% General Funds
40% Federal*

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source, retroactive** amendment to the existing lease with the City of Rochester, City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867 (Vendor #177467) for continued occupation by the Rochester District Office by increasing the price limitation in the amount of \$550,500.00 to \$2,710,187.50 from \$2,159,687.50 and by extending the term for up to twenty-four months from June 30, 2013 to June 30, 2015, effective retroactive to July 1, 2013 and to end June 30, 2015. Governor and Council approved the original lease on June 22, 2005, item #317A, amendment May 21, 2008, item #82, amendment June 23, 2010, item #92, and amendment April 13, 2011, item #73. Funds are anticipated to be available in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	022-500248	Rent&Leases Other than State	\$256,500.00	\$ 0.00	\$256,500.00
SFY 2007	022-500248	Rent&Leases Other than State	\$261,000.00	\$ 0.00	\$261,000.00
SFY 2008	022-500248	Rent&Leases Other than State	\$265,937.50	\$ 0.00	\$265,937.50
SFY 2009	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2010	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2011	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2012	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2013	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2014	022-500248	Rent&Leases Other than State	\$ 0.00	\$275,250.00	\$275,250.00
SFY 2015	022-500248	Rent&Leases Other than State	\$ 0.00	\$275,250.00	\$275,250.00
Total			\$2,159,687.50	\$550,500.00	\$2,710,187.50

EXPLANATION

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services have occupied this Rochester District Office location at 150 Wakefield Street since 1995 currently housing eighty-four employees. This request is submitted as a sole source amendment because it was



May 20, 2013

Page 2

determined to be a more cost effective way to secure the necessary office space for up to twenty-four months. The amendment is retroactive as the Rochester District Office was scheduled to close on its termination date of June 30, 2013 and consolidated with the Seacoast Office, a last minute decision was made to reevaluate consolidation of the District Offices and keep the Rochester District Office open.

The amendment reflects an increase in the term of the lease for up to twenty-four months. Extending the term will allow the Department to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving this catchment area. The Department is in the process of innovating and refining the business model it employs at District Offices and will continue to evaluate and reassess the consolidation of the District Offices, based on population demographics, population segmentation, caseloads, advent of technology and other factors. The Department will need up to twenty-four (24) months to finalize the process and obtain authorization of a subsequent lease contract.

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

The lease amendment provides the same terms and conditions as the original lease. The current rate is approximately \$15.00 per square foot gross for 18,000 square feet of office space and approximately \$3.00 per square foot gross for 1,750 square feet of storage space; the amended rates remains the same for the term. The square footage remains the same at 19,750 square feet.

The original lease was competitively bid in December of 2004, during that time the Request For Proposal was published in two newspapers and as a result only one proposal was received, resulting in a renewal lease.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the Request For Proposal.

The area served by this lease is the entire Strafford County.

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

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

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner



LEASE SPECIFICS

Landlord:	City of Rochester City Hall, 31 Wakefield Street Rochester, New Hampshire 03867
Location:	150 Wakefield Street Rochester, New Hampshire 03867
Monthly Rent:	Year 1 \$22,937.50 Year 2 \$22,937.50
Square Footage:	19,750
Square Foot Rate:	Year 1 \$15.00 – Office space Year 1 \$ 3.00 – Storage space Year 2 \$15.00 – Office space Year 2 \$ 3.00 – Storage space
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing July 1, 2013 through June 30, 2015
Total Rent:	\$550,500.00



AMENDMENT

This Agreement (hereinafter called the "Amendment) is dated, MAY 6, 2013 2013 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and the City of Rochester, (hereinafter referred to as the "Landlord") with a place of business at City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 19,750 square feet of space located at 150 Wakefield Street, Rochester, New Hampshire which was first entered into on May 24, 2005, which was approved by the Governor and Executive Council on June 22, 2005, item #317A, amendment approved May 21, 2008, item #82, amendment approved June 23, 2010, item #92 and amendment approved April 13, 2011, item #73 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's review of the current availability of services to clients in this catchment area, and the finalization of their "Request for Proposal" (RFP) process which has become increasingly complex due to recent program changes effecting the Tenant's business model, therefore, long-term planning, and;

The Tenant will need up to twenty-four (24) months to review these services, respond to program changes, finalize the RFP process and obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Tenant to continue lawful payment of rent while continuing occupancy at the Premises and the Landlord is agreeable to providing such delay;

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, June 30, 2013 is hereby amended to terminate up to twenty-four (24) months thereafter, June 30, 2015. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

Initials: MA

Date: _____



4.1 Rent: The current annual rent of \$275,250.00 (18,000 square feet of office space at approximately \$15.00 per square foot and 1,750 square feet of storage space at approximately \$3.00 per square foot), will remain the same for the amended term, which shall be prorated to a monthly rent of \$22,937.50, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable July 1, 2013 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$550,500.00.

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

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

Initials: DWF
Date: MAY 06 2013



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

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

Date: May 6, 2013

By: [Signature]
Stephen J. Mosher, Chief Financial Officer

LANDLORD: City of Rochester

MAY 06 2013

Date: _____

By: [Signature]
Daniel W. Fitzpatrick, City Manager, City of Rochester

Acknowledgement: State of NH, County of Strafford.
On (date) May 6, 2013, before the undersigned officer, personally appeared Daniel W Fitzpatrick, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: [Signature]

Commission expires: Notary Public - New Hampshire
My Commission Expires January 26, 2017 Seal:

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

KELLY A. WALTERS
Notary Public - New Hampshire
My Commission Expires January 26, 2017

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

By: [Signature], Assistant Attorney General, on 11 Jun 2013.
Seanne P. Herick

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____



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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Office Space Payment</i>	<i>Storage Space Payment</i>	<i>Total Payment</i>	<i>Fiscal Year Total</i>
2014	7/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	8/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	9/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	10/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	11/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	12/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	1/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	2/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	3/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	4/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	5/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	6/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	<u>\$ 275,250.00</u>
2015	7/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	8/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	9/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	10/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	11/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	12/1/2014	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	1/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	2/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	3/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	4/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	5/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	6/1/2015	\$ 22,500.00	\$ 437.50	\$ 22,937.50	<u>\$ 275,250.00</u>
Total Rent		\$540,000.00	\$ 10,500.00		<u>\$ 550,500.00</u>

Initials: DUP
Date: MAY 06 2013

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: City of Rochester Member Number: 017-070199 - 14		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	Each Occurrence \$ 5,000,000
			General Aggregate \$
			Personal & Adv Injury \$
			Med Exp (any one person) \$
			Products -Comp/Op Agg \$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) --- Any Auto --- All Owned Autos --- Scheduled Autos --- Hired Autos --- Non-Owned Autos --- Other _____	7/1/2013	6/30/2014	Each Occurrence \$ 5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
<input type="checkbox"/> Excess Liability			Each Occurrence \$ N/A
			Aggregate \$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014	\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)			Coverage A: Statutory
			Cov. B: Each Accident \$ 2,000,000
			Disease - Each Employee \$ 2,000,000
			Disease - Policy Limit \$ 2,000,000
Description: Proof of Coverage on the Community Center Building located on 150 Wakefield Street, Rochester, NH.			

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	Additional Covered Party	Loss Payee, as his, her or its interests appear
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>		
Certificate Holder: State of New Hampshire Dept. of Health & Human Services 105 Pleasant Street Concord NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>6/12/2013</u>	Please direct inquiries to: Debra A. Lewis 603.224.7447 x3332

*Terms in quotes are defined in the Member Agreement.



CERTIFICATE OF COVERAGE

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Participating Member: City of Rochester Member Number: 017-070199 - 13	Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617
---	---

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			General Aggregate \$
			Personal & Adv Injury \$
			Med Exp (any one person) \$
			Products -Comp/Op Agg \$
			Fire Damage (each fire) \$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2012	6/30/2013	Each Occurrence \$ 5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
<input type="checkbox"/> Excess Liability			Each Occurrence \$ N/A
			Aggregate \$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013	\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers' Compensation (Coverage A) <input type="checkbox"/> Employers' Liability (Coverage B)			Coverage A: Statutory
			Cov. B: Each Accident \$ 2,000,000
			Disease - Each Employee \$ 2,000,000
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Description: Proof of Coverage on the Community Center Building located on 150 Wakefield Street, Rochester, NH.

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>		
Certificate Holder: State of New Hampshire Dept. of Health & Human Services 105 Pleasant Street Concord NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: 7/17/2012	Please direct inquiries to: Debra A. Lewis 603.224.7447 x3332

*Terms in quotes are defined in the Member Agreement.



**CERTIFICATE FOR
MUNICIPALITIES**

I, (insert name) Kelly Walters, of (insert Municipality name)
the City of Rochester, do hereby certify to the following assertions:

1. I am a duly appointed and acting Clerk/Secretary for the Municipality documented above, which is in the State of (insert name of State) New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: (insert meeting date) City charter as amended on 9/6/12

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services

_____ providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, (document the title of the official authorizing the contract, and document the name of the individual filling that position) City Manager Daniel Fitzpatrick, on behalf of this Municipality, is authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill in the appropriate names of individuals for each titled position)

Municipality Mayor: Thomas J. Jean
Municipality Clerk: Kelly Walters
Municipality Treasurer: Blaine Cox

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) May 14, 2013

Clerk/Secretary (signature) Kelly Walters
In the State and County of: (State and County names) New Hampshire, Strafford

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: NEW Hampshire, COUNTY OF: Strafford UPON THIS DATE (insert full date) May 14, 2013, appeared before me (print full name of notary) Marcia H. Roddy, the undersigned officer personally appeared (insert officer's name) _____

Kelly Walters
who acknowledged him/herself to be (insert title, and the name of municipality) City Clerk, City of Rochester and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission)

Marcia H. Roddy

Search Results

Current Search Terms: City* of rochester* New* hampshire*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.970.20130522-1640

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



4/13/2011

#73



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

COPY

Nicholas A. Toumpas
Commissioner

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

James P. Fredyma
Controller

March 2, 2011

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

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS) to enter into a sole source amendment to the existing lease with the City of Rochester, City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867 (Vendor #177467) for continued occupation by the Rochester District Office by increasing the price limitation in the amount of \$550,500.00 to \$2,159,687.50 from \$1,609,187.50 and by extending the term for up to twenty-four months from June 30, 2011 to June 30, 2013, effective July 1, 2011 or upon Governor and Council approval, whichever is later, through June 30, 2013. Governor and Council approved the original lease on June 22, 2005, item #317A, amendment on May 21, 2008, item #82, and amendment on June 23, 2010, item #92. Funds are anticipated to be available in SFY 2012 and SFY 2013 upon the availability and continued appropriation of funds in the future operating budgets.

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

Table with 6 columns: Fiscal Year, Class/Object, Class Title, Current Modified Budget, Increase (Decrease) Amount, Revised Modified Budget. Rows include SFY 2006 through SFY 2013 and a Total row.

EXPLANATION

The Department of Health and Human Services (DHHS), Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services, Bureau of Elderly and Adult Services and Division for Juvenile Justice Services have occupied this Rochester District Office location at 150 Wakefield Street since 1995 currently housing eighty-four employees. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for up to twenty-

four months. This amendment also provides an early termination clause that allows the Department the right of "early termination" of the term, after the initial twelve (12) months of the term has passed. The Department may exercise the option by delivering written notification to Landlord 60 days in advance of the desired termination date.

The amendment reflects an increase in the term of the lease for up to twenty-four months. Extending the term will allow the DHHS to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Rochester District Office catchment area. The DHHS is in the process of innovating and refining the business model it employs at District Offices. The Department will need up to twenty-four (24) months to finalize the process and obtain authorization of any subsequent lease contract.

The lease is structured to be payable as a full gross lease inclusive of heat, electricity, real estate taxes, janitorial services and common area maintenance. The lease amendment provides the same terms and conditions as the original lease. The current rate is 18,000 square feet of office space at approximately \$15.00 per square foot gross and 1,750 square feet of storage space at approximately \$3.00 per square foot gross; the amended rate remains the same for the term. The square footage remains the same at 19,750 square feet.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the New Hampshire Union Leader and the Foster Daily Democrat on December 9, 10, and 16, 2004. In addition, the current Landlord, Rochester area real estate agencies, the Commercial Investment Board of Realtors, and others were sent a copy of the advertisement. Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the State's WEB page and also the Department's WEB page for broadened exposure. The City of Rochester provided the only response to the RFP. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the RFP.

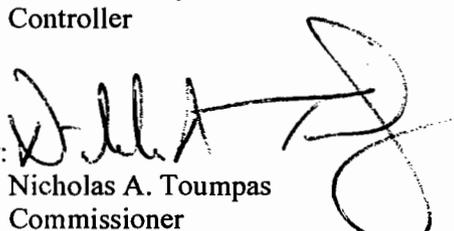
The area served by this lease is the entire Strafford County.

Funding for this request is General Funds 60.5%, Federal Funds 39.5% by cost allocation across benefiting programs.

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

Respectfully submitted,


James P. Fredyma
Controller

Approved by: 
Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

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Monthly Rent:	Year 1 \$22,937.50 Year 2 \$22,937.50
Square Footage:	19,750
Square Foot Rate:	Year 1 \$15.00 – Office space Year 1 \$ 3.00 – Storage space Year 2 \$15.00 – Office space Year 2 \$ 3.00 – Storage space
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing July 1, 2011 through June 30, 2013
Total Rent:	\$550,500.00

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, 3/1/2011, 2011 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and the City of Rochester, (hereinafter referred to as the "Landlord") with a place of business at City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 19,750 square feet of space located at 150 Wakefield Street, Rochester, New Hampshire which was first entered into on May 24, 2005, which was approved by the Governor and Executive Council on June 22, 2005, item #317A, an amendment approved May 21, 2008, item #82 and amendment approved June 23, 2010, item #92 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their "Request for Proposal" (RFP) process which has become increasingly complex due to certain recent program changes effecting the Tenant's business model, therefore, long-term planning, and;

The Tenant will need up to twenty-four (24) months to respond to these changes, to finalize the RFP process and to obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Tenant to continue lawful payment of rent while continuing occupancy at the Premises and the Landlord is agreeable to providing such delay;

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, June 30, 2011 is hereby amended to terminate up to twenty-four (24) months thereafter, June 30, 2013. Tenant shall have the right of "early termination" of the term, after the initial twelve (12) months of the term have passed. Tenant may exercise their option for "early termination" by delivering to Landlord, 60 days in advance of their desired termination date, written notification at the address above. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

initial 

4.1 Rent: The current annual rent of \$275,250.00 (18,000 square feet of office space at approximately \$15.00 per square foot and 1,750 square feet of storage space at approximately \$3.00 per square foot), will remain the same for the amended term, which shall be prorated to a monthly rent of \$22,937.50, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable July 1, 2011 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$550,500.00.

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

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

RWS
initial

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

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

Date: 2/3/11

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

LANDLORD: City of Rochester

Date: 3/1/2011

By Robert D. Steele
Robert D. Steele, City Manager, City of Rochester

Acknowledgement: State of New Hampshire County of Strafford
On (date) 3/1/2011, before the undersigned officer, personally appeared Robert D. Steele, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: Sheryl L. Eisenberg

Commission expires: Sheryl L. Eisenberg, Notary Public
My Commission Expires April 4, 2012 Seal:

Name and title of Notary Public or Justice of the Peace (please print):
Sheryl L. Eisenberg

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

By: Jeanne P. Herrick, Assistant Attorney General, on March 25, 2011

Approval by the New Hampshire Governor and Executive Council:

By: [Signature], on APR 13 2011

DEPUTY SECRETARY OF STATE

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

<u>State Fiscal Year</u>	<u>Month</u>	<u>Office Space Payment</u>	<u>Storage Space Payment</u>	<u>Total Payment</u>	<u>Fiscal Year Total</u>
2012	7/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	8/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	9/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	10/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	11/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	12/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	1/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	2/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	3/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	4/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	5/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	6/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	<u>\$ 275,250.00</u>
2013	7/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	8/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	9/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	10/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	11/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	12/1/2012	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	1/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	2/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	3/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	4/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	5/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	6/1/2013	\$ 22,500.00	\$ 437.50	\$ 22,937.50	<u>\$ 275,250.00</u>
Total Rent		\$ 540,000.00	\$ 10,500.00	<u>\$ 550,500.00</u>	\$ 550,500.00

initial *KQJ*

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: City of Rochester Member Number: 017-070199 - 11		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2010	6/30/2011	Each Occurrence \$ 5,000,000
			General Aggregate \$
			Personal & Adv Injury \$
			Med Exp (any one person) \$
			Products -Comp/Op Agg \$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2010	6/30/2011	Each Occurrence \$ 5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
			Excess Liability
			Aggregate \$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2010	6/30/2011	\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			Coverage A: Statutory
			Cov. B: Each Accident \$ 2,000,000
			Disease - Each Employee \$ 2,000,000
			Disease - Policy Limit \$ 2,000,000
Description: Proof of Coverage on the Community Center Building located on 150 Wakefield Street, Rochester, NH.			

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear		
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>		
Certificate Holder: State of New Hampshire Dept. of Health & Human Services 105 Pleasant Street Concord NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>6/9/2010</u>	Please direct inquiries to: Debra A. Lewis 608 224.7447 x305

*Terms in quotes are defined in the Member Agreement.

CERTIFICATE FOR MUNICIPALITIES

I, (insert name) Sheryl L. Eisenberg, of (insert Municipality name) the City of Rochester, Do hereby certify to the following assertions:

- 1. I am a duly appointed and acting Clerk/Secretary for the Municipality documented above, which is in the State of (insert name of State) New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: (insert meeting date) City Charter as amended on 9/14/2004

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services

providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, (document the title of the official authorizing the contract, and document the name of the individual filling that position) City Manager Bob D. Steele, on behalf of this Municipality, is authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

- 5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill in the appropriate names of individuals for each titled position)
Municipality Mayor: Thomas J. Jean
Municipality Clerk: Sheryl L. Eisenberg
Municipality Treasurer: Blaine Cox

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) March 1, 2011

Clerk/Secretary (signature) Sheryl L. Eisenberg
In the State and County of: (State and County names) Strafford, New Hampshire

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: NH
3/1/2011, COUNTY OF: Strafford UPON THIS DATE (insert full date) 3/1/2011

, appeared before me (print full name of notary) Kelly A. Walters
the undersigned officer personally appeared (insert officer's name) Robert D. Steele
who acknowledged him/herself to be (insert title, and the name of municipality) City manager and that being authorized to

do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission)
Kelly A. Walters

EPLS

Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : City of Rochester
as of 15-Feb-2011 9:48 AM EST**

Your search returned no results.



6/23/10
#92

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

COPY

Nicholas A. Toumpas
Commissioner

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

James P. Fredyma
Controller

May 28, 2010

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

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS) to amend the existing lease with the City of Rochester, City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867 (Vendor #177467) for continued occupation by the Rochester District Office by increasing the price limitation in the amount of \$275,250.00 to \$1,609,187.50 from \$1,333,937.50 and by extending the term for up to twelve months from June 30, 2010 to June 30, 2011, which changes the lease to a sole source lease, effective July 1, 2010 or upon Governor and Executive Council approval, whichever comes first. Governor and Council approved the original lease on June 22, 2005, item #317A, and amendment on May 21, 2008, item #82. Funds are available in the following account for SFY 2011.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	022-500248	Rent&Leases Other than State	\$256,500.00	\$ 0.00	\$256,500.00
SFY 2007	022-500248	Rent&Leases Other than State	\$261,000.00	\$ 0.00	\$261,000.00
SFY 2008	022-500248	Rent&Leases Other than State	\$265,937.50	\$ 0.00	\$265,937.50
SFY 2009	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2010	022-500248	Rent&Leases Other than State	\$275,250.00	\$ 0.00	\$275,250.00
SFY 2011	022-500248	Rent&Leases Other than State	\$ 0.00	\$275,250.00	\$275,250.00
Total			\$1,333,937.50	\$275,250.00	\$1,609,187.50

EXPLANATION

The Department of Health and Human Services (DHHS), Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services, Bureau of Elderly and Adult Services and Division for Juvenile Justice Services have occupied this Rochester District Office location at 150 Wakefield Street since 1995 currently housing eighty-four employees.

The amendment reflects an increase in the term of the lease for up to twelve months. Extending the term will allow the DHHS to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Rochester District Office catchment area. The DHHS is in the process of innovating and refining the business model it employs at District Offices. The Department will need up to twelve (12) months to finalize the process and obtain authorization of any subsequent lease contract.

The lease is structured to be payable as a full gross lease inclusive of heat, electricity, real estate taxes, janitorial services and common area maintenance. The lease amendment provides the same terms and conditions as the original lease. The current rate is 18,000 square feet of office space at approximately \$15.00 per square foot gross and 1,750 square feet of storage space at approximately \$3.00 per square foot gross; the amended rate remains the same for the term. The square footage remains the same at 19,750 square feet.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the New Hampshire Union Leader and the Foster Daily Democrat on December 9, 10 and 16, 2004. In addition, the current Landlord, Rochester area real estate agencies, the Commercial Investment Board of Realtors, and others were sent a copy of the advertisement. Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the State's WEB page and also the Department's WEB page for broadened exposure. The City of Rochester provided the only response to the RFP. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the RFP.

The area serviced by this lease is the entire Strafford County.

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

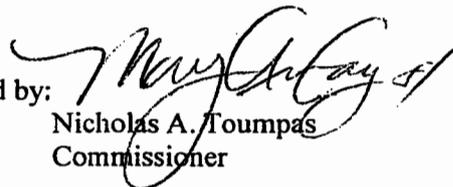
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



James P. Fredyma
Controller

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	City of Rochester City Hall, 31 Wakefield Street Rochester, New Hampshire 03867
Location:	150 Wakefield Street Rochester, New Hampshire 03867
Monthly Rent:	\$22,937.50
Square Footage:	19,750
Square Foot Rate:	\$15.00 – Office space \$3.00 – Storage space
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing July 1, 2010 through June 30, 2011
Total Rent:	\$275,250.00

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, 5/19/, 2010 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and the City of Rochester, (hereinafter referred to as the "Landlord") with a place of business at City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), first entered into on May 24, 2005, which was approved by the Governor and Executive Council on June 22, 2005, item #317A, an amendment approved May 21, 2008, item #82 and the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their "Request for Proposal" (RFP) process which has become increasingly complex due to certain recent program changes effecting the Tenant's business model, therefore, long-term planning, and;

The Tenant will need up to twelve (12) months to respond to these changes, to finalize the RFP process and to obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Tenant to continue lawful payment of rent while continuing occupancy at the Premises and the Landlord is agreeable to providing such delay;

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

Amendment of Agreement:

3.1 Term: The expiration date of the current agreement, June 30, 2010 is hereby amended to terminate twelve (12) months thereafter, June 30, 2011. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

4.1 Rent: The current annual rent of \$275,250.00 (18,000 square feet of office space at approximately \$15.00 per square foot and 1,750 square feet of storage space at approximately \$3.00 per square foot), will remain the same for the amended term, which shall be prorated to a monthly rent of \$22,937.50, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable July 1, 2010 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$275,250.00.

initial 

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

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

initial

A handwritten signature or set of initials, possibly 'JS', written in black ink. The signature is stylized and appears to be a cursive or semi-cursive script.

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

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

Date: 6/1/10

By [Signature]
David S. Clapp, Bureau Chief, BFAM

LANDLORD: City of Rochester

Date: 5-19-10

By [Signature]
John Scruton, City Manager, City of Rochester

Acknowledgement: State of New Hampshire, County of Strafford.
On (date) May 19, 2010, before the undersigned officer, personally appeared
John Scruton, who satisfactorily proved to be the person identified above as the
owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: [Signature]

Commission expires: Aug. 31, 2010



Name and title of Notary Public or Justice of the Peace
Marcia H. Roddy

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

By: [Signature], Attorney, Assistant Attorney General, on 6/8/10
Rebecca L. Woodard

Approval by the New Hampshire Governor and Executive Council:

By: [Signature], on JUN 23 2010

DEPUTY SECRETARY OF STATE

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Original Payment</i>	<i>Additional Space Payment</i>	<i>Total Payment</i>	<i>Fiscal Year Total</i>
2011	7/1/2010	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	8/1/2010	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	9/1/2010	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	10/1/2010	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	11/1/2010	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	12/1/2010	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	1/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	2/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	3/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	4/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	5/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	6/1/2011	\$ 22,500.00	\$ 437.50	\$ 22,937.50	<u>\$ 275,250.00</u>
<i>Total Rent</i>		\$ 270,000.00	\$ 5,250.00	<u>\$ 275,250.00</u>	

CERTIFICATE FOR MUNICIPALITIES

I, (insert name) Sheryl L. Eisenberg, of (insert Municipality name) the City of Rochester, Do hereby certify to the following assertions:

1. I am a duly appointed and acting Clerk/Secretary for the Municipality documented above, which is in the State of (insert name of State) New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: (insert meeting date) City Charter as amended on Sept. 14, 2004

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services

_____ providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, (document the title of the official authorizing the contract, and document the name of the individual filling that position) City Manager

John Scruton, on behalf of this Municipality, is authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill in the appropriate names of individuals for each titled position)

Municipality Mayor: Thomas J. Jean
 Municipality Clerk: Sheryl L. Eisenberg
 Municipality Treasurer: Roland Connors

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) May 20, 2010

Clerk/Secretary (signature) Sheryl L. Eisenberg
In the State and County of: (State and County names) Strafford, New Hampshire

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire, COUNTY OF: Strafford UPON THIS DATE (insert full date) 5/20/10, appeared before me (print full name of notary) Kelly A. Walters, the undersigned officer personally appeared (insert officer's name) John Scruton

who acknowledged him/herself to be (insert title, and the name of municipality) City Manager for the City of Rochester and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission)
Kelly A. Walters

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: City of Rochester Member Number: 017-070199 - 10		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
Coverage (Occurrence basis only)	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2009	6/30/2010	Each Occurrence \$ 5,000,000 General Aggregate \$ Personal & Adv Injury \$ Med Exp (any one person) \$ Products - Comp/Qp Agg \$ Fire Damage (each fire) \$ Each Occurrence \$ 5,000,000
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other	7/1/2009	6/30/2010	Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage (per accident) \$
<input type="checkbox"/> Excess Liability			Each Occurrence \$ N/A Aggregate \$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2009	6/30/2010	\$ Per scheduled limits and Member Agreement Statutory
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			Coverage A: Statutory Cov. B: Each Accident \$ 2,000,000 Disease - Each Employee \$ 2,000,000 Disease - Policy Limit \$ 2,000,000
Description: Proof of Coverage on the Community Center Building located on 150 Wakefield Street, Rochester, NH.			

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party		<input type="checkbox"/> Loss Payee, as his, her or its interests appear	
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.			
Certificate Holder: State of New Hampshire Dept. of Health & Human Services 105 Pleasant Street-Attn: Leon Smith Concord NH 03301		Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: 5/18/2010	Please direct inquiries to: Debra A. Lewis 603.224.7447 x305

*Terms in quotes are defined in the Member Agreement.

EPLS

Excluded Parties List System

**Search Results Excluded By
Exact Name : City of Rochester
as of 04-May-2010 4:15 PM EDT**

Your search returned no results.



DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS

#82

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

COPY

Nicholas A. Toumpas
Commissioner

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

James P. Fredyma
Controller

April 8, 2008

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to amend the existing lease for additional supply/storage space with the City of Rochester, City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867 (Vendor # 20158), by increasing the lease in the amount of \$10,937.50 to \$1,333,937.50 from \$1,323,000.00, effective June 1, 2008. Governor and Council approved the original lease on June 22, 2005, item #317A. Funds are available in the following account for SFY 2008 and SFY 2009 and are anticipated to be available in SFY 2010 upon the availability and continued appropriation of funds in the future operating budgets.

Account 010-095-5685-022-0248

Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	\$256,500.00	\$ 0.00	\$256,500.00
SFY 2007	\$261,000.00	\$ 0.00	\$261,000.00
SFY 2008	\$265,500.00	-\$ 437.50	\$265,937.50
SFY 2009	\$270,000.00	\$ 5,250.00	\$275,250.00
SFY 2010	<u>\$270,000.00</u>	<u>\$ 5,250.00</u>	<u>\$275,250.00</u>
Total	\$1,323,000.00	\$10,937.50	\$1,333,937.50

EXPLANATION

The Department of Health and Human Services (DHHS), Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services have occupied this location since 1995, currently housing eighty-one employees.

The amendment is requested to increase space for the District Office to accommodate for the expansion of the file room. The current file room is inadequate for current file storage. The relocation of the supply/storage room will allow the District Office to increase the capacity for an additional 20 file cabinets. Currently files are located in boxes on the floor and on the top of the

April 8, 2008

Page 2

existing file cabinets. The additional space will allow for the relocation of the supply/storage room, therefore, allowing for the expansion of the existing file room to accommodate the 20 additional files needed to house the current filing needs.

The Landlord will provide improvements to the new supply/storage space at no cost to the Department. The improvements include painting of the walls in the color to match the existing office space, new carpet in the space and the repair/replacement of broken/damaged and missing ceiling tiles as necessary.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$14.75 per square foot gross; the new space is fixed for the remaining term of the lease at \$3.00 per square foot gross. The lower rate is due to the usage designated to supply and/or storage and not for office space. The amendment increases the square footage by 1,750 square feet for a total square footage of 19,750 square feet. The current requirement for calculating square footage needed for a district office is based on a factor of approximately 250 square feet per person. Inclusive of the additional space, the square footage for the District Office equates to approximately 243 square feet per person, which remains below the current requirements for a district office.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the Manchester Union Leader/NH Sunday News and the Foster Daily Democrat in December 2004. The Commercial Investment Board of Realtors and interested property owners were also notified by direct mail. The RFP was posted on the Department of Administrative Services and DHHS web sites. The City of Rochester was the only viable respondent to the solicitation, therefore, the selected landlord.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment.

The area serviced by the Rochester District Office is Strafford County.

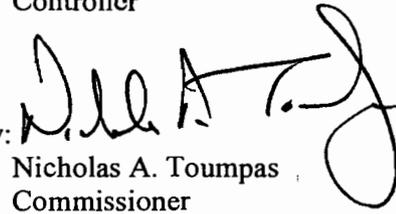
Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

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

Respectfully submitted,


James P. Fredyma
Controller

Approved by:


Nicholas A. Toumpas
Commissioner

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, March 21, 2008 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the Tenant) and the City of Rochester (hereinafter referred to as the "Landlord") with a place of business at 31 Wakefield Street, Rochester, New Hampshire 03867.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), first entered into on May 24, 2005, which was approved by the Governor and Executive Council on June 22, 2005, item #317A the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are in agreement that the Tenant will lease an additional 1,750 useable square feet, contiguous to the Tenant's existing space. The additional space to be used as supply/storage space only, reflecting the rate of \$3.00 per square foot. Landlord agrees to paint the walls the color to match existing office space, Landlord to provide new flooring, either VCT or Carpet, at the discretion of Landlord; Landlord to repair/replace broken/damaged and missing ceiling tiles as necessary; and

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

Amendment of Agreement:

2. Demise of the Premises: The demise of the premises' current 18,000 square feet is hereby amended to increase the square footage by adding 1,750 square feet for a total square footage of 19,750 square feet.

4.1 Rent: The current annual rent will be increased by \$5,250.00 (approximately \$3.00 per square foot) this shall be prorated to a monthly addition to rent of \$437.50, this equates to a total monthly rent of \$22,562.50. The first monthly installment shall be due and payable June 1, 2008. The monthly rent shall continue to be paid on the 1st day of each month in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$1,333,937.50.



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

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



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

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

Date: 4/9/08

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

LANDLORD: City of Rochester

Date: 3-21-08

By John Scruton
(Authorized Signature) John Scruton, City Manager

Acknowledgement: State of New Hampshire, County of Stafford

On (date) 3/21/08, before the undersigned officer, personally appeared John Scruton, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: Sheryl L. Eisenberg

Commission expires: April 4, 2012 Seal:

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

Sheryl L. Eisenberg, Notary Public.

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

By: [Signature], Assistant Attorney General, on 5/1/08

Approval by the New Hampshire Governor and Executive Council:

By: [Signature], on MAY 21 2008

DEPUTY SECRETARY OF STATE

EXHIBIT A

The Demise of Premises for the Tenant (Department of Health and Human Services) shall be a total of 19,750 useable square feet of space, inclusive of an additional 1,750 square feet, as shown on the attached plan titled: "Exhibit A1, Demise of Premises – Floor Plan".



EXHIBIT A1

DEMISE OF PREMISES - FLOOR PLAN

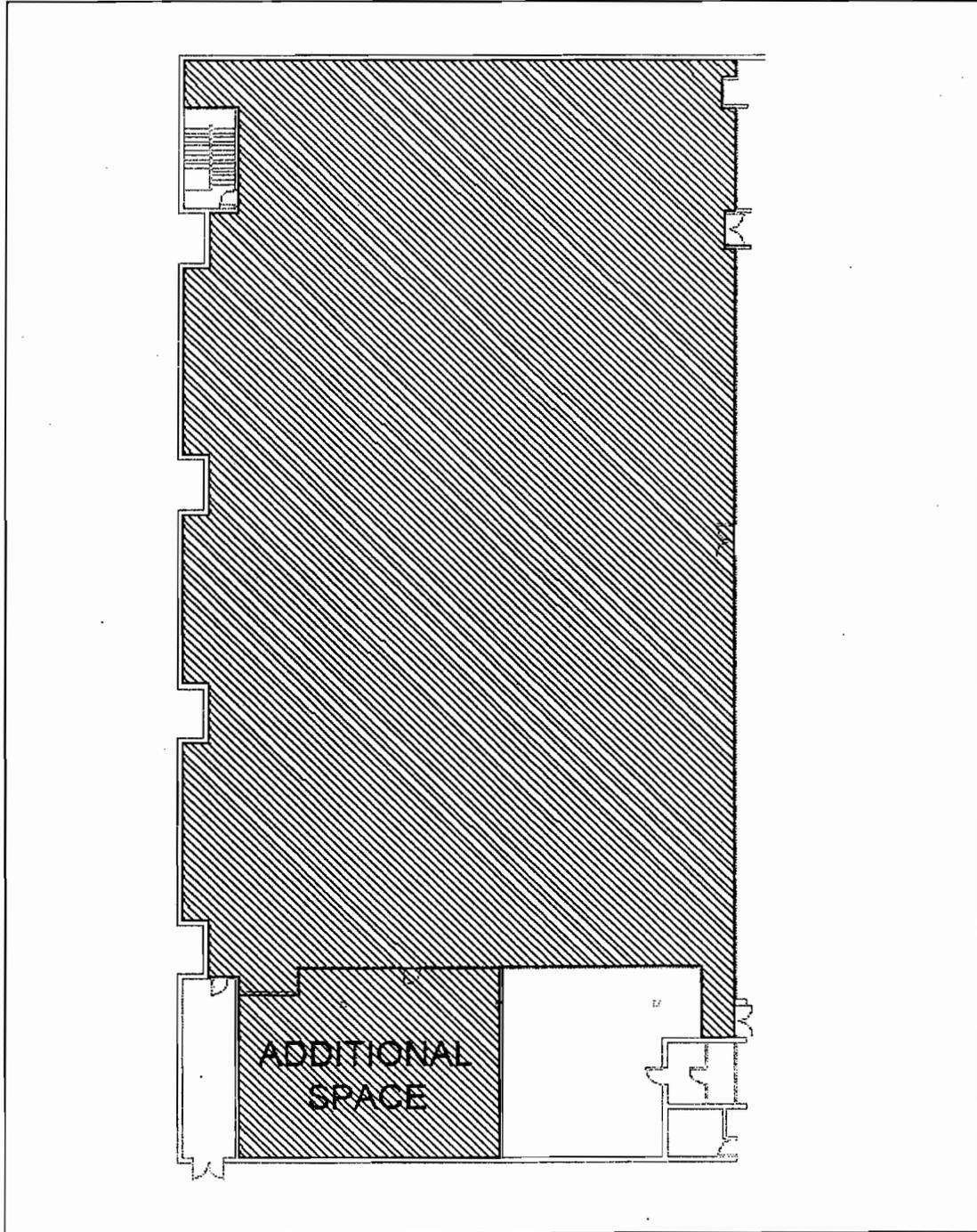


EXHIBIT B

RENTAL SCHEDULE

The Premises are comprised of approximately 19,750 square feet of space (as set forth in "Section 2" and "Exhibit A" herein) this figure is used to calculate the "square foot cost" of the Premises as set forth below.

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

<u>Term</u>	<u>Dates</u>	<u>Approximate Cost Per Square Foot</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
Year 1	7/01/05 – 6/30/06	\$14.25	\$21,375.00	\$256,500.00
Year 2	7/01/06 – 6/30/07	\$14.50	\$21,750.00	\$261,000.00
Year 3	7/01/07 – 6/30/08	\$14.75	\$22,125.00	\$265,500.00
Amendment - additional cost		\$ 3.00	\$ 437.50	\$ 437.50
Total Year 3				\$265,937.50
Year 4	7/01/08 – 6/30/09	\$15.00	\$22,500.00	\$270,000.00
Amendment - additional cost		\$ 3.00	\$ 437.50	\$ 5,250.00
Total Year 4				\$275,250.00
Year 5	7/01/09 – 6/30/10	\$15.00	\$22,500.00	\$270,000.00
Amendment - additional cost		\$ 3.00	\$ 437.50	\$ 5,250.00
Total Year 5				\$275,250.00

Total five-year term: \$1,333,937.50



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

<u>State Fiscal Year</u>	<u>Month</u>	<u>Original Payment</u>	<u>Additional Space Payment</u>	<u>Total Payment</u>	<u>Fiscal Year Total</u>
2006	7/1/2005	\$ 21,375.00			
	8/1/2005	\$ 21,375.00			
	9/1/2005	\$ 21,375.00			
	10/1/2005	\$ 21,375.00			
	11/1/2005	\$ 21,375.00			
	12/1/2005	\$ 21,375.00			
	1/1/2006	\$ 21,375.00			
	2/1/2006	\$ 21,375.00			
	3/1/2006	\$ 21,375.00			
	4/1/2006	\$ 21,375.00			
	5/1/2006	\$ 21,375.00			
	6/1/2006	\$ 21,375.00			\$ 256,500.00
2007	7/1/2006	\$ 21,750.00			
	8/1/2006	\$ 21,750.00			
	9/1/2006	\$ 21,750.00			
	10/1/2006	\$ 21,750.00			
	11/1/2006	\$ 21,750.00			
	12/1/2006	\$ 21,750.00			
	1/1/2007	\$ 21,750.00			
	2/1/2007	\$ 21,750.00			
	3/1/2007	\$ 21,750.00			
	4/1/2007	\$ 21,750.00			
	5/1/2007	\$ 21,750.00			
	6/1/2007	\$ 21,750.00			\$ 261,000.00
2008	7/1/2007	\$ 22,125.00			
	8/1/2007	\$ 22,125.00			
	9/1/2007	\$ 22,125.00			
	10/1/2007	\$ 22,125.00			
	11/1/2007	\$ 22,125.00			
	12/1/2007	\$ 22,125.00			
	1/1/2008	\$ 22,125.00			
	2/1/2008	\$ 22,125.00			
	3/1/2008	\$ 22,125.00			
	4/1/2008	\$ 22,125.00			
	5/1/2008	\$ 22,125.00			
	6/1/2008	\$ 22,125.00	\$ 437.50	\$ 22,562.50	\$ 265,937.50
2009	7/1/2008	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	8/1/2008	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	9/1/2008	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	10/1/2008	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	11/1/2008	\$ 22,500.00	\$ 437.50	\$ 22,937.50	
	12/1/2008	\$ 22,500.00	\$ 437.50	\$ 22,937.50	



	1/1/2009	\$ 22,500.00	\$	437.50	\$	22,937.50	
	2/1/2009	\$ 22,500.00	\$	437.50	\$	22,937.50	
	3/1/2009	\$ 22,500.00	\$	437.50	\$	22,937.50	
	4/1/2009	\$ 22,500.00	\$	437.50	\$	22,937.50	
	5/1/2009	\$ 22,500.00	\$	437.50	\$	22,937.50	
	6/1/2009	\$ 22,500.00	\$	437.50	\$	22,937.50	\$ 275,250.00
2010	7/1/2009	\$ 22,500.00	\$	437.50	\$	22,937.50	
	8/1/2009	\$ 22,500.00	\$	437.50	\$	22,937.50	
	9/1/2009	\$ 22,500.00	\$	437.50	\$	22,937.50	
	10/1/2009	\$ 22,500.00	\$	437.50	\$	22,937.50	
	11/1/2009	\$ 22,500.00	\$	437.50	\$	22,937.50	
	12/1/2009	\$ 22,500.00	\$	437.50	\$	22,937.50	
	1/1/2010	\$ 22,500.00	\$	437.50	\$	22,937.50	
	2/1/2010	\$ 22,500.00	\$	437.50	\$	22,937.50	
	3/1/2010	\$ 22,500.00	\$	437.50	\$	22,937.50	
	4/1/2010	\$ 22,500.00	\$	437.50	\$	22,937.50	
	5/1/2010	\$ 22,500.00	\$	437.50	\$	22,937.50	
	6/1/2010	\$ 22,500.00	\$	437.50	\$	22,937.50	\$ 275,250.00
<i>Total Rent</i>		\$1,323,000.00	\$	10,937.50	\$	1,333,937.50	<u>\$ 1,333,937.50</u>



RECEIVED

APR 4 2008

FINANCE OFFICE
City of Rochester

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: City of Rochester Member Number: 017-070199 - 08		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
Coverage (Occurrence Basis Only)	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limit (Subject to applicable MFLS limit per limit)
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2007	6/30/2008	Each Occurrence \$ 2,000,000 General Aggregate \$ Personal & Adv Injury \$ Med Exp (anyone person) \$ Products -Comp/Op Agg \$ Fire Damage (each fire) \$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2007	6/30/2008	Each Occurrence \$ 2,000,000 Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage (per accident) \$
<input checked="" type="checkbox"/> Excess Liability	7/1/2007	6/30/2008	Each Occurrence \$ Aggregate \$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2007	6/30/2008	\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			Coverage A: Statutory Cov. B: Each Accident \$ 1,000,000 Disease - Each Employee \$ 1,000,000 Disease - Policy Limit \$ 1,000,000
Description: Proof of Coverage on the Community Center Building located on 150 Wakefield Street, Rochester, NH.			

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party		<input type="checkbox"/> Loss Payee, as his, her or its interests appear	
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.			
Certificate Holder: State of New Hampshire Dept. of Health & Human Services 129 Pleasant Street-Attn: Leon Smith Concord NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>4/3/2008</u>	Please direct inquiries to: Debra A. Lewis 603.224.7447 x305	

*Terms in quotes are defined in the Member Agreement.

CERTIFICATE FOR MUNICIPALITIES

I, (insert name) Sheryl L. Eisenberg, of (insert Municipality name) Rochester, N.H., Do hereby certify to the following assertions:

- 1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of (insert name of State) New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: (insert meeting date) City Charter 9-14-04

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the City Charter - Section 14 "Powers of City Manager" providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, (document the title of the official authorizing the contract, and document the name of the individual filling that position) John Scruton

, on behalf of this Municipality, is authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

- 5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill in the appropriate names of individuals for each titled position)

Municipality Mayor: John Larochelle
Municipality Clerk: Sheryl L. Eisenberg
Municipality Treasurer: Brian LeBrun

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) March 26, 2008
Clerk/Secretary (signature) Sheryl L. Eisenberg, City Clerk of Rochester, NH
In the State and County of: (State and County names) State of New Hampshire
Stafford County

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire, COUNTY OF: Stafford UPON THIS DATE (insert full date) March 26, 2008, appeared before me (print full name of notary) Karen L Grenier, the undersigned officer personally appeared (insert officer's name) John Scruton,

who acknowledged him/herself to be (insert title, and the name of municipality) City Manager City of Rochester, NH and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission)
Karen L Grenier
KAREN L. GRENIER
Justice of the Peace - New Hampshire
My Commission Expires May 2, 2012

EPLS

Excluded Parties List System



Search - Current Exclusions

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

View Cause and Treatment Code Descriptions

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

Agency & Acronym Information

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

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- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : City of Rochester
 As of 09-Apr-2008 1:46 PM EDT
 Save to MyEPLS

Your search returned no results.

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Resources

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

Reports

- > Advanced Reports
- > Recent Updates

Archive Search - Past Exclusions

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

Contact Information

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



6/22/05
317A

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

COPY

John A. Stephen
Commissioner

James P. Fredyma
Controller

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

May 25, 2005

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a lease renewal agreement with the City of Rochester, City Hall, 31 Wakefield Street, Rochester, New Hampshire 03867, (Vendor #21058) in the amount of \$1,323,000.00, commencing July 1, 2005 or upon Governor and Executive Council approval, whichever is later, and to end sixty months thereafter on June 30, 2010. Funds are available in the following account.

Account 010-095-5685-022-0248

SFY 2006	\$ 256,500.00
SFY 2007	\$ 261,000.00
SFY 2008	\$ 265,500.00
SFY 2009	\$ 270,000.00
SFY 2010	<u>\$ 270,000.00</u>
Total	\$1,323,000.00

EXPLANATION

The purpose of this request is to enter into a lease renewal agreement with the City of Rochester. The Department has occupied its current lease space at 150 Wakefield Street since 1995 currently housing eighty-four employees, inclusive of the Division of Family Assistance, Division for Children Youth and Families, Office of Child Support and the Bureau of Elderly and Adult Services.

In December 2004, a space search was conducted through newspaper advertisements in the Manchester Union Leader/NH Sunday News and the Foster Daily Democrat (see attached ADVERTISING SCHEDULE). In addition, the current Lessor, Rochester area real estate agencies, the Commercial Investment Board of Realtors and others were sent a copy of the advertisement. Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the WEB page and also the Department's WEB page for broadened exposure.

The space search produced three letters of intent consisting of: the City of Rochester, the existing Landlord; Borovick Retirement Trust with 5 acres of useable land within a commercial/industrial park in Rochester, at 22 Nadeau Drive; and CB Richard Ellis, representing Rochester Industrial Real Estate, LLC, with property located at 36 Industrial Way in Rochester.

Following the receipt of the letters of intent, the Department met with each of the proposers to detail the needs of the Department and the process involved, inclusive of review of the standard state lease. Of the three letters of intent, Borovick Retirement Trust withdrew their name from the list of interested parties. Borovick Retirement stated that following a thorough review of the Department's specifications contained within the Request for Proposal, they would not be able to provide a completed facility ready for occupancy within the timeframe required.

CB Richard Ellis decided to pass on pursuing the RFP, stating that the owner had concerns with the use and the expense that is required to build the space specified and the fact that the State could terminate with a 30-day notice. The proposed building is being leased with some units sold as industrial condominiums. The Department of Health and Human Services' presence may not make for a comparable match to the other tenants or perspective condominium purchasers.

The City of Rochester provided the only response to the RFP, in addition provided an as is alternative. As the existing District Office accommodates the needs of the Department and the construction costs to renovate the District Office were high, the Department decided to proceed with the five year as is lease renewal.

The Department continued negotiations with the City and was able to reduce the original proposal for the term by \$13,500. The negotiated lease provides a gross lease rate of \$14.25 per square foot for the first year with less than 2% escalators for years two through four, no escalator for year five. The current lease rate is \$13.61 per square foot gross; the square footage remains the same at 18,000 square feet. There are no options to extend this lease renewal.

In addition, the Landlord is in the design phase of constructing new parking facilities at the Community Center, in which the District Office is housed. The construction will provide an increased total number of parking spaces from 239 spaces to 489 spaces and relocate parking for the Department's staff and clients to better suit the Rochester District Office needs. Common restrooms as currently configured are open directly to the corridor and as a result, odors are noticeable in the corridor. To address this concern, the restrooms on the second floor will have doors installed and a deodorizing system also installed. These improvements will be completed within the next few months by the Landlord. The Landlord is also working on developing a master plan for the interior of the building. Improvements include installing an additional elevator that meets current ADA standards, better signage to help visitors find the various agencies housed in the Community Center, and generally upgrading the facility. Renovation to the building would then be funded in a future Capital Improvement Plan.

The renewal includes no additional moving expenses and provides continued uninterrupted services to clients. The lease renewal negotiated with the current Lessor provides the same terms and conditions as the original lease. Included in the monthly rental payments are the following costs associated with the leasehold property: base rent, heat, electricity, janitorial services, real estate taxes and common area maintenance.

In addition, as part of this lease agreement, a special provision (Exhibit E, Paragraph 1) will allow the Department to request minor alterations, renovations and modifications to be made by the Lessor at the Department's expense without amending the amount of this contract.

Approval of this lease renewal will allow the Department to continue to provide services to the public in the Rochester Area.

The area served by this lease is the entire Strafford County.

Funding for this request is General Funds 59%, Federal Funds 41% by cost allocation across benefiting programs.

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

Respectfully submitted,



James P. Fredyma
Controller

Approved by:



John A. Stephen
Commissioner

LEASE SPECIFICS

Landlord:	City of Rochester City Hall 31 Wakefield Street Rochester, New Hampshire 03867
Location:	150 Wakefield Street, Suite 22 Rochester Community Center Rochester, New Hampshire 03867
Monthly Rent:	Year 1 \$21,375.00 Year 2 \$21,750.00 Year 3 \$22,125.00 Year 4 \$22,500.00 Year 5 \$22,500.00
Square Footage:	18,000
Square Foot Rate:	Year 1 \$14.25 Year 2 \$14.50 Year 3 \$14.75 Year 4 \$15.00 Year 5 \$15.00
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing July 1, 2005 through June 30, 2010.
Total Rent:	\$1,323,000.00

ADVERTISING SCHEDULE

Request for Proposals

Wanted to rent in Rochester, NH for a five (5) to ten (10) year term, commencing no later than July 1, 2005, approximately 17,500 usable square feet of office space for the State's Department of Health and Human Services. The space offered must be renovated to meet State's programmatic specifications. In advance of submitting a Letter of Interest, please request a copy of these specifications by contacting Sharon Denoncourt, Department of Health and Human Services, Bureau of Facilities and Assets Management, 129 Pleasant Street, Concord, NH 03301, (603 271-4846). This information may also be obtained by logging on to the State's lease WEB site at: <http://admin.state.nh.us/bpm/index2.asp>. Any and all Letters of Interest regarding this request must be received by 2:00 p.m. on December 23, 2004.

The STATE OF NEW HAMPSHIRE reserves the right to reject any and all proposals.

Ad Placement:

	Run 1	Run 2	Run 3
The Manchester Union Leader/NH Sunday News	Thursday 12/9/04	Friday 12/10/04	Thursday 12/16/04
Manchester, NH			
Foster Daily Democrat	Thursday 12/9/04	Friday 12/10/04	Thursday 12/16/04
Dover, NH			

ROCHESTER DISTRICT OFFICE RFP - DIRECT RECIPIENTS

MS LISA KILGORE
COLDWELL BANKER ASHTON-KILGORE
REALTY
AMHERST NH 03031

MR DAVID HALL
DEWOLFE COMPANIES INC.
AMHERST NH 03031

MR HOWARD GOLLIHUE
ARGOSY GROUP
AMHERST NH 03031-2209

MS KARIN LEONARD
LEONARD LEE & COMPANY
AMHERST NH 03031-2216

MR ELMER PEASE II
PD ASSOCIATES LLC
AUBURN NH 03032-3984

MS ANN KELLEY
RE/MAX EXECUTIVES
BARRINGTON NH 03825

MARQUIS-WHITMAN ASSOC INC
BEDFORD NH 03110

MR TERRY SMITH
CRAFTS APPRAISAL ASSOC LTD
BEDFORD NH 03110

MR JOSEPH MENDOLA
THE NORWOOD GROUP
BEDFORD NH 03110

MR JUSTIN BIELAGUS
COLDSTREAM RE ADVISORS INC
BEDFORD NH 03110

MR ROGER RUSSELL
ERA MASIELLO GROUP
BEDFORD NH 03110

MR JOEL KAHN
EQUITY ALLIANCE CORP
BEDFORD NH 03110

GLOBAL COMMERCIAL CORP
BEDFORD NH 03110-6920

MR THOMAS FINI
FINI REAL ESTATE GROUP INC
BEDFORD NH 03110

MR GABRIEL BILC
GLOBAL LANDS INC
BEDFORD NH 03110-6920

MR ROBERT PHILLIPS
GRANITE COMMERCIAL GROUP INC
BEDFORD NH 03110

MR KARL NORWOOD
THE NORWOOD GROUP
BEDFORD NH 03110

MR HUGH O'NEIL
O'NEIL REAL ESTATE
BEDFORD NH 03110

MR PAUL GRIFFIN
PAUL T GRIFFIN INC
BEDFORD NH 03110

PHOENIX REALTY GROUP/NANCY VAN SCIVER
LLC
BEDFORD NH 03110

PHOENIX REALTY GROUP/ARTHUR SLATTERY
LLC
BEDFORD NH 03110

MR GREGORY R KIRSCH
ASTORIA PROPERTIES LLC
BELMONT NH 03220

MR BILL WOGLON
OPECHE CONSTRUCTION CORPORATION
BELMONT NH 03220

MR PETER CALLIORAS
ALPHA AUCTION & REALTY CO INC
BELMONT NH 03220

MR LEE COULOMBRE
PRUDENTIAL-COULOMBE REAL ESTATE
BERLIN NH 03570

MS DEBRA PATRICK
BERLIN NH 03570

MR RICHARD POULIN
DOWNTOWN ENTERPRISES
BERLIN NH 03570

MR WILLIAM J ANDREAS
BEDCO (BUSINESS ENTERPRISE DEVELOPMENT
CORPORATION)
BERLIN NH 03570

MR PATRICK MACQUEEN
CITY OF BERLIN
BERLIN NH 03570

MR STEVEN WERST
ALTID PROPERTIES
CAMBRIDGE MA 03141

MR MEL BORRIN
PREFERRED PROPERTIES INC
CENTER HARBOR NH 03226

MR DONALD CHABOT
TOWN & COUNTRY REALTY ASSOC
CLAREMONT NH 03743

MR MARTIN TYMOWICZ
C-21 HIGHVIEW REALTY
CLAREMONT NH 03743

MS MARY BELECZ
BUREAU OF PLANNING &
MANAGEMENT/ADMINISTRATIVE SERVICES
CONCORD NH 03301

MR BERT R WHITTEMORE
RIVERWOOD COMMERCIAL PROPERTIES INC
CONCORD NH 03301

MR JOHN DONAPOLI
OFFICE OF BUSINESS AND INDUSTRIAL
DEVELOPMENT
CONCORD NH 03301

MR JAMES CORRIGAN
THE CORRIGAN COMPANY
CONCORD NH 03301

MR SCOTT WALKER
PREMIERE PROPERTIES
CONCORD NH 03301-3405

MR RON ROBIN
ERA MASIELLOW GROUP
CONCORD NH 03301

MR PETER SAMAHA
SAMAHA FAMILY REALTY
CONCORD NH 03301-2240

MR RANDOLPH W DANIELS
CAPITAL APPRAISAL ASSOC
CONCORD NH 03301

MR WIN SALTMARSH
MERRIMACK VALLEY ASSISTANCE PROGRAM
CONCORD NH 03301

MR NICK NORMAN
NORMAN REALTY SOLUTIONS
DERRY NH 03038

MS LINDA CARDNER
J A MCGILLEN ASSOCIATES INC
DERRY NH 03038

MR ROBERT E HOWE REALTOR
DERRY NH 03038

MS THERESA RYAN
PATER REAL ESTATE MANAGEMENT
DERRY NH 03038

MR HOWARD B SHECTER
DEWOLFE COMPANIES INC
DOVER NH 03820

MS MARY MERKLEY
PRUDENTIAL RUSH REALTY
DOVER NH 03820

MR JEFFREY LARRABEE
LARRABEE REAL ESTATE CO LTD
EPSOM NH 03234

MR WILLIAM MURPHY
MURPHY & MURPHY REAL ESTATE
EXETER NH 03833

MR PAUL MCCOY
MCCOY PROFESSIONALS
EXETER NH 03833-2600

MR ANDREW SMITH
PEABODY & SMITH PROPERTIES INC
FRANCONIA NH 03580

MR ANDREW SMITH
PEAK THREE ASSOCIATES
FRANCONIA NH 03580

MR BERRY SHEA
BARRY SHEA & ASSOCIATES
GILFORD NH 03246

MR ROBERT EHRENBERG
THE BUSINESS CONNECTION INC
GILFORD NH 03246-6686

MR J KINNEY O'ROURKE BROKER
GILFORD NH 03247-7314

MR MICHAEL P SPYRIDAKIS
HIGH POINT REALTY CORP
GOFFSTOWN NH 03045

MR JOSEPH HUNKINS
HUNKINS REAL ESTATE
GREENLAND NH 03840

MR DONALD C BURGESSON
COLDWELL BANKER/CONCEPT 100 REAL
ESTATE
HAMPSTEAD NH 03841

MR MICHAEL BRIGHAM
ERA MASIELLO GROUP
HAMPTON NH 03842

MR CHRIS CONGDON
QUAYLE CONGDON REAL ESTATE
HAMPTON NH 03842-1257

MS KATHY RUSH
PRUDENTIAL RUSH REALTY
HAMPTON NH 03842

MS MAUREEN CAREY
CAREY ASSOCIATES
HAMPTON FALLS NH 03844

MR MICHAEL WOODARD
REDPATH COMMERCIAL DIVISION
HANOVER NH 03755

MR WILLIAM JOHNSON
COLDWELL BANKER REDPATH & CO
HANOVER NH 03755

MR ROBERT HAYNES JR
RE HAYNES CO INC
HANOVER NH 03755-2015

MR T ROBERT VALICENTI
ERA MASIELLO GROUP
HOLLIS NH 03049

MR DUANE OSTERKAMP
OSTERKAMP ASSOCIATES
HOLLIS NH 03049

MR GEORGE F BROOKS III
BROOKS RE SERVICES
HOOKSETT NH 03106

MR MORT BLUMENTAL CCIM
MORJOY REALTY ASSOCIATES INC
HOOKSETT NH 03106-6038

SOUSA REALTY & DEVELOPMENT CORP
HUDSON NH 03051

DESPRES AND ASSOCIATES INC
JAFFREY NH 03452

GREENWALD REALTY ASSOCIATES
KEENE NH 03431

RE/MAX TOWN & COUNTRY
KEENE NH 03431

BRADSHAW & BRADSHAW/INDUSTRIAL REAL
ESTATE
KEENE NH 03431

HK ASSOCIATES
KEENE NH 03431

MR BRUCE C TREAT
COMMERCIAL REAL ESTATE
KEENE NH 03431

MR JOHN R BRADSHAW
BRADSHAW & BRADSHAW INC
KEENE NH 03431-0421

PRUDENTIAL BROWN & TENT REALTORS
KEENE NH 03431

MR GEORGE FOSKETT
ERA MASIELLO GROUP
KEENE NH 03431

MR CHARLES MILLER
COLDWELL BANKER TATTERSALL & ASSOC RE
KEENE NH 03431-2403

A RANGER CURRAN
RE/MAX TOWN & COUNTRY
KEENE NH 03431

MS BEVERLY GEORGE
NORTHEAST APPRAISAL SERVICE
KENSINGTON NH 03833

MR PETER ELLIS
ANCHOR DARLING INDUSTRIES
LACONIA NH 03246

MR CHARLES SCHUBERT
APPLIED ECONOMIC REARCH
LACONIA NH 03246

MR KENT D LOCK JR
DEWOLFE COMPANIES INC
LACONIA NH 03246

MR STEVE WEEKS
COLDWELL BANKER COMMERCIAL
LACONIA NH 03246

MS PEPPER ANDERSON
HADLOCK REAL ESTATE
LITTLETON NH 03561

MR KING COVEY
GOLDEN & COVEY REALTORS
LITTLETON NH 03561

MR ANDY LEVY CCIM
THE MEG COMPANIES
LONDONDERRY NH 03053-3376

MR TOM DUFFY
PRUDENTIAL VERANI REALTY
LONDONDERRY NH 03053

MS JUDITH TINKHAM
LONDONDERRY NH 03053

MR MIKE REED
STEBBINS REALTY
MANCHESTER NH 03104-2991

OMNI GROUP
MANCHESTER NH 03105-0397

MR GLENN NEWBERRY
AMERICORP REAL ESTATE SERVICES
MANCHESTER NH 03104

MR TOM FARRELLY
CUSHMAN AND WAKEFIELD OF NH INC
MANCHESTER NH 03101

MR DON EATON
EATON PARTNERS INC
MANCHESTER NH 03101

MR RICHARD DANAIS
DANAIS REALTY GROUP
MANCHESTER NH 03104

MR JOSEPH FREMEAU
FREMEAU APPRAISAL INC
MANCHESTER NH 03101-1935

MR FRANCIS E CASSIDY
FOCUS REAL ESTATE ADVISORS LLC
MANCHESTER NH 03101

MR JOHN A JACKMAN CCIM
JACKMAN COMMERCIAL REALTY INC
MANCHESTER NH 03104

MR DICK ANAGNOST
FUTURE REALTY CORP
MANCHESTER NH 03104-3108

MR GREGORY BARRETT
KAS-BAR REALTY
MANCHESTER NH 03101-2321

MR JOHN MADDEN
JCM MANAGEMENT COMPANY INC
MANCHESTER NH 03101

MR RICHARD MARQUIS
NE BUSINESS PROPERTY
MANCHESTER NH 03108-5075

MS PAMELA HALVORSEN
LAUREATE REALTY CORPORATION
MANCHESTER NH 03103

MR RUSSELL POIRIER
NORWOOD REAL ESTATE/BH&G
MANCHESTER NH 03104

MR WILLIAM NORTON
NORTON ASSET MANAGEMENT INC
MANCHESTER NH 03101-1127

MR ALLAN CLARK
REI SERVICE CORPORATION
MANCHESTER NH 03104

MR RONALD DUPONT
RED OAK PROPERTY MANAGEMENT INC
MANCHESTER NH 03103

THE WILLIAMS GROUP
MANCHESTER NH 03105-3295

MR KIRK ROTH
ROTH & ROTH LLC
MANCHESTER NH 03101

H J STABLILE & SON INC
MERRIMACK NH 03054-4801

MR CHARLES THIBEDEAU
CPMANAGEMENT
MERRIMACK NH 03054

DAHL HOUSE REALTY
MERRIMACK NH 03054-4534

MR LAWRENCE HIRSCH
HIRSCH & COMPANY INC
MERRIMACK NH 03054-4859

PRUDENTIAL RE MARSHA ROSTER
MILFORD NH 03055

MR JOHN BERTSON
MONT VERNON NH 03057

PRUDENTIAL – CRAIN REALTY
NASHUA NH 03062

MR PETER K SMITH
SMITH & COMPANY
NASHUA NH 03060-2720

CARLSON NORWOOD REAL ESTATE
NASHUA NH 03063-3214

PROLMAN REALTY INC
NASHUA NH 03060

MR MARTIN TYMOWICZ
C-21 DICK CARDIANAL ASSOCIATES
NASHUA NH 03060

MR TIMOTHY PAIGE
CAMERON REAL ESTATE
NASHUA NH 03063

MR WILLIAM LUERS
TAMPOSI NASH REAL ESTATE GROUP INC
NASHUA NH 03063

MR GERALD NASH
THE NASH GROUP
NASHUA NH 03060

MR MARK NASH
MA NASH CONSTRUCTION LLC
NASHUA NH 03060

MR ROBERT WINKLER
ADVANCED REALTY GROUP
NASHUA NH 03062-3029

MR SAMUEL TAMPOSI, JR
TANA PROPERTIES LP
NASHUA NH 03063

MS ANGIE KOPKA
KOPKA REAL ESTATE INC
NASHUA NH 03062

MR ED BUCZNSKI
ERA MASIELLO GROUP
NASHUA NH 03063

MR MICHAEL H MONKS SIOR
MONKS & COMPANY INC
NASHUA NH 03063

MR PHILLIP KENNEDY
KORSAK REALTY
NASHUA NH 03063

MR LAWRENCE RICHARDS
RE/MAX PROPERTIES I
NASHUA NH 03063

MR BRADLEY VEAR
VEAR COMMERCIAL PROPERTIES
NASHUA NH 03063-4000

MR RICHARD BOWKER
DEWOLFE COMPANIES INC
NASHUA NH 03063

MR ROBERT BRAMLEY
ROBERT BRAMLEY REAL ESTATE
NASHUA NH 03060

MR JIM WARD
EQUITY GROUP
NEW LONDON NH 03257

MR RICHARD BADGER
BADGER REALTY CORP
NO CONWAY NH 03860

MR DAVE POWER
THE MALL OFFICE/PIRATE COVE
MARKETPLACE
NO CONWAY NH 03860

MT WASHINGTON VALLEY CHAMBER OF
COMMERCE
NO CONWAY NH 03860

MR TOM ANCHOR
TOM ANCHOR C. REALTY
NORTH CONWAY NH 03860

MS JOY TARBELL
PRUDENTIAL JOY TARBELL REALTY
NORTH CONWAY NH 03860-5126

MR WILLIAM JONES
RE/MAX PRESIDENTIAL
NORTH CONWAY NH 03860

MR JAC CUDDY
NORTH CONWAY BANK
NORTH CONWAY NH 03860

MR ED O'HALLORAN
BADGER REALTY
NORTH CONWAY NH 03860

MR DONALD RONNING
SUNLITE REALTY CORP
PELHAM NH 03076

MS WENDY PANARELLO
FAIRWAY REAL ESTATE LLC CD
PEMBROKE NH 03275

MS JODY KEELER
NH REALTY LINKS
PEMBROKE NH 03275

MR CHARLES KENDRICK
RE/MAX ALLIANCE
PLAISTOW NH 03865

MR MICHAEL SULLIVAN
NH COMMERCIAL REALTY INC
PLAISTOW NH 03865

MR FRED ATTALLA
COLDWELL BANKER HUNNEMAN
PORTSMOUTH NH 03801-3874

BILL MOUFLOUZE REAL ESTATE
PORTSMOUTH NH 03802

THE KANE COMPANY INC
PORTSMOUTH NH 03801

MR ANDREW FLEISHER
FLEISHER COMMERCIAL REAL ESTATE
PORTSMOUTH NH 03801-5755

G BRANDT ATKINS
NH REAL ESTATE MANAGEMENT &
BROKERAGE INC
PORTSMOUTH NH 03801

MR DAVID F CHOATE III
COLDSTREAM REAL ESTATE ADVISORS INC.
PORTSMOUTH NH 03801

MR PETER STANHOPE REALTOR
STANHOPE GROUP
PORTSMOUTH NH 03801

MR JOSEPH SHANLEY
JOE SHANLEY REAL ESTATE
PORTSMOUTH NH 03802-0467

MR DAVID LEFEBVRE
SOURCE REAL ESTATE (CD)
PORTSMOUTH NH 03802-1490

MR IRWIN W NICKERSON
NICKERSON REALTY
PORTSMOUTH NH 03802

MS BARBARA WEBBER
30 MAPLEWOOD AVENUE TRUST
QUINCY MA 02169

MR HENRY TURCOTTE
RAYMOND REAL ESTATE
RAYMOND NH 03077

LEGER REALTY
RINDGE NH 03461

MR JOEL BERGQUIST
BJA REALTY
RINDGE NH 03461

MR GARY STENHOUSE
CITY OF ROCHESTER
ROCHESTER NH 03867

MR WILLIAM CORMIER
HOURIHANE CORMIER & ASSOCIATES
ROCHESTER NH 03867

MR BERGE NALBANDIAN
BERGE'S REAL ESTATE
SALEM NH 03079

MR PAUL GARABEDIAN
PAUL GARABEDIAN & SONS
SALEM NH 03079

MR HARRY SHEA
SHEA COMMERCIAL PROPERTIES INC
SALEM NH 03079

MS NETTIE THOMPSON
COLDWELL BANKER WESLEY GROUP
SALEM NH 03079

MR WILLIAM LOOSIGIAN
154 MAIN STREET LLC
SALEM NH 03079

MR GREGORY MAZZA
SALEM NH 03079

MR ROBERT W ALLARD
C-21 ALLARD & MERRILL INC
SALEM NH 03079

MR CHRISTOPHER B GOODNOW
GOODNOW REAL ESTATE SERVICES
SALEM NH 03079

MR RICHARD C SUNDAY
KAIZEN COMMERCIAL REALTY LLC
SALEM NH 03079

MR WILLIAM LOOSIGIAN
154 MAIN STREET LLC
SALEM NH 03079

MR LARRY ZAMPIERI
NH REAL ESTATE MANAGEMENT &
BROKERAGE INC
SOMERSWORTH NH 03878

MS MARY BROWN
MF BROWN REAL ESTATE
STRATHAM NH 03885

MR PAUL SKARIN
PAUL W SKARIN REAL ESTATE
SUNAPEE NH 03782

MR TED LUCIER
JETTCO GROUP LLC
WALPOLE NH 03608

MR GERALD MCCARTHY
MCCARTHY PROPERTIES
WEST DENNIS MA 02670

MR BRUCE WATERS
MCLAUGHRY COMMERCIAL
WEST LEBANON NH 03784-5419

MR JOHN DINAPOLI
WINDAM NH 03087

SOUTHWIND REALTY INC/COLDWELL BANKER
WINDHAM NH 03087

CENTURY 21 - NOREAST
WINDHAM NH 03087

OREO MARKETING CORPORATION
WINDHAM NH 03087

CALDWELL BANKER SOUTHWIND REALTY INC
WINDHAM NH 03087

MR RALPH VALENTINE
THE VALENTINE GROUP
WINDHAM NH 03087

MR JOHN WOLTERS
218 JERICHO ROAD LLC
HUDSON NH 03051

NEW HAMPSHIRE CHAMBER OF COMMERCE
WOLFEBORO NH 03894

ROCHESTER CITY HALL
ROCHESTER NH 03867

ROCHESTER CHAMBER OF COMMERCE
ROCHESTER NH 03867

COUNCILOR PETER SPAULDING
ROOM 207
CONCORD NH 03301

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 24th day of MAY 2005, by the following parties:

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

Name: City of Rochester

(if corporation, give full corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: City Hall, 31 Wakefield Street

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

Rochester

New Hampshire 03867

(603) 332-4096

City

State

Zip

Telephone number

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

Department Name: Department of Health and Human Services

Address: 129 Pleasant Street

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

Concord

New Hampshire 03301

(603) 271-4213

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: 150 Wakefield Street, Suite 22

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

Rochester

New Hampshire 03867-1309

City

State

Zip

The demise of the premises consists of: 18,000 square feet

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

Demise of this space shall be together with the right to use in common, with others entitled thereto; the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. A floor plan depicting the premises and delineating the extent of the leased space, is attached as Exhibit A hereto, and made a part hereof.

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

3.1 Term: TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of Five year(s), commencing on the 1st day of July, in the year 2005, and ending on the 30th day of June, in the year 2010, unless sooner terminated in accordance with the Provisions hereof.

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



3.2.1 Delay in Occupancy, Commencement Date Extensions: SELECTED

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

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

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

3.4 Conditions on the Commencement and Extension of Term:

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

4. Rent, Additional Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") of \$ See Exhibit B. payable in advance at the Landlord's address set forth in section 1 above, in equal monthly installments of \$ See Exhibit B. The first such installment to be due and payable on the following date: *(insert month, date and year)* July 1, 2005. If the Rent varies during the Term, or any extended Term, or requires further definition for any other reason, it shall be as set forth in a "Schedule of Annual Rent", made part of and attached herein as "Exhibit B".

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

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

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

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

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



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

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

5. Conditional Obligation of the State:

Notwithstanding the provisions of Section 4 or anything contained in this lease to the contrary, it is hereby expressly understood and agreed by the Landlord that the existence and continuance of this Lease and the obligations of the Tenant hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire (and if applicable, the availability of Federal funds) that are made available for this purpose, and that neither the State nor the Tenant shall be liable for payments under this Lease except from such funds. In the event that any portion of such funds are terminated, the Tenant may, at its option, serve thirty (30) days written notice to the Landlord of its' intention to cancel the Lease in whole or in part. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this section and has served the required notice to the Landlord, the Tenant shall vacate all or part of the Premises within the thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. Utilities: (select one of the clauses below, indicating the selection with an "x")

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

OR:

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

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

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



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

7.1 **Use of Premises:** The Tenant shall use the premises for the purpose of *(write in the intended use of the leased premise in the space provided)* office space for its employees engaged in the delivery of health and human services.

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

8. **Maintenance and Repair:**

8.1 **Maintenance by the Landlord:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including all "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord shall keep all sidewalks, entrances, roadways, and parking areas free of refuse, snow and ice at all times, and maintain all lawns, grass areas and shrubs, hedges or trees in suitable condition and appearance. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises, or any appurtenance thereto, which may become necessary during the Term or any extension or Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of, the roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance is to include any and all pest control, which may be necessary within the leased facility. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" and the State of New Hampshire's "Clean Air Standards" (RSA 10:B) shall be performed regularly and with due diligence, in order to insure continuity of compliance with these laws. All Heating and Ventilation System air ducts shall be cleaned, and all air filters replaced, on a quarterly basis. Maintenance within the Premises is to include the complete repainting of all interior spaces once every three years of the Term, if the requested by the Tenant.

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

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

Janitorial Services shall be the Tenant's responsibility.

8.3 **Failure to Maintain, Tenant's Remedy:** If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within fifteen (15) days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If Landlord fails to reimburse Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment, reimbursing the Landlord only after the cost of repair expenses have been recovered.

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

9.1 **Manner of Work:** All alterations, additions or improvements, whether they are Tenant's or Landlord's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, and State statute's and local, building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (tenant or landlord) responsible for the performance of alterations. The said alterations shall not weaken or impair the structure of the Premises, substantially lessen its value, or change the purpose for which it is used. All alterations, additions or improvements shall be made in a good, careful, proper and



workmanlike manner, and in accordance with the plans, specifications and schedules, which shall be attached herein as Exhibit D Part III. Alterations to existing buildings and facilities shall comply with the following:

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

9.1.2 If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with all applicable provisions from the "Americans with Disabilities Act", "Accessibility Guidelines", Section 4.1.1 to 4.1.3 "Minimum Requirements" (for new construction).

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

9.2 Ownership, Removal of Alterations, Additions or Improvements: All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. The said property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. The Tenant shall leave the Premises in good order and condition, and shall repair any and all damages caused by said removal of property.

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

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

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

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

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

10.2.2 Failure to Complete, Tenant's Options: If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with Exhibit D, or any other provisions of the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

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

B. Occupancy of Premises "As is": Occupy the Premises in its current condition, in which event the rent hereunder shall be decreased by the proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or

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

D. Delay Occupancy: In accordance with paragraph 3.2 herein.



11. **Quiet Enjoyment:** Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.
12. **Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs shall be removed by the Tenant, at the Tenant's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant.
13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or of showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent of the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
15. **Insurance:** During the Term and any extension thereof, the Landlord shall at its sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on, (or claimed to have occurred on) in or about the Premises. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and two million (\$2,000,000) per incident. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein as "Exhibit F".
- 15.1 **Waiver of Subrogation:** *(optional clause, applicable only if selected)* Selected
 Any insurance carried by either party with respect to the Premises and property therein, or occurrences thereon, shall if the other party so requests and it can be so written without additional premium, (or with additional premium, provided the other party agrees to pay the premium) include a clause or endorsement denying the insurer rights of subrogation against the other party, to the extent the rights have been waived by the insured prior to occurrence of injury or loss. Notwithstanding any provision of this Lease to the contrary, each party hereby waives any rights of recovery against the other for injury or loss which are due to causes and hazards covered by insurance.
16. **Indemnification:** Landlord will save Tenant harmless and will indemnify Tenant from and against any and all losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 16.1. **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.



- 16.2 Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Tenant or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
- 17. Fire, Casualty and Eminent Domain:** Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, causality or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, causality, or taking, until such time as the Landlord repairs the Premises, provided however, that the Tenant may elect to terminate this lease if:
- 17.1 Landlord's Failure to Provide:** The Landlord fails to provide written notice within thirty (30) days of the causal event of his intention to restore the Premises, or:
- 17.2 Landlord's Failure to Repair:** The Landlord fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, causality, or taking. The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.
- 18. Event of Default; Termination by the Landlord and the Tenant:**
- 18.1 Event of Default; Landlord's Termination:** In the event that:
- 18.1.1. Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:
- 18.1.2. Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observation of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such five days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.
- 18.2 Landlord's Default: Tenant's Remedies:** In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.
- 18.3 Rights Hereunder:** The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.



19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and surrender the Premises to the Landlord, together with all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property and shall repair any damage caused by such removal. The Tenant's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.
20. **Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.
21. **Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.
22. **Miscellaneous:**
- 22.1 **Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.
- 22.2 **No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 22.3 **Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- 22.4 **Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 22.5 **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 22.6 **Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 22.7 **No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 22.8 **Third Parties:** The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.
- 22.9 **Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease are set forth in Exhibit E attached hereto.
- 22.10 **Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.



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

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

Authorized by: (give full name and title) Anne Mattice
Anne Mattice, Administrator, Office of Business Operations

LANDLORD: (give name of either the corporation or the individual) City of Rochester, NH

Authorized by: (give full name and title) Robert D. Steele
Robert D. Steele, City Manager

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: NEW HAMPSHIRE COUNTY OF: STRAFFORD
UPON THIS DATE (insert full date) 5/24/05, appeared before me (print full name of notary) SHIRLEY MCCRILLIS the undersigned officer personally appeared (insert Landlord's signature) CITY OF ROCHESTER who acknowledged him/herself to be (print officer's title, and the name of the corporation) CITY MANAGER, CITY OF ROCHESTER 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)

Shirley McCrillis

SHIRLEY MCCRILLIS, Notary Public
My Commission Expires January 26, 2010

APPROVALS:

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

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

Approval date: 6/7/05

Approving Attorney: [Signature]

Approved by the Governor and Executive Council:

Approval date: JUN 22 2005

Signature of the Deputy Secretary of State: [Signature]

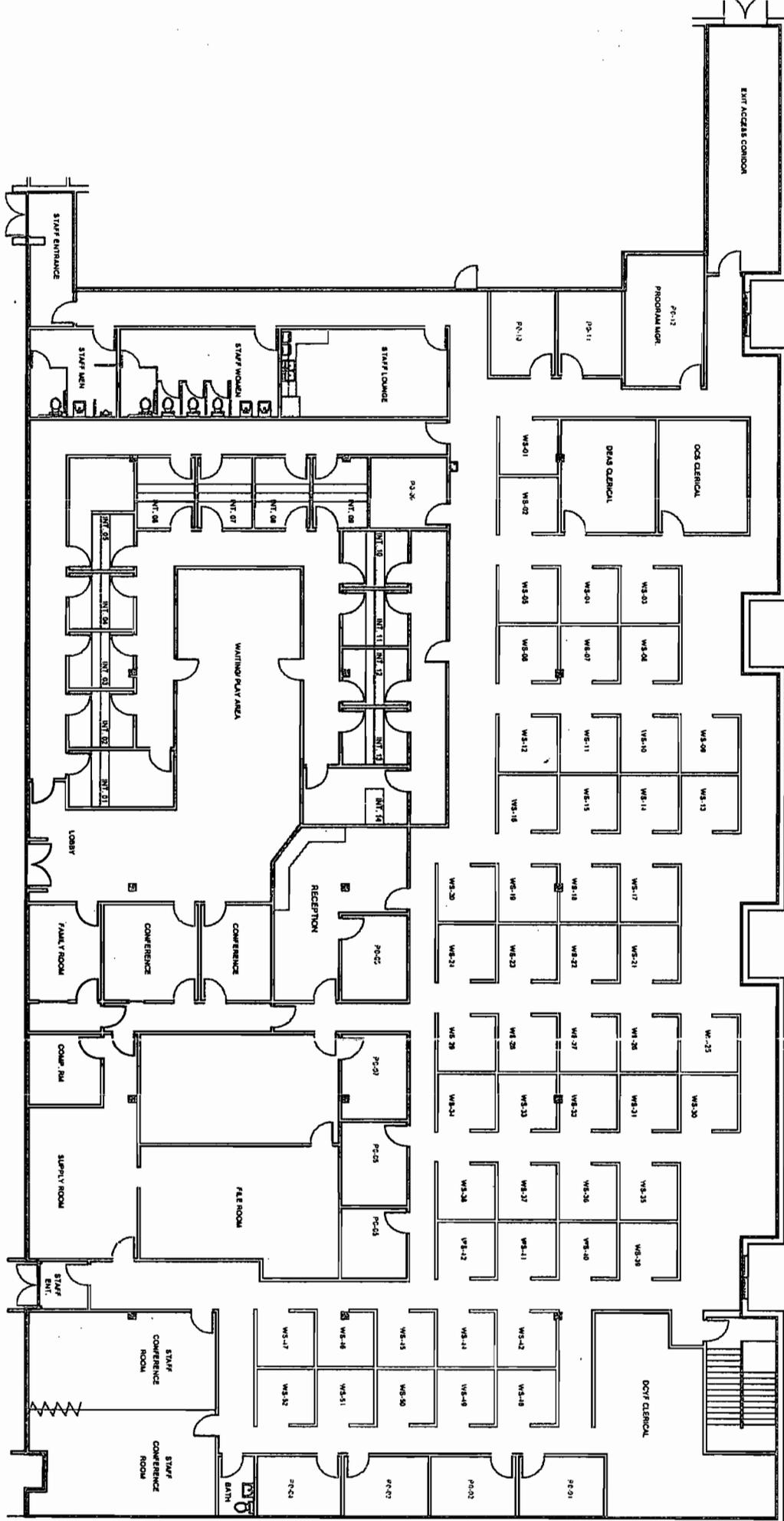


EXHIBIT B

<u>Term</u>	<u>Per Square Foot</u>	<u>Monthly</u>	<u>Yearly</u>
Year 1	\$14.25	\$21,375	\$256,500
Year 2	\$14.50	\$21,750	\$261,000
Year 3	\$14.75	\$22,125	\$265,500
Year 4	\$15.00	\$22,500	\$270,000
Year 5	\$15.00	\$22,500	\$270,000



**ATTACHMENT TO EXHIBIT B
ROCHESTER PAYMENT SCHEDULE**

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Fiscal Year Total</i>
2006	7/1/2005	\$ 21,375.00	
	8/1/2005	\$ 21,375.00	
	9/1/2005	\$ 21,375.00	
	10/1/2005	\$ 21,375.00	
	11/1/2005	\$ 21,375.00	
	12/1/2005	\$ 21,375.00	
	1/1/2006	\$ 21,375.00	
	2/1/2006	\$ 21,375.00	
	3/1/2006	\$ 21,375.00	
	4/1/2006	\$ 21,375.00	
	5/1/2006	\$ 21,375.00	
	6/1/2006	\$ 21,375.00	\$ 256,500.00
	2007	7/1/2006	\$ 21,750.00
8/1/2006		\$ 21,750.00	
9/1/2006		\$ 21,750.00	
10/1/2006		\$ 21,750.00	
11/1/2006		\$ 21,750.00	
12/1/2006		\$ 21,750.00	
1/1/2007		\$ 21,750.00	
2/1/2007		\$ 21,750.00	
3/1/2007		\$ 21,750.00	
4/1/2007		\$ 21,750.00	
5/1/2007		\$ 21,750.00	
6/1/2007		\$ 21,750.00	\$ 261,000.00
2008		7/1/2007	\$ 22,125.00
	8/1/2007	\$ 22,125.00	
	9/1/2007	\$ 22,125.00	
	10/1/2007	\$ 22,125.00	
	11/1/2007	\$ 22,125.00	
	12/1/2007	\$ 22,125.00	
	1/1/2008	\$ 22,125.00	
	2/1/2008	\$ 22,125.00	
	3/1/2008	\$ 22,125.00	
	4/1/2008	\$ 22,125.00	
5/1/2008	\$ 22,125.00		
6/1/2008	\$ 22,125.00	\$ 265,500.00	



ATTACHMENT TO EXHIBIT B
ROCHESTER PAYMENT SCHEDULE

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Fiscal Year Total</i>
2009	7/1/2008	\$ 22,500.00	
	8/1/2008	\$ 22,500.00	
	9/1/2008	\$ 22,500.00	
	10/1/2008	\$ 22,500.00	
	11/1/2008	\$ 22,500.00	
	12/1/2008	\$ 22,500.00	
	1/1/2009	\$ 22,500.00	
	2/1/2009	\$ 22,500.00	
	3/1/2009	\$ 22,500.00	
	4/1/2009	\$ 22,500.00	
	5/1/2009	\$ 22,500.00	
	6/1/2009	\$ 22,500.00	<u>\$ 270,000.00</u>
2010	7/1/2009	\$ 22,500.00	
	8/1/2009	\$ 22,500.00	
	9/1/2009	\$ 22,500.00	
	10/1/2009	\$ 22,500.00	
	11/1/2009	\$ 22,500.00	
	12/1/2009	\$ 22,500.00	
	1/1/2010	\$ 22,500.00	
	2/1/2010	\$ 22,500.00	
	3/1/2010	\$ 22,500.00	
	4/1/2010	\$ 22,500.00	
	5/1/2010	\$ 22,500.00	
	6/1/2010	\$ 22,500.00	<u>\$ 270,000.00</u>
Total Rent			<u><u>\$ 1,323,000.00</u></u>



EXHIBIT C

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

Janitorial Services to be provided by the Landlord as described in Attachment 1.



**EXHIBIT C
ATTACHMENT I**

STATEMENT OF WORK

- 1-01. **SCOPE:** These specifications provide for accomplishing custodial services in a professional and workmanlike manner, in strict and complete compliance with these specifications and subject to the terms and conditions of this contract.
- 1-02. **DESCRIPTION OF WORK:** The work to be accomplished under this specification consists of performing all custodial services as hereinafter specified in the attachments hereto.
- 1-03. **HOURS OF SERVICE:** All work is to be performed after regular business hours. Work shall commence nightly, Monday through Friday at 6:00 pm.
- 1-04. **DEFINITIONS OF SERVICES:**
- A. **Sweeping** - Includes brush or mop sweeping compound if required, or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors or base trim.
- B. **Damp-Mopping** - Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water and detergent, if required, using as small amount of water as possible.
- C. **Buffing** - Includes buffing with tampico brush and periodic buffing with cylindrical floor machine using fine steel wool cylinder to remove traffic marks, heavy soil, etc.
- D. **Floor Scrubbing** - Cleaning of floors by use of deck brush, cylindrical or disc type machine, or automatic machine scrubber and detergent solution using as small amount of water as possible, followed by plain water rinse and pick-up. This scrubbing will be followed by the application of one coat of wax or finish and buffing.
- E. **Floor-Dry-Cleaning** - Cleaning to remove marks, imbedded dirt and debris by buffing with steel wool disc or drum on machine having vacuum soil pick-up.
- F. **Floor Stripping** - Removal or stripping of all wax or floor finish down to the flooring material, using compound especially prepared for this purpose, with brush or steel wool agitation as required, followed by rinsing with plain water to remove all wax or finish, solution, dirt and film.
- G. **Primary Floor Finishing** - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above, with thorough buffing after each coat. Wax and floor finish may not be used one after the other unless floor stripping (see para F. above) is first accomplished.
- H. **Touch-Up of Floor Surfaces** - Application of wax or finish in heavy traffic areas between primary floor finishing. This includes thorough damp-mop cleaning of entire area prior to application of wax or floor finish, and buffing entire area after application of wax or finish.



- I. High Dusting - Removal of dust from walls, ceilings, and other structural components; equipment and fixtures above six-foot reach from floor, with hand dusters or vacuum cleaner.
- J. Resilient Floor Coverings - Includes linoleum - plastic asphalt, rubber and cork.
- K. Vacuum Carpets (spot clean) - Vacuum all carpeted common areas, heavy traffic areas and entranceways.
- L. Vacuum Carpets - Vacuum all carpeted surfaces, inclusive of all offices and workstations.
- M. Carpet Shampooing and Cleaning - A truck-mounted hot water, approximately 180° at the wand, (or steam) extraction system to be used. Prior to carpet shampooing, general vacuuming will be provided to remove all particulates. In heavily soiled areas, a pre-treatment of an aggressive alkaline-based solution will be used to assist to break the bond between ground-in particulate and contaminants from the carpet fiber. In extremely soiled areas, a pile lifter will also be required. Rinsing/extracting will be accomplished with a very mild acidic solution or Ph neutral water rinse cleaner, to remove soil and the detergent residue from past cleanings. A high production unit, consisting of a cleaning wand with a motorized power brush, will be used.

The process utilized to be according to recommendations by the carpet manufacturer and the Institute of Inspection Cleaning Restoration Certification (IICRC), a trade organization.

1-05. SUPPLIES AND EQUIPMENT: The LANDLORD will furnish all supplies and equipment for accomplishment of all work. LANDLORD's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power and shall have low noise level of operations. Equipment considered to be improper or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment. All equipment shall be stored on site.

- A. Major Items of Supplies:
 - Detergent, General Purpose
 - Soap, toilet (Floating White)
 - Soap, toilet, powder - Plain and with Borax
 - Sweeping Compound
 - Polish - Metal
 - Wax, Floor, Water Emulsion - or State approved substitute
 - Liquid floor finish - an acrylic resin floor finish acceptable as an alternate to water.
 - Waste Container Liners (plastic)
 - Remover, Water Emulsion Type Floor Wax
- B. Material and Supplies - The LANDLORD shall furnish all materials and supplies required.



C. Supplies Used - Unless otherwise specified, supplies shall be of the highest quality and most suitable type or grade for the respective work under contract. Any item with potentially flammable or otherwise harmful qualities shall not be used.

D. Personal Protection Equipment (PPE) - LANDLORD shall be responsible to provide, instruct and replace/upgrade as necessary, any and all PPE, as required or recommended by OSHA 1910.132 or other such regulation, for all of their employees.

1-06. STORAGE - The Tenant will not be responsible in any way for damage to the LANDLORD's stored supplies, materials or equipment kept throughout the buildings in janitor's closets; or the LANDLORD's employees' personal belongings brought into the building; occasioned by fire, theft, accident or otherwise.

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

1-07. LANDLORD QUALIFICATIONS:

A. Employees: The LANDLORD shall employ only personnel skilled in janitorial work. Because of possible contact with classified equipment or papers, no person shall be employed whose loyalty to the United States is questionable. The LANDLORD assumes total responsibility of their employees, subcontractors, agents and invitees.

1-08. SUPERINTENDENCE BY LANDLORD: The LANDLORD shall at all times during hours specified for service, provide an on-site working janitorial supervisor who can efficiently and effectively communicate, in written and verbal forms, with both the Tenant and to their subordinate janitorial staff. Supervisor to provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with information as to how and where he/she or his/her representative can be contacted during the regular business hours (8:00 a.m. to 5:00 p.m.). Once a month the LANDLORD's agent will contact the Department's Manager of Administration to go over any problems and/or suggestions.

1-09. INSPECTION:

Daily inspection of all the LANDLORD's work will be made by the Department's Manager of Administration or his/her representative. The representative has authority to point out to the LANDLORD, incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the contract. In addition, the on-site facility contact shall maintain a "Jani Log" to note any deficiencies and/or special needs. LANDLORD is responsible to check this log daily, attend to requests and initial when complete.

1-10. DEFECTIVE WORK AND DAMAGES: The Department of Health and Human Services will require correction of defective/insufficient work or damages to any part of a building or its appurtenances when caused by LANDLORD's employees, equipment or supplies. The LANDLORD will place, in satisfactory condition, all defective/insufficient work and damages rendered thereby, or any other damages incurred. Upon failure of LANDLORD to proceed immediately with corrections, the Department of Health and Human Services may withhold any amount necessary to correct all defective/insufficient work or damages from payments due or to become due to the LANDLORD.

1-11. STANDARDS: The following standards shall be used in evaluation of custodial services:



A. Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

B. Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without streaks, dust, film, odor or stains.

C. Sweeping - A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.

D. Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.

E. Damp Mopping - A satisfactorily damp-mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.

F. Metal Cleaning - All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

G. Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

H. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

I. Light-Fixture Cleaning - Light fixtures are clean when all components, including bulbs, tubes, lenses and diffusers are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.

J. Wall Cleaning - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks, painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits.

K. Buffing of Floor Surfaces - All waxed and/or acrylic finished areas will be buffed sufficiently for maximum gloss, as to provide the removal of surface dirt and yield a uniform appearance.

1-12. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:



A. Cleaning Rest Rooms - This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, group wash fountains, dispensers, baby changing stations; spot cleaning wainscot, doors, stall partitions and all laminate counters as required; and filling all paper, soap and feminine napkin dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. All stains or spots shall be removed from ceramic tile, wainscot and stall partitions using a damp cloth, with detergent and chlorine bleach. Floors shall be dry swept and damp mopped. Shower walls shall be wiped dry and the floor cleaned.

B. Cleaning Sinks and Drinking Fountains - All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

C. Sweeping - All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.

D. Damp Mopping Floors - Damp mop all resilient floors, quarry tile and concrete floors. All resilient floors shall be buffed. (Resilient floors may be dry cleaned provided satisfactory results are demonstrated by the LANDLORD). Damp mopped resilient floors shall be buffed with appropriate brushes.

E. Scrubbing - Scrub all resilient floors, ceramic tile and smooth concrete floors. Resilient floors that have been scrubbed shall be waxed and buffed as specified.

F. Prime Waxing - Primary wax resilient flooring wax shall be applied as recommended by the manufacturer of the product furnished. Primary waxing shall follow immediately the operation of wax removal or stripping and scrubbing.

G. Stripping and Wax Removal - Wax removal shall be accomplished on all resilient floors. All dirt, stain, old wax and debris shall be completely removed down to the original flooring material. When floors are completely clean and dry, apply two coats of wax and buff each coat.

H. Buffing - Touch up wax and/or finish and buff after damp mopping all resilient flooring in entrances, lobbies and corridors.

I. Glass Cleaning - Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent rim shall be wiped clean with a damp cloth. Scouring powder or ammonia shall not be used. Doors and windows shall be washed on both sides.

J. Cleaning Interior Walls and Ceilings - When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim, except acoustical material. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.



K. Cleaning Wainscot and Laminate Counter Tops - Clean all tile or impervious finish wainscot, laminate counter tops, toilet stall partitions and doors. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.

L. Cleaning Doors and Trim: Clean doors and adjacent trim not otherwise cleaned.

M. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.

N. Empty Waste Receptacles - Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose.

O. Washing Waste Receptacles - Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of steam or cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, stains, dirt streaks and odor.

P. Clean Light Fixtures - Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.

Q. Mat Cleaning - Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.

R. Metal Cleaning and Polishing - All door and rest room hardware shall be polished using approved polishing compound.

S. Dust and Wash Vertical/Horizontal - Vertical/Horizontal blinds shall be dusted with soft cloths, dusters, brushes manufactured for this purpose, or vacuumed. Blinds to be washed shall be removed from the windows and thoroughly washed, rinsed and dried before reinstalling at proper windows.

T. Burned-Out Lights - Incandescent and fluorescent lamps will be furnished and replaced by the LANDLORD.

U. Turning off Lights - Janitorial staff shall be responsible to turn off interior lights post the conclusion of their nightly operations.

1-13. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building or dumped in the on site disposal facility. LANDLORD shall be responsible to legally dispose of any and all hazardous or flammable materials as required by law. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.



- 1-14. LOST, FOUND OR MISSING ARTICLES: The LANDLORD will be responsible in the event of theft of State property or personal property by his employees. All unclaimed articles found in or about the work areas by the LANDLORD will be turned in immediately to the Department's Manager of Administration.
- 1-15. SNOW AND ICE REMOVAL: It shall be the responsibility of the Landlord to make certain that all sidewalks, entrances, roadways and parking areas are kept free of refuse, snow and ice at all times.
- 1-16. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, baby changing station bed liners, anti-bacterial soap (specifically, Citrus Magic) and sanitary napkins.
- 1-17. PEST CONTROL: The LANDLORD is to include any and all pest control, which may be necessary within the facility.



**SECTION II
FREQUENCIES OF SERVICE**

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



EXHIBIT D

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

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

1. The Landlord shall at their sole expense, be responsible for the provision of all renovations and improvements specified in the text document titled "Attachment, Exhibit D, Part I."
2. All Interior renovations and improvements shall be completed no later than 30 days after the inception of the lease term.

Part II Compliance with State of New Hampshire RSA 10:B "Clean Air Indoor Air in State Buildings", either has been attained (attach "certificate of compliance") or shall be attained as follows:
The Landlord and Tenant hereby agree that "Clean Air" testing, defined by "The State of NH Department of Environmental Services, Bureau of Environmental & Occupational Health" rules He-P 1804.01 through He-P 1804.05, will be performed at the premises after lease inception and completion of any and all renovations. All testing shall be completed and results submitted to the "Bureau of Environmental & Occupational Health" no later than thirty (30) days after Tenant's occupancy.
After the completion of all renovations, the Landlord (at Landlord's sole expense) shall be responsible for hiring technicians (who meet "Bureau of Environmental and Occupational Health" criteria of professional accreditation) to complete the required State of New Hampshire "Clean Air" test, adhering to the protocol described in the attached three documents "Check off List for RSA 10:B Requirements", "RSA 10-B Testing Procedures," and "RSA 10-B Procedure". In accordance with these documents and the rules set forth in "Bureau of Environmental and Occupational Health" Administrative Rules section He-P 1804, the landlord shall submit notarized air testing results to the "State of New Hampshire Department of Environmental Services, Bureau of Environmental and Occupational Health", for their review and certification of compliance. After reviewing the testing results "Bureau of Environmental and Occupational Health" will either issue a "certificate of compliance" to the Landlord, or send a letter outlining the areas of non-compliance. The Landlord shall consult with "Bureau of Environmental and Occupational Health" and the testing lab that performed the initial test for their recommendation of how to remedy any deficiencies. The Landlord shall (at his sole expense) proceed to remedy the air quality deficiencies through repair and/or renovations to the premises. Any and all required repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed three (3) months. After the completion of all repairs to the air handling systems, the Landlord shall have the premises re-tested for compliance, again submitting the testing results to Bureau of Environmental and Occupational Health for their review and recommendations or issuance of their "Certificate of Compliance".

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

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

The Tenant shall use any recycling services that are economically feasible and become readily available during the term, currently aluminum cans are recycled.



**ATTACHMENT
EXHIBIT D, PART I, IMPROVEMENTS**

Improvements and renovations to be provided by the Landlord for provisions of barrier-free access to the Premises at 150 Wakefield Street, Suite 22, Rochester, New Hampshire. All improvements and renovations shall be completed no later than thirty (30) days after the inception of the new lease term (July 1, 2005).

1. New interior signs shall be provided and installed on both sides of the elevator hoist-way door opening. The new signs shall designate each floor with 2-inch minimum-height raised letters and Braille characters, and shall be installed with the center of each sign at 60 inches above the floor.
2. Rest room dispensers mounted higher than 48 inches from the floor shall be relocated and remounted to no higher than 48 inches from the floor.
3. The rest room door hardware shall be replaced with lever hardware and the door closer shall be adjusted to take at least 5 seconds to close.
4. The pipes beneath the sink shall be insulated.
5. Provide designation signs at both the parking space and the access aisle as follows: Each sign shall be bright blue with white lettering, mounted on a permanent post, with the lower edge of the sign at 60" height. The Access aisle sign shall read "NO PARKING". The Van accessible sign shall bear the universal symbol of accessibility, plus text designating: "VAN PARKING". The parking space to be designated as "van accessible" shall be the space located to the left of the 8' wide designated access aisle.



DEFINITIONS & COMPLIANCE MATRIX

A. DEFINITIONS- LEASES & SPACES:

- 1 - Initial Lease - No prior lease
- 2 - Renewal Lease - Previous lease expired - new lease for same space
- 3 - Short Term Lease - Lease for any building equal to or lease than 1 year
- 4 - Small Spaces - Lease for any building whose total net usable square footage is equal to or less than 1,000 square feet
- 5 - Amendments - Adding 1,000 square feet or more to an existing lease
- 6 - Part Time Occupancy - Office space occupied for less than 4 hours per day by one or more state employees

B. COMPLIANCE MATRIX:

	INITIAL TESTING	RENEWAL TESTING	SHORT TERM TESTING	SMALL SPACES TESTING	AMENDMENTS TESTING	PART TIME OCCUPANCY TESTING
Initial Lease	✓					
Renewal Lease			✓ ¹			
Short Term Lease			✓			
Small Spaces			✓			
Amendments	✓					
Part Time Occupancy						✓

C. DEFINITIONS- TESTING CATEGORIES:

	NOISE TESTING	RADON TESTING	CO ₂ TESTING	ASBESTOS TESTING	CO TESTING	FORMALDEHYDE TESTING	VENTILATION TESTING
Noise	N/A	No testing required	N/A	N/A	N/A	N/A	N/A
Radon	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CO ₂			CO ₂				
Asbestos				Asbestos			
CO					CO		
Formaldehyde						N/A	N/A
Ventilation						N/A	N/A

Footnote:

¹Providing previously tested and certified. Note - exempt from asbestos if a.) Previously certified as asbestos free by the building contractor or b.) Building/space inspected by accredited asbestos inspector and determined asbestos free.

CHECK OFF LIST FOR RSA 10-B REQUIREMENT

- Review the NH law and rules that define the "Clean Indoor Air in State Buildings" intent. NH Law: **RSA 10-B**. NH Rules: **He-P 1804.01 – 1804.05**
- Choose a Certified Industrial Hygienist (CIH) who can assist the building owner with environmental sampling. See attached CIH list, which is provided as a public service only.
- Test the Building under the appropriate conditions outlined in the law, rules and guidance documents.
- Complete a final written consultant's testing report that includes the following items:
 - Text with testing procedures and results
 - Simple floor plan of building or occupied areas on regular size paper
 - Tables of testing results with room numbers, date and time
 - Asbestos results based on testing methods; or a letter that certifies the space as asbestos free
 - Copy of lab results from an AIHA certified lab
- Enclose a cover letter from the building owner/lessor with a pass/fail statement as indicated below.

Along with the report, RSA 10-B requires a cover letter, signed and notarized by the Lessor, with the following statement - "I hereby certify that sampling and analysis conducted pursuant to He-P 1804.02 was performed in accordance with best professional practice. I further certify that the indoor air quality of this building, or of those portions of said building subject to these rules, is in compliance with He-P 1804.05. You will also need to include the following information: Mailing address for the building; City or town where the building is located; floorplan; and names, addresses, and telephone numbers of persons conducting either sampling or analysis.

- Submit the entire packet to:

Attn. Rhonda Martin
Department of Environmental Services
Radon/Indoor Air Quality Program
29 Hazen Drive PO Box 95
Concord NH 03302-0095

RSA 10-B Testing Procedures

Table of Testing Standards for Certification under 'Clean Indoor Air in State Buildings', NH Law RSA 10-B

Test	Sampling Method	Analytical Method	State Standard	Number of Tests	Testing Guidelines
PRIMARY VENTILATION REQUIREMENT	Use of a direct-reading standard balometer with hood is preferred, or use of a thermal anemometer following manufacturer's protocol and formula	Able to determine 2.0 cubic feet of fresh air per person. (1/10 th of standard)	20 cfm per person	One test per fresh air intake	Test the ventilation rate at each of the fresh air intake sources and divide total CFM by the average number of occupants in the area supplied. Record number of building occupants in report.
SECONDARY VENTILATION REQUIREMENT¹	Same method as above	Same method as above	20 cfm per person	One test per supply vent in occupied office space	Test and list the ventilation rates supplied to each occupied office space (room), and divide by the average number of occupants in that area. Record number of building occupants in report.
NOISE	Sound level meter with octave band filter	Able to determine decibels in the range of 31.5 to 8,000 Hertz	See table in He-P 1800	See footnote ²	(1) Test with all state tenant noise sources turned off, such as printers and copiers; and (2) Air handling systems in operation.
RADON	Activated charcoal canister, 48-hour period minimum (preferred), or other EPA-approved test ³	Able to detect 0.1 Pico Curies per liter of air	4.0 pCi/L	See footnote ²	Radon samples shall be collected in the breathing zone, at the lowest level of occupancy.
CARBON DIOXIDE	Direct reading electronic CO ₂ analyzer	Able to detect CO ₂ levels in the range of 100 to 2500 parts per million	800 ppm unoccupied, 1000 ppm occupied	See footnote ²	It is preferred that occupied buildings be tested for CO ₂ during afternoon hours to obtain a "typical use" scenario.
ASBESTOS	Low flow air sampling pump (2-4 LPM) is preferred, or high flow (10-12 LPM) air sampling pump	NIOSH 7400 Method or equivalent, able to detect 0.01 fibers per cubic centimeter	0.1 fibers per cm ³	See footnote ²	Ambient air samples, non-aggressive sample collection method.
FORMALDEHYDE	Direct reading electronic instrument or active air sampling with collector tubes/canister	Able to detect 0.01 parts per million	0.1 ppm	See footnote ²	Also record ambient temperature and relative humidity readings.
CARBON MONOXIDE	Direct reading electronic CO analyzer	Able to detect 0.5 parts per million	5 ppm	See footnote ²	Carbon monoxide testing shall be conducted with the air-handling systems in operation.

¹ Secondary Ventilation Requirement must be undertaken if Carbon Dioxide levels within interior rooms of the building exceed the standard.

² For buildings less than 1000 square feet in size the number of samples = 1; if the building size is greater than or equal to 1000 but less than 5000 square feet, the number of samples = 2; if the building size is greater than 5000 square feet but less than 10,000 square feet, the number of samples = 3. For buildings greater than 10,000 square feet in size collect a minimum of 3 samples, with an additional 1 sample for each additional 10,000 square feet.

³ Radon testing guidelines can be found at the EPA-sponsored website www.neha.org.

Recommended sampling and analytical methods are based on the NIOSH Manual of Analytical Methods (NMAM®), 4th ed. DHHS (NIOSH) Publication 94-113 (August, 1994). Available at the following website: <http://www.cdc.gov/niosh/nmam/nmampub.html>

RSA 10-B Procedure

CERTIFICATION PROCEDURES

Contractor shall be a Certified Industrial Hygienist (CIH) or work under the supervision of a CIH. An American Industrial Hygiene Association (AIHA) accredited lab shall analyze tests for Asbestos, and Formaldehyde. Radon tests shall be analyzed by an EPA recognized lab. All tests shall be conducted in accordance with NH Code of Administrative Rules He-P 1804.02.

Landlord provides copy of testing results and contractors report to Bureau of Facilities and Assets Management (BF&AM).

When one or more components fail, Landlord shall determine the deficiency and correct the problem. Re-testing will need to occur as documented within the contract to demonstrate that the problem has been fixed.

In the event that the tests pass or are corrected, Landlord needs to ensure that all documentation is complete for submission to the Department of Environmental Services (DES) to obtain RSA 10-B certification.

TESTING PARAMETERS

FULL TESTING	PARTIAL TESTING
<ul style="list-style-type: none"> • New Lease • Amendments adding 1000 sq. ft. to current lease space 	<ul style="list-style-type: none"> • Lease Renewals of previously certified spaces • Small spaces (equal to or less than 1000 sq. ft.) • Short-term leases (equal to or less than 1yr.)
<p>Required Testing:</p> <ul style="list-style-type: none"> • <u>Noise</u>-Testing to be conducted with all state tenant noise sources turned off. Air handling systems in operation. Not to exceed those listed in table 18.4.1. • <u>Radon</u>-Tests shall be performed at the lowest level of occupancy. MAC¹ of 4.0 Pico Curies of radon per liter of air. Testing devices shall be EPA approved. • <u>CO₂</u>- MAC of 1000 PPM (occupied spaces) MAC of 800 PPM (unoccupied spaces) <ul style="list-style-type: none"> ○ Carbon Dioxide levels exceeding limitations will result in testing for secondary ventilation requirement². • <u>Asbestos</u>- MAC of 0.1 fibers per cubic cm. air. Asbestos testing not required if: <ul style="list-style-type: none"> ○ The building contractor has previously certified the building or space as asbestos free. ○ The building or space has been inspected by a State of New Hampshire accredited asbestos inspector and determined to be asbestos free. • <u>CO</u>- MAC of 5 PPM. To be tested with HVAC in operation. • <u>Formaldehyde</u>- MAC of 0.1 PPM. • <u>Primary Ventilation Requirement</u>- 20 CFM of fresh air per person³. 	<p>Required Testing:</p> <ul style="list-style-type: none"> • <u>CO₂</u>- MAC of 1000 PPM (occupied spaces) MAC of 800 PPM (unoccupied spaces) <ul style="list-style-type: none"> ○ Carbon Dioxide levels exceeding limitations will result in testing for secondary ventilation requirement². • <u>Asbestos</u>- MAC of 0.1 fibers per cubic cm. air. Asbestos testing not required if: <ul style="list-style-type: none"> ○ The building contractor has previously certified the building or space as asbestos free. ○ The building or space has been inspected by a State of New Hampshire accredited asbestos inspector and determined to be asbestos free. • <u>CO</u>- MAC of 5 PPM. To be tested with HVAC in operation.

¹ Maximum Allowable Concentration

² Secondary Ventilation Requirement is found in RSA 10-B Testing Procedure Handout.

³ The ventilation requirement of 20 CFM per person of fresh outside air is calculated at the fresh air intake of the HVAC system divided by the number of occupants. Balancing reports shall also be submitted to BF&AM in order to make a more accurate determination of the HVAC system's distribution of fresh air to building.

Environmental and Occupational Consultant List

Key to Testing and Evaluation Services

R = Residential Sites, C = Commercial Sites, B = Both

1 - Asbestos	13 - Laboratory/Analytical Services
2 - Biological Monitoring	14 - Lead
3 - Comprehensive IH Practice	15 - Management/Audits/Inspection
4 - Computer Software/Information Services	16 - Mold Remediation
5 - Emergency Management/Disaster Planning	17 - Noise Control/ Hearing Conservation
6 - Equipment and Supplies	18 - Radiological Control
7 - Ergonomics	19 - Respiratory Protection/PPE
8 - Environmental Practice	20 - Safety Specialist
9 - Environmental & Occupational Medicine	21 - Training/Instruction
10 - Expert Witness	22 - Toxicology
11 - Indoor Air Quality	23 - Ventilation
12 - IH Instrumentation and Supplies	24 - Vibration

<p>Air Ecology [B -11] Lowell, MA 01851 Contact: Mike Ginières, ES, IH Tel: (978) 937-9311 Email: Air Ecology@</p>	<p>ATC Associates, Inc. [C - 1,2,8,10,11,13,14,15,21] 600 West Cummings Park Woburn, MA 01801 Contact: Pat Tracy-Callahan Tel: (800) 375-1ATC Fax: (781) 932-6211 Email: infoNE@atc-enviro.com Website: www.atc-enviro.com</p>
<p>Cashins & Associates, Inc. [C - 3,5,8,10,11,14,15,17,19,20,21,23] 80 Main Street Reading, MA 01867 Contact: Robert F. Cashins, CIH* Tel: (781) 944-4060 Fax: (781) 944-4082 Email: cashins@bicnet.net Website: www.cashins.com</p>	<p>Center for Occupational and Environmental Health Route 111 Exeter, NH 03833 (603) 778-6510</p>
<p>Covino Environmental Associates, Inc. 300 Wildwood Ave. Woburn, MA 01801 Samuel J. Covino Jr. CIH* Ann D. Eckmann, CIH* Robert A. Clifford, CIH* Tel: 781-933-2555 Fax: 781-932-9402 Email: mail@covinoinc.com Website: www.covinoinc.com</p>	<p>Desmarais Environmental Consultants 62 Al Wood Drive Barrington, NH 03825 (603) 664-5500</p>
<p>Environmental Health, Inc. PO Box 536 Hollis, NH 03049 Cathy R. Coe, CIH*, CSP Philip G. Terrell, CIH*, CSP Tel: 603-465-7284 Fax: 603-465-9783 Email: ehi@xtdl.com</p>	<p>Fulcrum Safety Solutions, Inc 440 Middlesex Rd., #101 Tyngsboro, MA 01879 James P. Curran, PE, CIH* Tel: 978-649-2756 Fax: 978-649-5982 Email: jcurran@compuserve.com</p>
<p>GZA Geoenvironmental Inc 380 Harvey Road</p>	<p>H.L. Turner Group 27 Locke Road</p>

<p>Manchester, NH 03103 (603) 623-5000</p>	<p>Concord, New Hampshire Tel. 1-800-305-2289 or (603) 228-1122 Website: http://www.hlturner.com 4 Branches: Harrison, Maine 1-800-439-3446 Burlington, MA 1-800-305-2289 Danville, VT 1-800-631-0710 Londonderry, VT 1-802-824-5616</p>
<p>Hub Testing Laboratory, Inc. [B - 1,2,3,11,13,14] 95 Beaver Street Waltham, MA 02453 Contact: Susan Boyle Tel: (781) 893-8330 Fax: (781) 893-4414 Email: Susan@Hubtesting.com Website: www.Hubtesting.com</p>	<p>M.B. Amster & Associates [C - 2,3,5,7,10,11,12,15,17,19,20,21,23] 44 Prairie Street Concord, MA 01742 Contact: Michael B. Amster P.E., CIH*, CSP, CHMM Tel: (978) 371-1857 Fax: (978) 371-7123 Email: MBA914@aol.com</p>
<p>Mabbett & Associates, Inc 5 Alfred Circle Bedford, MA 01730-2346 Ronald S. Ratney, PhD., CIH* Thomas M. Cronin, CIH* Tel: 781-275-6050 Fax: 781-275-5651 Email: info@mabbett.com Website: www.mabbett.com</p>	<p>OccuHealth, Inc. 44 Wood Ave. Mansfield, MA 02048-1681 Thomas E. Hamilton, CIH*, Rod Dahlstrom, PE Scott Herzog, CIH* Tel: 800-729-1035 Fax: 508-339-2893 Email: email@occuhealth.com Website: www.occuhealth.com</p>
<p>PeopleSafe, Inc. [B - 3,5,7,10,11,15,17,19,20,21,23] 49 Jersey Street Dedham, MA 02026 Contact: Hal Basdekis, MS, CIH*, CSP Tel: (781) 329-7588 Fax: (781) 329-7662 Email: hal@peoplesafe.com Website: www.peoplesafe.com</p>	<p>RPF Associates, Inc. 320 First NH Turnpike Northwood, NH 03261 Dennis Francoeur Jr Roger Francoeur Tel: 603-942-5432 Fax: 603-942-5300 Email: dennisf@airpf.com Website: www.airpf.com</p>
<p>The Scott Lawson Group, Ltd PO Box 3304 Concord, NH 03302 Scott Lawson, CIH* Tel: 603-228-3610 Fax: 603-228-3871 Email: scott@slgl.com Website: www.slgl.com</p>	<p>Tighe & Bond, Inc. [C - 1,3,8,11,14,15,17,19,20,21,23] 53 Southampton Road Westfield, MA 01085 Contact: Mike Matilainen, CIH*, CSP Tel: (413) 562-1600 Fax: (413) 562-5317 Email: info@tighebond.com Website: www.tighebond.com/</p>
<p>URS Corporation 5 Industrial Way Salem, NH 03079 (603) 893-0616</p>	

*CIH indicates that the company has a Certified Industrial Hygienist on staff and is approved to complete the RSA 10B certifications under the NH 'Clean Indoor Air in State Buildings' law. Check your local phonebook under "Environmental Consultants" or "Laboratory -Testing" for other companies who may offer these services.

This list has been provided as a public service and is not to be construed as an endorsement by the NH Department of Health & Human Services of either the quality or scope of services provided. List updated in September 2002.

**EXHIBIT E
SPECIAL PROVISIONS**

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

1. State of New Hampshire
Department of Health and Human Services
Office of Business Operations

Lease Addendum
Special Provisions

- Additional payments may be made to the Landlord by the State as unencumbered payments under this agreement for alterations, renovations and modifications to the subject premises, up to \$1,000 per event, not to exceed a maximum of \$5,000 per year, subject to the mutual agreement of both the Landlord and the State, and without further approval of the Governor and Council for the duration of this lease agreement as indicated in Section 3.1 of the General Provisions.

2. Required Property Management

- Provide assurances that the Landlord will employ and identify a full time professional property manager or management team.
- Provide Tenant with a 24 hour emergency response telephone number and contact person(s).

3. Additional requirements to be provided by the Landlord

- The Landlord will provide 90 parking spaces in the parking lot located at 150 Wakefield street, Rochester, New Hampshire for the exclusive use of the Tenant and will keep that number of spaces free, cleared, and usable. The lighting in said parking lot will be adequate to the Tenant's standards.
- Parking is provided for the Tenant's staff to the rear of the building. Client parking is located at the front of the building. The Landlord is in the design phase of constructing new parking facilities at the Community Center. The construction will provide an increased total number of parking spaces from 239 spaces to 489 spaces and relocate parking for Tenant's staff and clients to better suit the Rochester District Office needs.
- Common Restrooms – As currently configured, the common restrooms are open directly to the corridor and as a result, odors are noticeable in the corridor. To address this concern, the restrooms on the second floor will have doors installed and a deodorizing system will be installed in the restrooms. These improvements will be completed within the next few months by the Landlord.
- Enhancing access to the leased space coincides with the Landlord's desire to improve the Community Center as a whole. The first project is the parking plan. This project was funded in the FY05 Capital Improvement Plan. The Landlord is also working on developing a master plan for the interior of the building. Improvements discussed include installing an additional elevator that meets current ADA standards, better signage to help visitors find the various agencies housed in the Community Center, and generally upgrading the facilities. Renovation to the building would then be funded in a future Capital Improvement Plan.



4. Maintenance and Repair of Broken Glass

- Landlord must replace any and all structurally damaged or broken glass the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement glass within said day, the Landlord must notify the Tenant, in writing prior to the close of business that day, and provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord must remove the damaged or broken glass and secure the opening and/or damaged area to the satisfaction of the Tenant.

5. Maintenance and Repair of HVAC

- Landlord must replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant, in writing prior to the close of business that day, and provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord must provide a back-up source of HVAC to accommodate the Tenant until the deficiency is remedied.

6. Maintenance Operations Communications

- The landlord shall directly communicate and coordinate any and all non-routine (excluding emergency) repairs, replacements and any/all property improvements to the Department via the Bureau of Facilities and Assets Management (BF&AM). Such communication and coordination shall be provided with sufficient advance notice as to allow for effective planning and communication from BF&AM to the affected on-site District Office Manager of Operations and/or the facility's general staff population. Dependent on the scope of the project, BF&AM may require Landlord to provide a graphical Phase Plan and/or a written estimated timeline for the project prior to the project's commencement.

7. Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

- The “List of Parties Excluded From Federal Procurement or Nonprocurement Programs” was reviewed and the Landlord was not on the list (see the attached search results).

8. Operating Expenses

- The Landlord, upon written notification from the Tenant, shall provide the Tenant with the accurate annual utility (including but not limited to heat and electricity), Real Estate taxes and janitorial expenses for the premises. The Landlord shall provide these expenses in writing within 30 days of written notice by the Tenant.





★ Search Menu -
Current Exclusions

- ▶ Name
- ▶ Multiple Names
- ▶ DUNS
- ▶ Agency
- ▶ State/Country
- ▶ Action Dates
- ▶ Termination Dates
- ▶ Exact Name and SSN/TIN
- ▶ CT Code

★ View Cause and Treatment Code Descriptions

- ▶ Reciprocal Codes
- ▶ Procurement Codes
- ▶ Nonprocurement Codes

★ View Agency Contacts

★ Related Links

- ▶ Debar Maintenance
- ▶ Administration
- ▶ Upload Login

★ FAQ

★ Reports Menu

- ▶ Lists Report
- ▶ Supplemental Report
- ▶ Agency Report
- ▶ Supplemental Agency Report
- ▶ State/Country Report
- ▶ Lists Data Report
- ▶ Supplemental Data Report
- ▶ Cause and Treatment Code

★ Archive Menu - Past Exclusions

- ▶ Name
- ▶ Multiple Names

★ Contact Information

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

**Search Results for Parties Excluded
by Partial Name : City of Rochester**

As of 02-May-2005

No records were found matching this criteria.



**LOCAL GOVERNMENT CENTER
PROPERTY LIABILITY TRUST, LLC
P.O. BOX 617
CONCORD, N. H. 03302-0617**

CERTIFICATE OF LIABILITY COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the Member Agreement.

THIS IS TO CERTIFY THAT CITY OF ROCHESTER

IS A PARTICIPATING MEMBER OF THE LOCAL GOVERNMENT CENTER PROPERTY LIABILITY TRUST, LLC A MEMBER AGREEMENT HAS BEEN ISSUED TO THE MEMBER. THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT.

COVERAGE:	Assumption of Liability for third party claims arising out of Bodily Injury, Property Damage or Loss from Wrongful Acts.
MEMBER NUMBER:	<u>017-070199-06</u>
EXPIRATION:	<u>July 1, 2006</u>
LIMITS:	<u>\$2,000,000.</u> each occurrence.
AGGREGATE:	<u>None</u>

Coverage is on a CLAIMS MADE basis

This Certificate is issued for the following purpose:
Proof of Coverage on the Community Center Building located on 150 Wakefield Street, Rochester, NH.

CANCELLATION: Should the Member Agreement be cancelled before the expiration date, the Trust will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Trust.

Name and Address of Certificate Holder: STATE OF NEW HAMPSHIRE HEALTH & HUMAN SERVICES HAZEN DRIVE CONCORD, NH 03302
--

Date Issued: May 25, 2005

LOCAL GOVERNMENT CENTER
PROPERTY LIABILITY TRUST, LLC

By Debra A. Lewis
Authorized Representative

Please direct any inquiries to:
Debra A. Lewis at (603) 226-4481



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

Mark Weir, Chair
Jeffery Marden, Vice Chair
Cheryl L. Killam, Accessibility Specialist

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

Direct Line (603) 271-4177
Email: cheryl.killam@nh.gov
Website: www.state.nh.us/disability/abcommittee

May 13, 2005

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

REQUESTED ACTION

RECOMMENDATION REGARDING LEASE APPROVAL

Lessee: Department of Health & Human Services; Division of Family Assistance; Division for Children, Youth and Families; Office of Child Support; Elderly & Adult Services
Location: 150 Wakefield Street, Suite 22, Rochester, NH 03867
Lessor: City of Rochester, City Hall, 31 Wakefield Street, Rochester, NH 03867
Term: July 1, 2005 – June 30, 2010 with no extensions

The Architectural Barrier-Free Design Committee respectfully recommends that the subject Lease Renewal be approved **with the following conditions:** All renovations submitted to meet these conditions must be done in compliance with Exhibit D and with all applicable codes and regulations within 30 days of the inception date of the lease.

1. **Previous condition from recommendation letter dated September 7, 2000 that has not yet been fully met:** Install a "Van Accessible" sign (as of 5/13/05 per ADAAG 4.6.4 in the Van Accessible parking space).

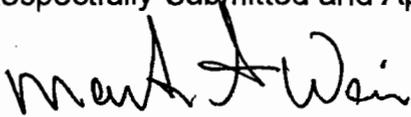
Additional Conditions:

2. Install Raised and Braille Characters on both jambs of the elevator hoistway entrances in compliance with ADAAG 4.10.5 and ANSI-98 407.2.4.
3. Insulate the pipes beneath the accessible sink in the restrooms, in compliance with ADAAG 4.19.4 and ANSI-98 606.6.
4. Lower dispensers in the restrooms, in compliance with ADAAG 4.23.7 and 4.27, and ANSI-98 309.
5. Replace the existing door hardware on the accessible stalls in the restrooms and adjust the speed of the door closer in compliance with ADAAG 4.17.5 and 4.13, and ANSI-98 604.8.3 and 404.

This recommendation is based upon the site-survey completed by and the assurances of the leasing agency's ADA Coordinator that this facility will be accessible upon compliance with the above conditions.

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

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

A handwritten signature in black ink that reads "Mark Weir". The signature is written in a cursive style with a large, stylized initial "M".

Mark Weir, Chairperson

clk

cc: James P. Fredyma, Controller - ADA Coordinator
Leon J. Smith, Jr., Administrator - Facilities and Security Operations
Mary Belec, Administrator, Bureau of Planning and Management

CERTIFICATE FOR MUNICIPALITIES

I, (insert name) Shirley McCrillis, of (insert Municipality name) City of Rochester, Do hereby certify to the following assertions:

- 1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of (insert name of State) New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date:(insert meeting date) 2-7-95

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, (document the title of the official authorizing the contract, and document the name of the individual filling that position) City Manager, Robert D. Steele, on behalf of this Municipality, is authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

- 5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill in the appropriate names of individuals for each titled position)
Municipality Mayor: David Walker
Municipality Clerk: Shirley McCrillis (Acting)
Municipality Treasurer: Brian LeBrun

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) 5/24/05
Clerk/Secretary (signature) Shirley McCrillis
In the State and County of: (State and County names) NEW HAMPSHIRE, STRAFFORD COUNTY

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: N.H., COUNTY OF: Strafford UPON THIS DATE (insert full date) 5-24-05, appeared before me (print full name of notary) Diane J. MOSES, the undersigned officer personally appeared (insert officer's name) Shirley McCrillis who acknowledged him/herself to be (insert title, and the name of municipality) Acting City Clerk, Rochester, N.H. and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission) Diane J. Moses



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

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

DATE: June 17, 2013

SUBJECT: Attached Lease Amendment;
Approval respectfully requested.

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

LESSEE: Department of Health and Human Services, 129 Pleasant Street, Concord NH 03301

LESSOR: City of Rochester, City Hall, 31 Wakefield Street, Rochester, NH 03867

DESCRIPTION: Retroactive Lease Amendment. Approval of the enclosed will retroactively authorize extending the lease for the Department's Rochester District Office which is comprised of 19,750 square feet, located at 150 Wakefield Street, Rochester, NH. This agreement is retroactive and sole source because DHHS had planned on closing this location upon its termination date of June 30, 2013 with all functions to be consolidated with their "Seacoast Office"; a last-minute decision was made however to re-evaluate the matter, causing a subsequent need for the enclosed "hold-over" amendment.

TERM: Twenty four (24) months, July 1, 2013 through June 30, 2015

RENT: The current annual rent remains unchanged: \$275,250.00 which is a combined (office and storage SF) rate of \$13.94 per SF prorated to a monthly rent of \$22,937.50

JANITORIAL: Included in rent

UTILITIES: Included in rent

TOTAL COST: \$550,500.00

PUBLIC NOTICE: Sole source agreement with the current landlord was determined by DHHS to be the most cost effective, viable means of continuing provision of office space in this client service area while they refine and finalize innovation of their business model. DHHS intends to undertake and complete a competitive RFP process prior to entering into any subsequent new or renewal lease.

CLEAN AIR PROVISIONS: No provisions are applicable to the amended term

BARRIER-FREE DESIGN COMMITTEE: No review by Committee required for an amended lease

OTHER: Approval of the enclosed is recommended

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

Reviewed and recommended by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Department of Administrative Services,


Michael Connor, Deputy Commissioner

