



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

1608 Jm

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

May 31, 2017

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

### REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a five year lease agreement with the United States Postal Service, Washington, DC 20260-1862 (Vendor # 177730 B005), for an amount not to exceed \$353,580 which shall provide courtroom and office space for the 2<sup>nd</sup> Circuit – District Division – Littleton comprised of approximately 5,440 square feet located on the 2<sup>nd</sup> floor of the United State Postal Service, 134 Main Street, Littleton, NH 03561 upon Governor and Council approval, for the period effective July 1, 2017 through June 30, 2022. **100% Transfer Funds (transfer from AOC, Rent from Other Agencies).**

Funding is available from account # 01-14-14-141510-20450000, Department of Administrative Services, Bureau of Court Facilities, contingent upon the availability and continued appropriations with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

022-500248 Rent to Owners Non State Space

<u>SFY18</u>	<u>SFY19</u>	<u>SFY20</u>	<u>SFY21</u>	<u>2</u>
\$70,716	\$70,716	\$70,716	\$70,716	\$70,716

### EXPLANATION

Approval of the enclosed five-year lease agreement will authorize the Bureau of Court Facilities to continue renting the premises which provides courtroom and office space for the 2<sup>nd</sup> Circuit – District Division – Littleton located at 134 Main Street, Littleton, NH.

Recently, the USPS completed the installation of a new HVAC building system. USPS has also provided improvements in the courtroom to include the installation of projected beam smoke detectors and upgraded lighting. Additionally, as part of the lease negotiations, the USPS agrees to remediate the lead-containing paint surfaces on the 2<sup>nd</sup> floor of the facility as detailed in Exhibit C of the agreement. As a result of the building improvements, the rate per square foot will increase from approximately \$11.40 to \$13.00, or an annual increase of \$8,700. Although there is an overall rate increase

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
May 31, 2017  
Page 2 of 2

due to facility upgrades, the new proposed rate falls below the average per square foot rate for state leased space which is approximately \$15.00 per/sf.

The rental cost for the premises in each year of the agreement shall be \$70,716 annually or approximately \$13.00 per square foot. This rate includes the provision of all utilities, site maintenance and janitorial services.

The office of the Attorney General has reviewed and approved this agreement.

Respectfully submitted,

  
Joseph B. Bouchard  
Assistant Commissioner

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

**FROM:** Gail L. Rucker, Administrator II  
Department of Administrative Services  
Bureau of Planning and Management

**DATE:** May 31, 2017

**SUBJECT:** Attached Outlease Agreement;  
Approval respectfully requested.

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

**LESSEE:** Department of Administrative Services, Bureau of Court Facilities, 25 Capitol Street,  
Concord, NH 03301

**LESSOR:** United States Postal Service, Washington DC, **20260**

**DESCRIPTION:** Renewal Outlease Agreement. Approval of the enclosed will authorize the space leased for the 2<sup>nd</sup> Circuit-District Division – Littleton Court with a total demise area of 5,440 square feet. This office has been leased from the US Postal Service for 14 years as the states court location in the Littleton area. The current demise space is located on the second floor of the United States Postal Office, 134 Main Street, Littleton, NH. The lease term is for Five (5) years.

**TERM:** Five (5) year, agreement to commence July 1, 2017 and remains in effect until lease expiration date of June 30, 2022 with a renewal option subject to the state's consent to/ or rejection of the renewal, sixty days prior to June 30,2022.

**ANNUAL RENT:** The rental rate of \$13.00 per SF (\$70,716.00) annually, or \$5,893.00 per month. The rent rate will remain unchanged for the Five (5) year term of the lease.

**JANITORIAL:** Included in annual rent

**UTILITIES:** Provision of utilities included in annual rent

**TOTAL TERM (5 Years) COST:** \$353,580.00

**PUBLIC NOTICE:** Sole Source: Court lease renewals are exempt from competitive RFP requirements

**CLEAN AIR PROVISIONS:** Bureau of Court Facilities will be responsible for testing of clean air as it is required.

**BARRIER-FREE DESIGN COMMITTEE:** Approval recommended – conditions per the attached ABFDC letter lease amendment.

**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

  
Gail L. Rucker, Administrator II

Approved by:  
Division of Plant and Property MGMT

  
Stephen Lorentzen, Administrator



# Outlease Agreement

Facility Name/Location	Finance/Sublocation No.	Project Number:
Littleton Main Office	324590-G01	
134 Main St		
Littleton, NH 03561-9998		

THIS OUTLEASE AGREEMENT ("Outlease"), is entered into by and between the **UNITED STATES POSTAL SERVICE**, hereinafter called Lessor, and State of New Hampshire, hereinafter called the Lessee, whose address is Bureau of Court Facilities, 25 Capitol Street, Rm 115, Concord, NH 03301, to use and occupy the property hereinafter described.

THEREFORE, for and in consideration of the rents, covenants and agreements hereinafter contained on the part of Lessee to pay, keep, and perform, Lessor does hereby let and demise unto Lessee and Lessee hereby outleases from Lessor, the following described Premises under the terms and subject to the conditions contained herein:

- Premises:** The Lessor does demise and lease to the Lessee the premises (the "Premises") located in a building (the "Building") having a municipal address of 134 Main St Littleton, NH 03561-9998. The Premises are located on site and the approximate location as described Exhibit "A" attached hereto and incorporated herein. The parties agree that the rentable area of the Premises is 5440 square feet.
- Outlease Term:** The fixed term of this Outlease shall begin on **July 1<sup>st</sup> 2017** ("Outlease Commencement Date"), and ending **June 30<sup>th</sup> 2022**, unless terminated prior thereto pursuant to the terms hereof (hereinafter collectively referred to as "Outlease Term").
- Rental Rate:** Beginning on the Outlease Commencement Date and for each calendar month, Lessee shall pay the Lessor rent, as set out in the schedule below, which shall be due and payable on a monthly basis in advance, without demand or set-off, in the amount of:

3a.

<u>Months</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
07/01/2017 – 06/30/2022	\$5,893	\$70,716

3b.

<u>Renewal</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
07/01/2022-06/30/2024	\$6,188	\$74,256

A security deposit of \$0.00 is due in advance of the Outlease Commencement Date ("Security Deposit") and must be made payable to the "Disbursing Officer, USPS" and submitted to the Contracting Officer along with signed copies of this Outlease. The Lessor shall hold the Security Deposit until the end of the Outlease Term and shall release the same after the Contracting Officer is satisfied in its reasonable discretion that the Lessee is not in default under this Outlease and has restored the Premises in accordance with Sections 9 and 11.

All payments shall be made payable to the "Disbursing Officer, USPS", and shall contain the following identification number: **324590-G01**.

All subsequent rental payments are due and payable on the 1<sup>st</sup> of each month and should be delivered to the Accounting Service Center, US Postal Service, Disbursing Office, P.O. Box 21888, Eagan MN 55121-0888.

- 4. Renewal Option(s):** Lessee may exercise one (1) two-year renewal term, subject to the underlying Outlease Agreement. Lessee must provide written notice to Lessor at least sixty (60) days prior to the end of the current term of its consent to or rejection of the renewal option. Annual rental rates for the Renewal Option period are as stated above in 3b.
- 5. Termination:** Lessor has the right to terminate and reclaim the Premises at no cost or liability to Lessor by providing Lessee 90 days' written notice. Lessee may terminate this agreement solely for non-appropriation of funds upon thirty (30) days written notice to the Lessor.
- 6. Use:** Lessee shall use the Premises exclusively for: The New Hampshire Circuit Court, 2<sup>nd</sup> Circuit – District Division – Littleton. Lessee agrees not to use the Premises in any way which, in the reasonable judgment of the Lessor, poses a hazard to the Lessor, the general public, the Premises or the building in part or whole. Lessee shall use reasonable care in the occupation and use of the Premises.
- 7. Inspection:** Lessee accepts all responsibility to inspect the Premises for patent and latent defects and in entering into this Outlease, Lessee has not been induced by and has not relied upon, any representations, warranties or statements, whether express or implied made by USPS or any agent, employee or other representative of Lessor that are not expressly set forth herein. Instead, Lessee's decision to lease the Premises is based solely on its own examination and inspection of the Premises and agrees to accept same in its 'as is' condition. It is further understood that the Premises are hereby leased to Lessee without any obligation on the part of Lessor to make any additions, improvements or alterations thereto.
- 8. Indemnification.** Lessor shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the leased premises, nor for damages to the property or injuries to the person of Lessee or of others who may be on said premises at Lessee's invitation. Lessee shall be responsible for any and all claims which arise out of Lessee's negligence or willful misconduct in the course of its use or occupation of the premises. Notwithstanding anything to the contrary, all obligations of the State shall be in conformance with the State's obligations not to exceed appropriated funds as set forth in NH RSA 9:19, 9:20.
- 9. Repairs, Alterations and Improvements:** Lessee shall not make any additions, improvements, repairs, or alterations to the Premises without the prior written consent of Lessor in each and every instance. If this provision is violated, Lessee is liable for the cost of removal and restoration, plus applicable administrative cost. In the event the Lessor consents to the Lessee making any additions, improvements, repairs, or alterations to the Premises, Lessee shall remain liable for the cost of removal and restoration in accordance with Paragraph 11 below, plus applicable administrative cost. Lessee acknowledges that the building is historic and that Lessor is thus subject to certain requirements under the National Historical Preservation Act ("NHPA") and approval of the State Historic Preservation Office ("SHPO). Lessor's consent, if granted, for any repairs, alterations or improvements under this Section 9 will be conditioned upon Lessor's ability to satisfactorily comply with various requirements of the NHPA and its implementing regulations, including, without limitation, completion of the process under Section 106 of the regulations implementing the NHPA, which compliance shall be at the sole cost and expense of the Lessee. Such compliance and resulting restrictions, if any, on repairs and/or alterations or improvements, shall not be deemed to be unreasonable withholding, conditioning or delay of consent.

**10. Maintenance:** Lessee shall at its sole cost and expense, maintain in good repair and tenantable condition the Premises: which shall include: 1) interior window coverings; 2) walls; 3) telecommunication services and data services; and 6) Lessee's Alterations. Lessee shall also be responsible for cosmetic repairs including but not limited to repair and replacement of the carpet, wall and window coverings. and painting in the Premises

Lessor shall, except as otherwise specified herein and except for damages resulting from the act or omissions or the negligence of the Lessee, its employees, agents, contractors, licensees, or invitees, maintain in good repair and tenantable condition the Building shell elements which include: the foundation, roof, structure, and base building systems that service the Premises which include the heating, cooling and ventilation for the building ("HVAC"), electrical, plumbing and life safety systems for the Building, and any and all equipment, fixtures, and appurtenances, whether severable or nonseverable, furnished by the Lessor under this Outlease.

**11. Restoration:** Lessee assumes all responsibility and liability to restore the Premises. Upon the expiration, or early termination of this Outlease, Lessee shall at its sole costs and expense (i) vacate the premises, (ii) remove its personal property therefrom, (iii) yield and place Lessor in peaceful possession of the premises, free and clear of any liens, claims or encumbrances caused by Lessee and (iv) restore the premises to a "broom clean" and usable including, without limitation, removing any alterations, improvements or additions Lessee made to the Premises which the Lessor requests Lessee to remove, ordinary wear and tear excepted. In the event Lessee fails to remove its items and restore the Premises then the Lessor shall remove such items and restore the Premises and Lessee shall reimburse Lessor for all costs plus applicable administrative costs.

**12. Sublease and Assignment:** Except with the prior written consent of Lessor, such consent not to be unreasonably withheld, Lessee shall neither transfer nor assign this Outlease or any of its rights hereunder, nor sublet the Premises or any part thereof or any property thereon nor grant any interest, privilege or license whatsoever in connection with this Outlease. In the event the Lessor consents to the subleasing or assignment of this Outlease, Lessee shall remain obligated to (i) pay rent and (ii) perform all other covenants under this Outlease. Notwithstanding anything herein to the contrary, Lessee shall be entitled, without consent of Lessor or Lessee and without triggering any right of Lessor or Lessee to terminate the Lease or this Outlease, to assign Outlease or any interest thereof, or to sublet the Premises or any part thereof, to any subsidiary or affiliate of Lessee, provided Lessee at all times remains liable for the performance of all obligations under this Outlease. The term "affiliate" shall include any corporation or other entity that controls, is controlled by, or is under common control with Lessee.

**13. Taxes and Other Reimbursable Charges:** In the event that a state or local tax is imposed upon the occupancy, use, possession, or leasehold interest of or in the real property herein leased, the obligation for the payment of the tax will be wholly that of the Lessee.

**14. Insurance:**

- a. If the Premises or any part of the Premises is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.
- b. Lessee represents that it is federal, state or local governmental bodies and is self-insured for the purposes of general liability coverage. Lessee shall provide acceptable evidence of such self- insurance prior to Lessor prior to occupancy to satisfy the obligations of this section.

- 15. Utilities:** Except for telephone and/or other telecommunication services, Lessor shall furnish Lessee with all utilities as presently installed.
- 16. Signs:** The Lessee's name and location may be placed on the building or outside of the building, provided any signage so installed is in compliance with all laws and ordinances governing same, and approved in writing by the Lessor. Lessee agrees, at Outlease termination or expiration, to remove any signage so installed and restore any areas impacted by same.
- 17. Entry:** The Lessor reserves the right to enter the leased premises at all reasonable hours to inspect it, show same or to make such repairs, additions or alterations as Lessor considers necessary so long as it does not unreasonably interfere with Lessee's court operations.
- 18. Default:** The occurrence of any one or more of the following events shall constitute a default and breach of this Outlease by Lessee (hereinafter "Event of "Default"): (i) Lessee fails to make any payment of Rent on the Rent Due Date or any other payment required to be made by the Lessee under this Outlease, when due, and such failure shall continue for a period of ten (10) days after Lessor has given Lessee written notice of such failure; or (ii) Lessee abandons the Premises for thirty days or more, or fails to observe or perform any term, covenant, condition or the provisions of this Outlease required to be observed or performed by Lessee, where such failure is not cured to the full satisfaction of the Lessor within 30 days after written notice by the Lessor to Lessee of said failure. Upon such Event of Default by Lessee, the Lessor, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: a) declare this Outlease ended and terminated and may re-enter the Premises and remove all persons or things therefrom, and the Lessee hereby expressly waives all service of any demand or notice prescribed by any law or statute whatsoever; and (b) Lessor may enter the Premises and eject Lessee, forcibly or otherwise, without regard to any law or statute to the contrary, dispose of Lessee's personal property in the Premises as deemed in the best interest of the Lessor, and Lessee shall be liable for such damages as Lessor may incur.
- 19. Quiet Possession:** Lessor covenants and warrants that upon performance by Lessee of its obligations hereunder, Lessor will keep Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the term of this Outlease.
- 20. Recording:** If the property leased is located in a State requiring the recording of leases, the Lessee shall comply with all such statutory requirements at Lessee's expense.
- 21. Notice:** Any notice, or advice to or demand given hereunder shall be in writing, and shall be sent by certified mail with return receipt or express mail with tracking, provided, however, that electronic notice shall be permitted provided that such electronic notice is confirmed by return electronic mail acknowledgement from the recipient and is followed by notice given by one of the other methods listed above. Notice shall be deemed to have been given or made on the day when the notice is deposited in the mail by certified mail/return receipt requested or express mail with tracking or the date of the electronic submission to the following addresses or to such other address as either party may hereafter from time to time specify in writing for such purpose.

If to Lessee: State of New Hampshire  
Bureau of Court Facilities  
25 Capitol St, Rm 115  
Concord, NH 03301

If to Lessor: Sean Ford, Real Estate Specialist  
475 L'Enfant Plaza, SW, Room 6670  
Washington, DC 20260-1862

- 22. No Waiver:** The failure of Lessor to insist in any one or more instance upon performance of any of the terms, covenants, or conditions of this Outlease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition. Lessee's obligation with respect to such future performance shall continue in full force and effect.
- 23. Hazardous/Toxic Conditions Clause:** Lessee must comply with all state and local rules, laws, regulations, ordinances and licensing or permit requirements which affect the environment and physical integrity of the Premises or its surrounding area. If any activity of Lessee involves the storage on premises, shipping to or from the Premises or any use on the premises of any material, chemical or agent that qualifies as a hazardous or toxic substance under federal, state and local regulations or is an unregulated substance that has hazardous characteristics and is used, stored or transported in sufficient quantities to qualify as hazardous material, then all federal, state and local regulations, licensing or permit requirements must be complied with and copies of all licenses, permits or authorizations for their use, shipment, storage or transport must be forwarded to the Contracting Officer as well as copies of any citations or listing of infractions and subsequent corrections by the Lessee. Copies of any changes in any and all licenses or permits must be forwarded to the Contracting Officer. Where more than one rule or regulation applies, the more stringent will apply. If any federal, state or local law, regulation, rule or ordinance requires the filing of periodic reports by the Lessee, it shall be the obligation of Lessee under this Outlease to file a copy of any such periodic report(s) with the Lessor's Contracting Officer at the same time such report(s) is filed with the federal, state or local government or its assignee.

Lessor reserves the right to inspect the premises at any reasonable time to ascertain if any Outlease violations occur. If any contamination, violation or hazardous condition, as reasonably determined by the Contracting Officer, occurs due to the handling, use, storage or transfer by Lessee of any material, whether such contamination, violation or hazardous condition is discovered during the Outlease term or after expiration or termination thereof, Lessee shall be solely responsible for removal or remediation of the hazardous or toxic condition in accordance with federal, state and local regulations and permit requirements. Notwithstanding any other clause in this section or in the Outlease, Lessee shall remove all hazardous material from the Premises at the expiration or termination of the Outlease and provide copies of all permits, notices and manifests required for such removal to Lessor. Lessee's failure to comply with the provisions of this paragraph shall be grounds for termination of this Outlease for default. Receipt by Lessor of notices, reports, or any other information or documentation required herein shall not impose any responsibility on Lessor to supervise the affairs of Lessee nor relieve Lessee of its responsibility to comply fully with all applicable laws and regulations. The rights and remedies of Lessor provided in this clause are in addition to any other rights and remedies which may be available to Lessor by law or under this agreement. Lessee hereby indemnifies Lessor and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense and/or liability, including the cost of defense, resulting from, brought for, or on account of any violation of this clause.

**24. Asbestos Containing Material (ACM):**

For the purposes of this Paragraph 24, "**Asbestos-Containing Material**" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Premises may, or may not, contain ACM. It is Lessee's responsibility to review the [**Asbestos Survey**] a copy of which is attached hereto as Exhibit [D]. Lessee understands and agrees that the Asbestos Survey is provided for informational purposes only. Should Lessee contract for custodial services or any other services (including construction, repairs, etc.), Lessee shall notify its contractor of the existence of ACM, where applicable, and provide its contractor with a copy of any Asbestos Survey. Neither Lessee nor its contractor or any other party is entitled to rely on the accuracy of the Asbestos Survey.

In the event Lessee performs any alteration, repair or work within the Premises and Lessee subsequently discovers or identifies ACM in the Premises, Lessee shall provide written notice to the USPS Contracting Officer within 48 hours of discovery of the ACM. Lessee agrees at Lessee's sole cost and expense to remove and/or abate any friable ACM and to coordinate all work with Lessor. Lessee further agrees to provide Lessor copies of all documents, including sampling, lab work, tests and test results tests related to the ACM and performance of the work.

Any renovation or alteration performed by Lessee impacting or potentially impacting ACM requires the prior written approval of the USPS Contracting Officer and in the event of such approval Lessee shall coordinate all work with the Lessor. In performance of any work that impacts or potentially impacts ACM, Lessee shall comply with all applicable local, state, and federal laws, as well as all USPS requirements, including USPS asbestos policies, plans, management instructions, and environmental policies ("Lessor Asbestos Requirements"). Lessee must keep complete records of all such activity, and transfer them to Lessor at the termination of the Outlease.

Lessee agrees to require its contractor to act only in accordance with Lessor Asbestos Requirements. Should Lessee or any contractor providing services to or at the Premises have any questions or concerns regarding Lessor's Asbestos Requirements, Lessee shall contact Lessor prior to undertaking any action at the Premises.

Lessee shall be responsible for any and all claims, losses, etc. in any way arising out of any work or activity performed related to this Paragraph 24.

- 25. Headings:** The headings used in this Outlease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Outlease.
- 26. Successors:** The provisions of this Outlease shall extend to and be binding upon Lessor and Lessee and their respective legal representatives, successors and assigns.
- 27. Consent:** Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which Lessor's consent is required or desirable under this Outlease.
- 28. Compliance with Laws:** Lessee shall, and shall ensure that its employees, agents, affiliates, representatives and contractors, identify and fully comply with all laws, including, but not limited to, (i) federal, state, municipal and local laws, codes and regulations, (ii) the rules, orders, regulations and requirements of governmental departments and bureaus, and (iii) all codes, laws, ordinances and regulations of any public authority having jurisdiction over the Premises and pertaining to Lessee's use, occupancy and condition of the Premises and all machinery, equipment and furnishings therein (hereinafter "Laws"). Lessee shall use due care in the occupation and use of the Premises. If any permits are required in order to allow Lessee to lawfully improve the Premises and to occupy and conduct its business in the Premises, then Lessee shall obtain and keep current such permits at Lessee's expense and promptly deliver a copy thereof to Lessor.
- 29. Final Agreement:** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
- 30. Governing Law:** This Agreement shall be governed, construed and interpreted by, through and under federal law.
- 31. General Conditions:** This Agreement is subject to the attached General Conditions.
- 32. Parking:** Lessee shall have access to One (1) reserved parking space and one (1) handicapped accessibility parking space, as depicted on Exhibit B attached hereto.

**33. Building Rules & Hours:** Lessee, Lessee's agents, employees, invitees and visitors may use the Premises only for lawful purposes consistent with the requirements of applicable laws, codes and regulations, and shall comply fully with all applicable Rules and Regulations Governing Conduct on Postal Property (Title 39, CFR, Part 232) as attached hereto or subsequently amended.

Access to the Outleased Premises is generally available 7 days a week, 24 hours a day, 365 days per year, subject to change by the Lessor.

Lessee's normal hours of operation are Monday through Friday from 7:30 am to 5:00 pm ("Core Hours").

The parties understand that from time to time and in emergency situations, the Lessor, at its own discretion, may be unable to allow or provide access to the Outleased Premises on a 24 hour a day, 7 day a week, 365 days per year basis, and may be unable to provide advance notice of such. In no event shall Lessor be liable to Lessee, its invitees, or other third parties for any damages or losses based on its failure to provide access to the Outleased Premises on a 24 hour a day, 7 day a week, 365 days per year basis. However, to the extent that Lessor is unable to provide uninterrupted access to the Lessee during its Core Hours, the Lessee may be entitled to a rent abatement that is proportionate to the amount of time during which its access is so interrupted, unless such interruption is due to fire or other casualty, Acts of God, acts of a public enemy, riot or insurrection, vandalism, or other similar events.

**34. Holding Over:** If Lessee occupies the Premises beyond the Outlease Term or any properly exercised Renewal Term, without Lessor's written consent ("Hold Over"), Lessee shall be deemed to occupy the Premises on a month to month basis, terminable by either party on thirty (30) days written notice to the other party and all of the terms and provisions of this Outlease shall be applicable during that period, except that Lessee shall pay Lessor a monthly rental rate equal to one hundred fifty percent (150%) of the monthly rent applicable hereunder at the expiration of the previous Outlease Term or applicable Renewal Term, prorated for the number of days of such holding over. If Lessee refuses to vacate after receiving a notice of termination as provided in this paragraph, Lessee shall be deemed a Lessee at sufferance and Lessor may use self-help, or may institute a forcible detainer or similar action against Lessee or any other party in possession of the Premises, or pursue any other remedy available at law or in equity.

Privacy Act Statement: Your information will be used to process your Outlease Agreement. Collection is authorized by 39 USC 401. Providing the information is voluntary, but if not provided, we may not process your request. We may only disclose your information as follows: in relevant legal proceedings; to law enforcement when the USPS or requesting agency becomes aware of a violation of law; to a congressional office at your request; to entities or individuals under contract with USPS; to entities authorized to perform audits; to labor organizations as required by law; to federal, state, local or foreign government agencies regarding personnel matters; to the Equal Employment Opportunity Commission; to the Merit Systems Protection Board or Office of Special Counsel; to the Department of the Treasury under the Treasury Offset Program computer matching to establish an identity; and to financial institutions or payees to facilitate or resolve issues with payment services. For more information regarding our privacy policies visit [usps.com/privacy-policy](http://usps.com/privacy-policy).

**ADDENDUM – Custodial Services**

- I. The Lessor shall be responsible for the provision of all janitorial services to the premises. Provision of such services shall include:
  - a. Cleaning and re-supply of the rest rooms. Cleaning shall include daily surface cleaning of all sinks and toilet seats, vacuuming the floors, and assuring all rest room "consumables" such as paper towels, toilet paper and soap, are provided in full supply. At least once per week, all rest-room floors and hard surface flooring in any area of the Premises shall be washed clean with a damp mop. At least once per week all rest room mirrors shall be washed clean, and all toilet bowls and urinals shall be cleaned.
  - b. Daily emptying of all trash receptacles and lawfully disposing of all rubbish;
  - c. Cleaning of all Entrances to the Premises. The flooring in this area shall be vacuumed clean at least once per day, or more frequently, if winter "sand and salt" conditions should require it. Any and all hard surface flooring in these areas shall be washed with a damp mop, at least once per day.
  - d. Weekly vacuuming of the entire premises
  - e. Weekly dusting of the premises. dusting shall however exclude the disturbance of any desk or work surfaces with work papers spread out upon them.
  - f. Bi-annual (Twice per year) washing of all windows, and interior surfaces
2. "Janitorial Services" to be provided by the Lessor to include the timely replacement of all expired light fixtures, lamps and/or ballasts throughout the premises.
3. All site and building maintenance, subject to paragraph 7 in the Outlease, to which the Premises are a part shall be the responsibility of the Lessor. Maintenance shall include but not be limited to the timely plowing and/or removal of snow and ice and the provision of sand and/or salt to facilitate slip resistance in all parking walkways and entrances to which the Premises are a part.

**ADDENDUM**

- A. Subject to and in accordance with the Federal Tort Claims Act, 28 U.S.C. § 1346 (b) and § 2671, the Postal Service hereby agrees to save harmless and indemnify the Lessee from all claims, loss, damage, actions, cause of actions expense and/or liability resulting from the use of said property by the Lessee whenever such claim, loss, damage, actions, cause of action, expense and/or liability arises from the negligent or wrongful act or omission by a postal employee while acting within the scope of his or her employment, under circumstances where the Postal Service, if a private person, would be liable in accordance with the law of the place where the negligent or wrongful act or omission occurred. Notwithstanding the above, the Postal Service shall be under no obligation to save harmless and indemnify the Lessee where any negligent or wrongful act or omission by the Lessee, its employees or agents, in any way causes or contributes to the claim, loss, damage, actions, causes of action, expense and/or liability.
- B. It is hereby expressly understood and agreed by the Lessor that the existence and continuance of this Lessee and obligation of the Lessee hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire that are made available for this purpose, and that neither the State nor the Lessee shall be liable for payments under this Agreement except for such funds. In the event that any portion of such funds are terminated, the Lessee, may, at its option, serve thirty (30) days written notice to the Lessor of its intention to cancel the Agreement in whole or in part ("Termination Notice") provided Lessee provides with its Termination Notice evidence sufficient to Lessor in its reasonable discretion funding is not available.
- C. Notwithstanding any provision in the Agreement, in no event does the Lessee waive its sovereign immunity and applicable defense and in no event do the promises in this agreement conflict with the State's obligations under NH RSA 9:19, 9:20 to expend only approved appropriations.

Please see Exhibit C for the scope of work for lead containing paint repair, to be done by USPS.

Here is a summary of the minimum scope of work RPF recommends for industrial hygiene monitoring during lead paint activities such as the scraping of loose and flaking lead paint in the Littleton location. All testing related to the scope of work will be paid for by the tenant as described below

1. Collection of background air and lead in surface dust wipe sampling in the area prior to start of any lead paint related activities to establish baseline/ambient concentrations.
2. Spot inspection at the commencement of lead paint related activities to observe work area preparations, engineering controls and confirm training of personnel performing lead paint related activities. Usually setup air samples during the initial project startup in adjacent areas to document airborne lead concentrations at the onset of activities.
3. Spot visit at the mid-point of the lead paint related activities to document continued compliance with industry standard containment, engineering controls and work practices. At the same time, collect an additional set of area air samples in adjacent areas to document airborne lead concentrations during work.
4. At completion of lead related activities, perform a final visit to conduct a 3<sup>rd</sup> party inspection of the work area to document cleanliness of work area (no accumulation of dust or debris in the work area) along with collection of a final set of area air samples and lead in dust wipe samples within the work area. Post cleaning samples to be compared to the pre-cleaning sample results with a typical clearance criteria of no significant increase in lead in dust concentrations and no lead in air (or at a minimum less than OSHA PEL/Action Level).

Please see Exhibit D for Asbestos Report



Outlease Agreement

EXECUTED BY LESSEE this 15<sup>th</sup> day of June, 2017.

CORPORATION

By executing this Outlease, Lessee certifies that Lessee is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Corporation: State of New Hampshire ; A NH \_\_\_\_\_ Corporation

By: Joseph B. Bouchard Assistant Commissioner  
Print Name & Title

Joseph B. Bouchard  
Signature

Department of Justice, as to form, substance and execution  
Print Name & Title

TAMMY NELSON  
Signature

Lessee's Address: Bureau of Court Facilities, State House Annex  
25 Capitol Street, Room 115  
City: Concord  
State: NH  
Zip + 4: 03301

- Submit to acceptable center

E-mail: tammy.nelson@nh.gov

Lessee's Telephone Number(s): 603 271-7977 FAX: 603 271-7978

Federal Tax Identification No.:

Witness

Witness

- a. Where the Lessee is a corporation, leases and subleases entered into must have the corporate seal affixed or in place thereof the statement that the corporation has no seal.
- b. Where the Lessee is a corporation, municipal corporation, non-profit organization, or fraternal order or society, the Outlease must be accompanied by documentary evidence affirming the authority of the agent, or agents, to execute the Outlease to bind the corporation, municipal corporation, non-profit organization, or fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Outlease. The names and official titles of the officers who are authorized to sign the Outlease must appear in the document.
- c. Any notice to Lessee provided under this Outlease or under any law or regulation must be in writing and submitted to Lessee at the address specified above, or at an address that Lessee has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Outlease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.



**ACCEPTANCE BY THE POSTAL SERVICE**

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

David P. Rouse  
Contracting Officer

\_\_\_\_\_  
Signature of Contracting Officer

Address of Contracting Officer  
475 L'Enfant Plaza, SW, Room 6670, Washington, DC 20260-1862

**Exhibit A**

Exclusive use of Judges' Chamber; Library; Ante Room; Judge's Stenographic Room;  
Room 204 and Room 212, consisting of approximately 5,440 square feet, in the Littleton Main Office,  
134 Main St Ste 100, Littleton, NH 03561-9998

Exhibit B  
Parking

Lessee shall have access to One (1) reserved parking space and one (1) handicapped accessibility parking space

**Rules and Regulations****A. APPLICABILITY**

These rules and regulations apply to all real property under the charge and control of the Postal Service, to all Lessees, tenant agencies, and to all persons entering or on such property. These rules and regulations shall be posted and kept posted at a conspicuous place on all such property.

**B. RECORDING PRESENCE**

Except as otherwise ordered, properties must be closed to the public after normal business hours. Properties also may be closed to the public in emergency situations and at such times as may be necessary for the orderly conduct of business. Admission to properties when such properties are closed to the public may be limited to authorized individuals who may be required to sign the register and display identification documents when requested by security force personnel or other authorized individuals.

**C. GENERAL RESTRICTIONS**

1. *Preservation of Property.* Improperly disposing of rubbish, spitting, creating any hazard to persons or things, throwing articles of any kind from a building, climbing upon the roof or any part of a building, or willfully destroying, damaging, or removing any property or any part thereof, is prohibited.
2. *Conformity with Signs and Directions.* All persons in and on the property shall comply with official signs of a prohibitory or directory nature, and with the directions of security force personnel or other authorized individuals.
3. *Inspection.* Purses, briefcases, and other containers brought into, while on, or being removed from the property are subject to inspection. However, items brought directly to a postal facility's customer mailing acceptance area and deposited in the mail are not subject to inspection, except as provided by section 274 of the Administrative Support Manual. A person arrested for violation of this section may be searched incident to that arrest.

**D. SPECIFIC RESTRICTIONS**

1. *Disturbances.* Disorderly conduct, or conduct which creates loud and unusual noise, or which obstructs the usual use of entrances, foyers, corridors, offices, elevators, stairways, and parking lots, or which otherwise tends to impede or disturb the public employees in the performance of their duties, or which otherwise impedes or disturbs the general public in transacting business or obtaining the services provided on property, is prohibited.
2. *Gambling.* Participating in games for money or other personal property, the operating of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets, is prohibited on postal premises. This prohibition does not apply to the vending or exchange of state lottery tickets at vending facilities operated by licensed blind persons where such lotteries are authorized by state law.
3. *Alcoholic Beverages and Drugs.* A person under the influence of an alcoholic beverage or any drug that has been defined as a "controlled substance" may not enter postal property or operate a motor vehicle on postal property. The possession, sale, or use of any "controlled substance" (except when permitted by law) or the sale or use of any alcoholic beverage (except as authorized by the Postmaster General or designee) on postal premises is prohibited. The term "controlled substance" is defined in section 802 of title 21 U.S.C.
4. *Smoking and Sale of Tobacco Products in Vending Machines.*
  - a. Smoking (defined as having a lighted cigar, cigarette, pipe, or other smoking material) is prohibited in all postal buildings and office space, including public lobbies.
  - b. The sale of tobacco products in vending machines located in or around postal property is prohibited. The distribution of free samples of tobacco products in or around postal property is also prohibited. The term "tobacco product" means cigarettes, cigars, little cigars, pipe tobacco, smokeless tobacco, snuff, and chewing tobacco.

5. *Soliciting, Electioneering, Collecting Debts, Vending, and Advertising.* Soliciting alms and contributions, campaigning for election to any public office, collecting private debts, commercial soliciting and vending, (including but not limited to, the vending of newspapers and other publications), the display or distribution of commercial advertising on postal premises, soliciting signatures on petitions, polls, or surveys (except as otherwise authorized by Postal Service regulations), and impeding ingress to or egress from post offices are prohibited. These prohibitions do not apply to:
  - a. Commercial or nonprofit activities performed under contract with the Postal Service or pursuant to the provisions of the Randolph-Sheppard Act;
  - b. Posting notices on bulletin boards as authorized in POSTAL OPERATIONS MANUAL 221.525;
  - c. The solicitation of Postal Service and other federal military and civilian personnel for contributions by recognized agencies as authorized by the Manual on Fund Raising Within the Federal Service issued under Executive Order 10927 of March 13, 1961.
6. *Leafleting, picketing, etc.* Leafleting, distributing literature, picketing, and demonstrating by members of the public are prohibited in lobbies and other interior areas of postal buildings open to the public. Public assembly and public address, except when conducted or sponsored by the Postal Service, are also prohibited in lobbies and other interior areas of postal buildings open to the public
7. *Voter registration.* Voter registration may be conducted on postal premises only in full accordance with the requirements of 39 CFR 232.1(h)(4).
8. *Placement of furniture, etc.* Except as part of postal activities or activities associated with those permitted under paragraph D.7 above, no tables, chairs, freestanding signs or posters, structures, or furniture of any type may be placed in postal lobbies or on postal walkways, steps, plazas, lawns or landscaped areas, driveways, parking lots, or other exterior spaces.
9. *Depositing Literature.* The depositing or posting of handbills, flyers, pamphlets, signs, posters, placards, or other literature except official postal and other governmental notices and announcements on the grounds, walks, driveways, parking and maneuvering area, exteriors of buildings and other structures, or on the floors, walls, stairs, racks, counters, desks, writing tables, window ledges, or furnishings, in interior public areas on postal premises is prohibited. This prohibition does not apply to:
  - a. Posting notices on bulletin boards as authorized in 221.525, POSTAL OPERATIONS MANUAL.
  - b. Interior space assigned to tenancies for their exclusive use.
10. *Photographs for News, Advertising, or Commercial Purposes.*

Except as prohibited by official signs or the directions of security force personnel or other authorized personnel or a federal court order or rule, photographs for news purposes may be taken in entrances, lobbies, foyers, corridors, or auditoriums when used for public meeting. Other photographs may be taken only with the permission of the local postmaster or installation head.
11. *Dogs and Other Animals.* Dogs and other animals, except those used to assist persons with disabilities, must not be brought upon postal property for other than official purposes.
12. *Vehicular and Pedestrian Traffic*
  - a. Drivers of all vehicles in or on postal premises shall drive in a careful and safe manner at all times and shall comply with signals and directions of security force personnel, other authorized individuals, and all posted traffic signs.
  - b. The blocking of entrances, driveways, walks, loading platforms, or fire hydrants is prohibited.
  - c. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or continuously in excess of 18 hours without permission, or contrary to the direction of posted signs is prohibited.

The section may be supplemented by the postmaster or installation head from time to time by the issuance and posting of specific traffic directives as may be required. When so issued and posted, such directives shall have the same force and effect as if made a part thereof.

13. *Weapons and Explosives.* No person while on postal property shall carry firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, or store the same on postal property, except for official purposes.

**E. NONDISCRIMINATION**

There must be no discrimination by segregation or otherwise against any person or persons because of race, color, religion, national origin, sex, age (persons 40 years of age or older are protected), reprisal (discrimination against a person for having filed or for having participated in the processing of an EEO complaint\_29 CFR 1613.261-262), or physical or mental handicap, in furnishing, or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided on postal property.

**F. PENALTIES AND OTHER LAW**

1. Alleged violations of these rules and regulations are heard and the penalties prescribed herein are imposed, either in a Federal District Court or by a federal magistrate in accordance with applicable court rules. Questions regarding such rules should be directed to the regional counsel for the region involved.
2. To the extent applicable under 39 CFR Part 232, whoever shall be found guilty of violating the rules and regulations in this notice while on property under the charge and control of the Postal Service is subject to fine of not more than \$50 or imprisonment of not more than 30 days or both. Nothing contained in these rules and regulations shall be construed to abrogate any other federal laws or regulations or any state or local laws and regulations applicable to any area in which the property is situated.
3. Members of the U.S. Postal Security Force shall exercise the powers of special policemen provided by 40 U.S.C. 318 and shall be responsible for enforcing the regulations in this notice in a manner that will protect Postal Service property. Postal inspectors, Office of Inspector General Criminal Investigators, and other persons designated by the chief Postal Inspector may likewise enforce regulations in this notice.

**General Conditions****1. Contingent Fees/Brokers**

- a. The Lessee warrants that no person or selling agency has been employed or retained to solicit or obtain this Outlease for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide, established commercial or selling agencies employed by the Lessee for the purpose of obtaining business.
- b. For licensed employees or established commercial brokerage agencies employed by the parties for the purpose of leasing space for a brokerage commission, each party agrees to pay its respective agent a commission in accordance with the respective agreement(s) between the respective party and its agent/broker.
- c. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability or to deduct from the contract price or otherwise recover the full amount of the commission, percentage, brokerage fee, or contingent fee.

**2. Non-Discrimination:** The Lessee agrees that they will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, national origin, sex, age (persons 40 years of age or older are protected), reprisal (discrimination against a person for having filed or for having participated in the processing of an EEO complaint 29 CFR 1613.261-262), or physical or mental handicap, in furnishing, or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided herein.

**3. Relocation:** Lessee acknowledges that it acquires no right by virtue of execution of this Outlease to claim any benefits under Title 39, Code of Federal Regulations, Part 777 (Relocation Assistance and Real Property Acquisition Policies).

**4. Gratuities or Gifts (Clause 1-5: March 2006)**

- a. The Postal Service may terminate this contract for default if, after notice and a hearing, the Postal Service Board of Contract Appeals determines that the Lessee or the Lessee's agent or other representative:
  - i. Offered or gave a gratuity or gift (as defined in 5 CFR 2635) to an officer or employee of the Postal Service; and
  - ii. Intended by the gratuity or gift to obtain a contract or favorable treatment under a contract.
- b. The rights and remedies of the Postal Service provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**5. Incorporation by Reference:** In addition to the foregoing, the following clauses are incorporated in this contract by reference. The text of incorporated terms may be found in the Contract Clauses section of the Postal Service's Supplying Principles and Practices manual, which is accessible on-line or upon request.

Clause 9-7, Equal Opportunity (March 2006)<sup>1</sup>

Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)<sup>2</sup>

Clause 9-14, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (February 2010)<sup>3</sup>

Clause B-9, Claims and Disputes (March 2006)<sup>4</sup> For contracts aggregating payments of \$10,000 or more.

<sup>1</sup>For contracts aggregating payments of \$10,000 or more.

<sup>2</sup>For contracts aggregating payments of \$10,000 or more.

<sup>3</sup>For contracts aggregating payments of \$25,000 or more.

<sup>4</sup> If a court of competent jurisdiction determines that the Contract Disputes Act (CDA) does not apply to this sublease, disputes not resolved through voluntary Alternative Dispute Resolution shall be heard in federal district court; otherwise, such disputes will be heard at the Postal Service Board of Contract Appeals or Court of Federal Claims, consistent with the CDA.

## Exhibit C



Weston Solutions, Inc.  
43 North Main Street  
Concord, NH 03301  
603-656-5400 • Fax 603-656-5401  
www.westonsolutions.com

23 September 2016

Michael J. Rupeikis  
United States Postal Service  
Facilities Engineer  
80 County Road  
Jersey City, NJ 07097

Project No. 20115.003.552

**Re: Lead-Containing Paint Repair, Resurfacing, and Painting  
Littleton Main Office 324590-G01  
134 Main Street, Suite 100  
Littleton, NH 03561-9998  
FSSP Call/Problem: 1791325/2290691**

Submitted via email to: [Michael.J.Rupeikis@usps.gov](mailto:Michael.J.Rupeikis@usps.gov)

Dear Mr. Rupeikis:

Weston Solutions, Inc. (WESTON<sup>®</sup>) is pleased to submit this proposal to the United States Postal Service (USPS) for the following work areas and services at the Littleton Main Office located at 134 Main Street in Littleton, NH:

- Complete the repair and resurfacing of lead-containing paint (LCP) surfaces on the second floor of the facility. The rooms included are the Current Judge's Chambers (Former Room 212), Current Storage Room (Former Judge's Chamber) and Clerk's Office.

### **BACKGROUND**

WESTON has coordinated with the facility Postmaster John Robie and yourself for the preferred approach to address the deteriorating and flaking/peeling LCP on the second floor of the facility as identified on Facilities Single Source Provider (FSSP) Call/Problem 1791325/2290691. WESTON's Scope of Work (SOW) is based on three site visits, our conversations and emails, conversations with the Postmaster, and a review of the USPS *Asbestos and Lead-Based Paint Inspection Report*, and TRC *Asbestos and Lead-Based Paint Survey Report*.

### **SCOPE OF WORK**

The Littleton, NH Main Post Office is an approximately 25,225-square foot (SF) facility constructed in 1934. Deteriorating and flaking/peeling LCP is located on the second floor of the facility. The deteriorating and flaking paint is more wide spread and is caused by previous water leaks and what appears to be improper surface preparation of painting work. A Work Summary,



Mike Rupeikis  
United States Postal Service

-2-

23 September 2016  
Littleton Main Office

Floor Plan, and a Photographic Log of the areas are provided as **Attachments A, B, and C**, respectively.

## **LCP REPAIR, RESURFACING, AND PAINTING**

To address the deteriorating and flaking LCP, WESTON is proposing to remove or repair deteriorated LCP utilizing proper methodologies on select ceilings and walls of the facility, collection/disposal of all debris, and to resurface those removed/repared areas to match the surrounding surfaces. Following the resurfacing of ceilings and walls, the resurfaced areas will be primed, and then the entire ceiling and/or walls in the affected room will be painted.

Air monitoring and clearance sampling are not a requirement for LCP work areas. WESTON will provide containment with negative air pressure during any LCP work to eliminate any dust migration. For all LCP work areas, WESTON will conduct a visual inspection before and after for paint scrapings for clearance. WESTON will provide weekly inspections to verify the work is satisfactory and in compliance, coordinate between the vendor and USPS staff, and ensure the repair activities do not result in potential LCP releases.

All paint will be the approved paints according to the USPS paint specification and applied according to manufacturer's recommendations.

WESTON will manage the LCP work and its subcontractor as required to complete the work in accordance with the requirements of the Occupational Safety and Health Administration (OSHA) Lead in Construction Standard [29 Code of Federal Regulation (CFR) 1926.62], United States Environmental Protection Agency (EPA), the State of New Hampshire, and USPS, and must use lead-safe work practices during the removal of any LCP. All removed paint will be contained and properly disposed of at the completion of the project.

## **REPORT**

Upon completion of the SOW, WESTON will provide USPS with a Project Completion Report, which will include a summary of the work completed and photographs. A copy of the report will be uploaded to the USPS Environmental Tool Kit system.

## **SCHEDULE**

All work activities are scheduled to be completed during normal business hours from 5:00 AM to 7:00 PM Monday through Friday. It is anticipated that ten non-contiguous work days will be necessary to complete all the required work. The work will commence within 3 weeks of USPS Notice to Proceed. The Project Completion Report will be submitted following receipt of all appropriate construction documents.



Mike Rupeikis  
United States Postal Service

-3-

23 September 2016  
Littleton Main Office

## **PROJECT PRICE**

WESTON estimates these LCP repair and restoration work at a Firm Fixed Price/Lump Sum of **\$54,919**. This price includes a **\$5,325** contingency (10%) to be used to respond to any unplanned or unforeseen issues that may arise during the work. WESTON will request USPS authorization prior to using this contingency. At the end of the project, any remaining contingency will be refunded to USPS. This price is based on the anticipated effort required, as described herein. Work will be performed under Contract Number 2CESER-11-B-0007. An eBuy Instruction Sheet is provided in **Attachment D** to assist in entering the Requisition for an On Catalog Order into the system. The eBuy Instruction Sheet has all item numbers with the quantities rounded up per the requirement of the eBuy system.

The project estimate includes all labor, material, equipment, waste handling, transportation, and disposal. All work will be conducted in accordance with Davis Bacon Act using Wage Determination NH160009 07/01/2016 NH9.

## **ASSUMPTIONS**

Several assumptions were made in developing the price to complete this SOW. These assumptions are listed below and, if not valid will constitute a change in scope requiring an adjustment in the overall price:

- Proposal only addresses the LCP repair, resurfacing, and painting in the noted areas.
- All work is planned for normal business hours during weekdays.
- No LCP air sampling and clearance sampling are required other than what is stated in the SOW.
- USPS will provide free and clear access to the work spaces including any necessary barriers or containment during repair and resurfacing work.
- WESTON will provide part time oversight of its contractors.
- USPS will provide a safe location for the staging of materials that will be shipped to the facility in advance of the work.
- Water, electric, and restrooms will be available for use by WESTON and its subcontractors.



Mike Rupeikis  
United States Postal Service

-4-

23 September 2016  
Littleton Main Office

If USPS elects to modify the SOW, WESTON will provide a revised quote for the selected services. WESTON looks forward to assisting USPS with this project. Please feel free to call me at 603-656-5406 to discuss this proposal and cost estimate.

Very truly yours,

WESTON SOLUTIONS, INC.

A handwritten signature in black ink that reads "Tod A. Chase".

Tod A. Chase, LEED AP  
Project Leader

A handwritten signature in black ink that reads "Sean P. Combs".

Sean P. Combs, LEED AP  
Project Manager

TAC:kmc

Attachments:

- Attachment A - Work Summary
- Attachment B - Floor Plan
- Attachment C - Photographic Log
- Attachment D - eBuy Instruction Sheet and Cost Estimate

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**ATTACHMENT A**

**WORK SUMMARY**

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Facility:	Littleton Main Office 324590-G01, Littleton, NH
Call Number:	1791325
Problem ID:	2290691
Area:	2nd floor NH District Court
Description:	Paint is cracking and peeling off ceilings walls.
Issues	Lead-Containing Paint
Solution:	Repair and Restoration
Restoration Work Required	Scrape, plaster, patch cracks, primer, paint affected ceilings and upper wall on 2nd floor.

Floor	Work Area / Room	Size	Level of Occupancy	Work Required	Environmental Concerns	
					ACM	LBP
Second	Clerks Office	540 Ft. Sq. Ceiling - 95 Sq. Ft. Wall (upper white band of wall only)	Daily	Ceiling-30%, Wall-10%_Paint Cracking and flaking due to water damage	NA	Deteriorated paint
	Current Storage Area (Old Judges Chamber)	540 Sq. Ft. Ceiling-50 Sq. Ft. Wall (upper white crown molding on wall only)	Daily	Ceiling-50% Paint cracking and flaking. Some due to water damage.	NA	Deteriorated paint
	Current Judges Chamber (Old Room 212)	593 Sq. Ft. - 95 Sq. Ft. Wall (upper white band of wall only)	Daily	Ceiling - 5%, Wall 5%_Paint Cracking and flaking due to water damage	NA	Deteriorated paint

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**ATTACHMENT B**

**FLOOR PLAN**

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**ATTACHMENT C**

**PHOTOGRAPHIC LOG**

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**PHOTOGRAPHIC LOG**

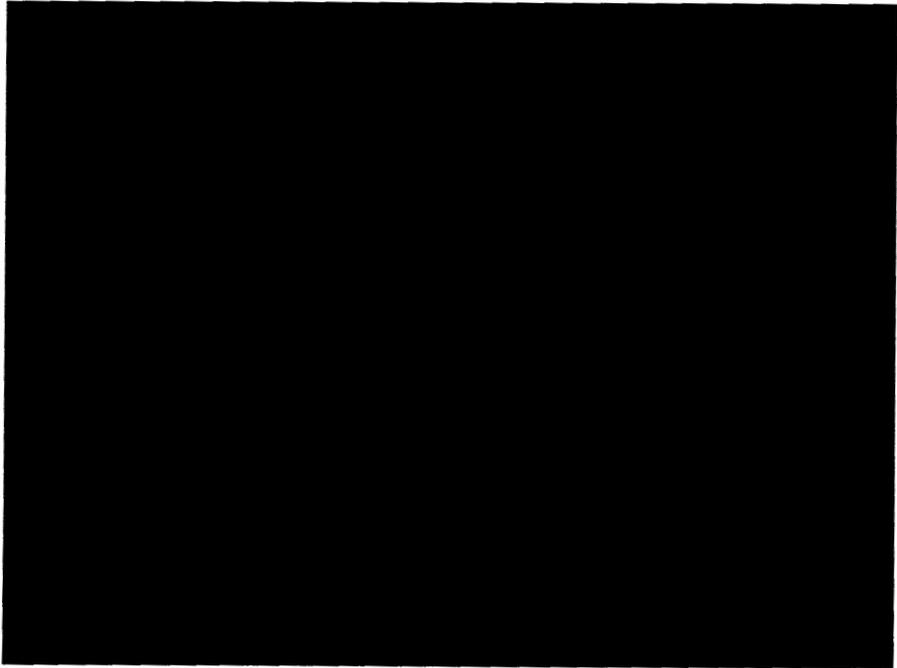
<b>Project Name:</b> Littleton Main Office USPS-Second Floor Lead Paint Repair and Restoration	<b>Site Location:</b> 134 Main Street Littleton, NH 03561	<b>Project No.</b> 20115.003.552
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<b>Photo No.</b> 1	<b>Date:</b> 7/23/2015	
<b>Description:</b>  Clerk's Office Ceiling loose /flaking paint		

<b>Photo No.</b> 2	<b>Date:</b> 7/23/2015	
<b>Description:</b>  Clerk's Office Ceiling loose /flaking paint		

<b>Project Name:</b> Littleton Main Office USPS-Second Floor Lead Paint Repair and Restoration	<b>Site Location:</b> 134 Main Street Littleton, NH 03561	<b>Project No.</b> 20115.003.552
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<b>Photo No.</b> 3	<b>Date:</b> 7/23/2015	
<b>Description:</b>  Former Judge's Chamber and current Storage Room loose /flaking paint		

<b>Photo No.</b> 4	<b>Date:</b> 7/23/2015	
<b>Description:</b>  Former Judge's Chamber and current Storage Room loose /flaking paint		



# PHOTOGRAPHIC LOG

**Project Name:**  
Littleton Main Office USPS-Second Floor  
Lead Paint Repair and Restoration

**Site Location:**  
134 Main Street  
Littleton, NH 03561

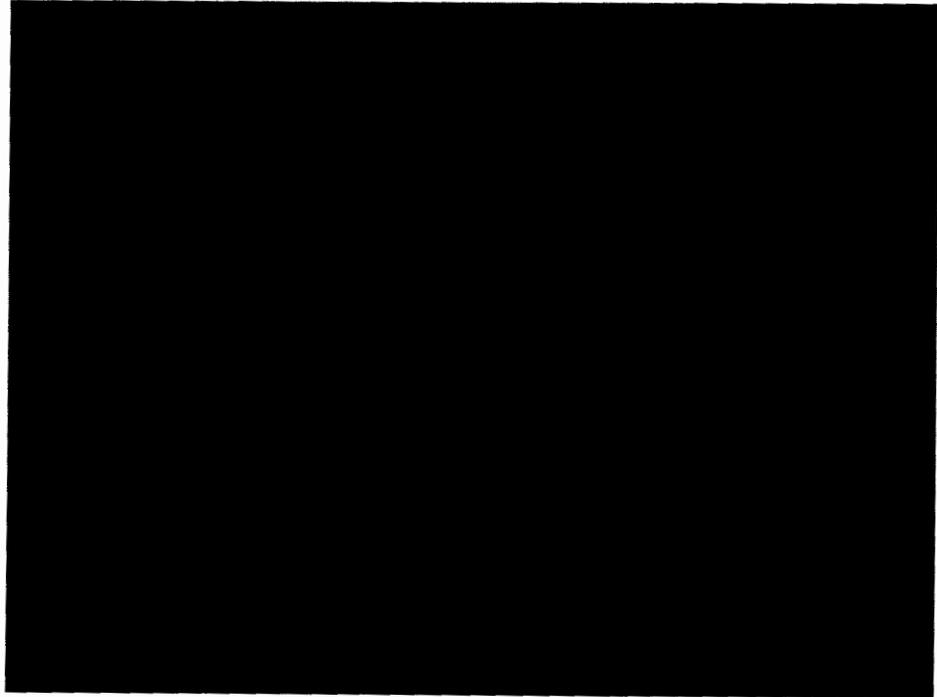
**Project No.**  
20115.003.552

**Photo No.**  
5

**Date:**  
7/23/2015

**Description:**

Former Judge's Chamber  
and current Storage  
Room loose /flaking paint



**Photo No.**  
6

**Date:**  
7/23/2015

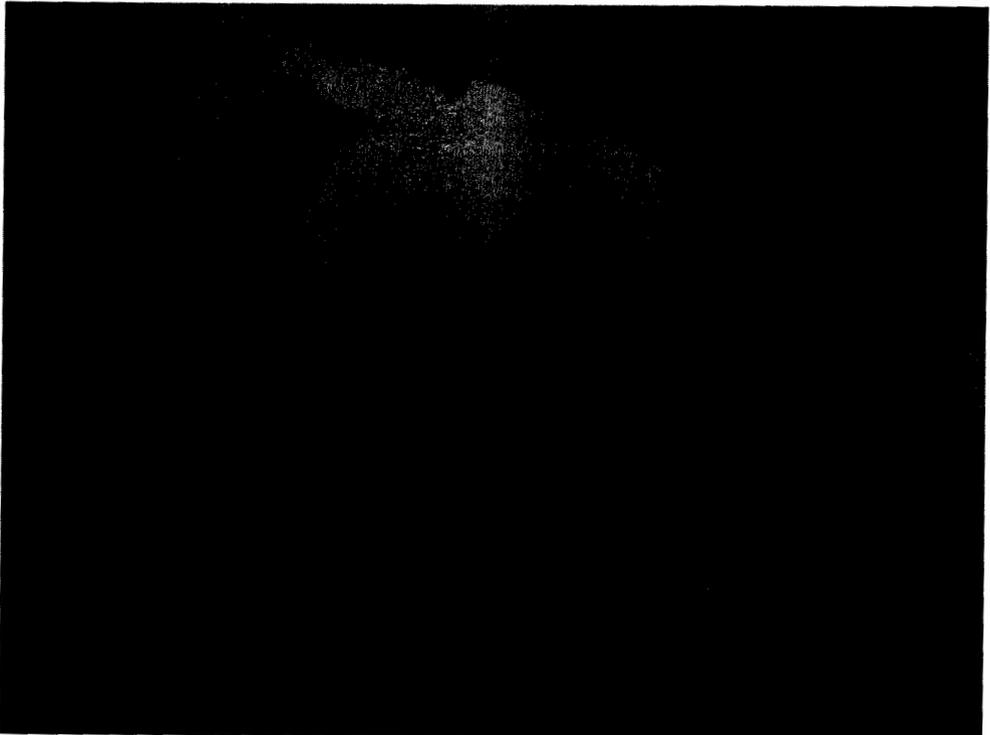
**Description:**

Former Room 212 and  
current Judge's Chamber  
loose /flaking paint



<b>Project Name:</b> Littleton Main Office USPS-Second Floor Lead Paint Repair and Restoration	<b>Site Location:</b> 134 Main Street Littleton, NH 03561	<b>Project No.</b> 20115.003.552
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<b>Photo No.</b> 7	<b>Date:</b> 7/23/2015	
<b>Description:</b>  Former Room 212 and current Judge's Chamber loose /flaking paint		

<b>Photo No.</b> 8	<b>Date:</b> 7/23/2015	
<b>Description:</b>  Former Room 212 and current Judge's Chamber loose /flaking paint		

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**ATTACHMENT D**

**EBUY INSTRUCTION SHEET AND COST ESTIMATE**

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**eBuy2 PURCHASE ORDER COVER SHEET & INSTRUCTIONS**

Supplier Name:	Weston Solutions, Inc.	Information to Enter for:	<u>Littleton Main Office, NH - LCP Repair and Resurfacing</u>
Supplier Proposal No:	127376	ON Catalog eBuy2 Requisition	
PID No.:	N/A as none provided	Firm Fixed Price	
Contract No.:	2CESER-11-B-0007		
Period of Performance:	Estimated 60 days or less		
USPS Point of Contact, Location and Phone No.:	Mike Rupelkis; michael.j.rupekis@usps.gov; 201-714-7236		

**Please enter the shaded information below in to your eBuy2 Requisition to create a Purchase Order (Disregard Item Numbers with a QTY of "0".)**

- Step 1: Log in to eBuy2. Click on "Search Binoculars" to create the ON CATALOG ORDER
- Step 2: Enter each Item number below into the search field and click "Go"
- Step 3: The items will be displayed, enter the Quantity shown below and click on "Add Items to Request"
- Step 4: Repeat this process for each of the item numbers listed below.
- Step 5: Once you have finished adding items, click on the "Shopping Cart" at the top of the page and review for completeness.

Item Number	QTY	General Description:
WSPN07_SER	1	Asbestos and Lead - All Services
WSPN07_SER	15320	Prime Labor Category Total -- QTY= Total Dollar Amount
WSPN07_SER	36700	Subcontractor Total -- QTY= Total Dollar Amount
WSPN07_SER	2321	Administrative Fee -- QTY= Total Dollar Amount
WSPN07_SER	1488	Prime Travel -- QTY= Total Dollar Amount
WSPN07_SER	80	Other Direct Costs Approved (ODCs) -- QTY= Total Dollar Amount

Your Proposed Grand Total (Rounded-up) =	64,919	Contingency Value =	5325
Actual Grand Total =	49,594		



United States Postal Service



Price Proposal

<b>Contract No.</b> 2CESER-11-B-0007	<b>Task Order Manager</b>	<b>Base Period</b> Year 1 & 2 Rates	<b>Proposal No.</b> 127376	<b>Date</b> 23-Sep-16
<b>Work Description</b> Littleton Main Office, NH - LCP Repair and Resurfacing		<b>Facility Location</b> Littleton Main Office 134 Main Street Suite 100 Littleton, NH 03561-9998		
				<b>Amount</b>
Labor				\$15,319.80
External Expense				\$39,571.75
Internal Expense				\$26.00
<b>Task Order Total</b>				<b>\$54,917.55</b>
Weston Solutions, Inc.				



**United States Postal Service**

**Labor Price Proposal Page**

<b>Contract No.</b> 2CESER-11-B-0007	<b>Task Order Manager</b>	<b>Base Period</b> Year 1 & 2 Rates	<b>Proposal No.</b> 127376	<b>Date</b> 23-Sep-16
<b>Work Description</b> Littleton Main Office, NH - LCP Repair and Resurfacing		<b>Facility Location</b> Littleton Main Office 134 Main Street Suite 100 Littleton, NH 03561-9998		
		<b>Rate</b>	<b>No. of Hours</b>	<b>Amount</b>
Project Director		\$129.99	2	\$259.98
Project Manager		\$105.79	52	\$5,501.08
Project Engineer		\$94.03	0	\$0.00
Associate Engineer		\$68.41	0	\$0.00
Project Scientist		\$94.03	0	\$0.00
Associate Scientist		\$60.83	0	\$0.00
Project Biologist		\$77.32	0	\$0.00
Associate Biologist		\$55.34	0	\$0.00
Project Chemist		\$94.23	0	\$0.00
Associate Chemist		\$61.62	0	\$0.00
Geologist/Hydrogeologist		\$82.71	0	\$0.00
Associate Geologist/Hydrogeologist		\$56.84	0	\$0.00
Project Health Physicist		\$99.00	0	\$0.00
Associate Health Physicist		\$79.02	0	\$0.00
Project Industrial Hygienist		\$108.00	0	\$0.00
Associate Industrial Hygienist		\$67.36	0	\$0.00
Senior Health and Safety Officer		\$84.50	10	\$845.00
Associate Health and Safety Officer		\$66.91	0	\$0.00
Project Toxicologist/Risk Assessor		\$104.00	0	\$0.00
Associate Toxicologist/Risk Assessor		\$79.02	0	\$0.00
Hazardous Waste Specialist		\$72.50	0	\$0.00
Project Information Technology Manager		\$90.00	4	\$360.00
Information Technology Specialist		\$63.00	4	\$252.00
Database/Information Specialist		\$48.93	0	\$0.00
CAD/GIS Mapping Specialist		\$53.63	0	\$0.00
Project Supervisor		\$83.21	94	\$7,821.74
Project Foreman		\$68.25	0	\$0.00
Senior Technician		\$61.00	0	\$0.00
Associate Technician		\$48.17	0	\$0.00
#23440 - Heavy Equipment Operator		\$55.06	0	\$0.00
#23470 - Laborer		\$36.00	0	\$0.00
#29090 - Environmental Technician		\$50.80	0	\$0.00
#31010 - Airplane Pilot		\$56.75	0	\$0.00
#31361 - Truckdriver, Light Truck		\$44.65	0	\$0.00
#31362 - Truckdriver, Medium Truck		\$51.21	0	\$0.00
#31363 - Truckdriver, Heavy Truck		\$51.21	0	\$0.00
Word Processor II		\$35.00	8	\$280.00
<b>Subtotal Labor</b>			<b>174</b>	<b>\$15,319.80</b>
Weston Solutions, Inc.				



**United States Postal Service**

**External Expense Price Proposal**

<b>Contract No.</b> 2CESER-11-B-0007	<b>Task Order Manager</b>	<b>Base Period</b> Year 1 & 2 Rates	<b>Proposal No.</b> 127376	<b>Date</b> 23-Sep-16
<b>Work Description</b> Littleton Main Office, NH - LCP Repair and Resurfacing		<b>Facility Location</b> Littleton Main Office 134 Main Street Suite 100 Littleton, NH 03561-9998		
<b>External Expense Category</b>	<b>Units</b>	<b>Rate</b>	<b>Admin fee</b>	<b>Amount</b>
Miscellaneous Supplies	1	\$ 50.00	1.065	\$53.25
<b>Subcontracted Services</b>	<b>Units</b>	<b>Rate</b>	<b>Admin fee</b>	<b>Amount</b>
LBP Repair and Resurfacing	n/a	\$ 30,700.00	1.065	\$32,695.50
Out of scope services	n/a	\$ 5,000.00	1.065	\$5,325.00
<b>Project Travel Costs (no markup)</b>	<b>Units</b>	<b>Rate</b>	<b>Admin fee</b>	<b>Amount</b>
Per Diem	2	\$ 56.00	1.000	\$112.00
Per Diem	8	\$ 42.00	1.000	\$336.00
Lodging	2	\$ 170.00	1.000	\$340.00
Car Rental	10	\$ 55.00	1.000	\$550.00
Fuel for Rental	64	\$ 2.50	1.000	\$160.00
<b>Subtotal External Services</b>				<b>\$39,571.75</b>
Weston Solutions, Inc.				



United States Postal Service

Internal Expense Price Proposal

<b>Contract No.</b> 2CE8ER-11-B-0007	<b>Task Order Manager</b>	<b>Base Period</b> Year 1 & 2 Rates	<b>Proposal No.</b> 127376	<b>Date</b> 23-Sep-16
<b>Work Description</b> Littleton Main Office, NH - LCP Repair and Resurfacing		<b>Facility Location</b> Littleton Main Office 134 Main Street Suite 100 Littleton, NH 03561-9998		
<b>Internal Expense Category</b>	<b>Units</b>	<b>Rate</b>	<b>Amount</b>	
Copying	200	0.13	\$26.00	
<b>Subtotal Internals</b>			<b>\$26.00</b>	
Weston Solutions, Inc.				



Weston Solutions, Inc.  
Suite 3B  
124 Hebron Avenue  
Glastonbury, CT 06033  
860-368-3200 • Fax 860-368-3201  
www.westonsolutions.com

**The Trusted Integrator for Sustainable Solutions**

6 April 2015

Michael Rupeikis  
Facilities Engineer  
United States Postal Service  
80 County Road  
Jersey City, NJ 07097-9800

**Re: Littleton, NH Main Post Office – Asbestos Containing Material Investigation**

Dear Mr. Rupeikis:

Weston Solutions, Inc. (WESTON®) is pleased to submit this Letter Report to the United States Postal Service (USPS) detailing the asbestos sampling of carpet mastic and floor tile at the Littleton Main Post Office located 134 East Main Street in Littleton, NH 03561-9998.

**BACKGROUND**

This Letter Report is in response to your request on 20 March 2014 for WESTON to sample and determine if carpet mastic and any materials that could potentially be damaged during the carpet removal are asbestos-containing materials.

**ACM SAMPLING AND RESULTS**

WESTON's subcontractor, Axiom Environmental Engineers, conducted a site visit on 24 March 2014 and collected ten bulk samples from five sources of carpet mastic and tile in Rooms 300, 304, 310 and in the hallway near Room 307. These samples are associated with like materials identified in Rooms 300, 302, 304, 306, 307, 308, and 310. All samples were submitted to EMSL Analytical (EMSL), Inc., of Woburn, MA for asbestos mineral type and content using polarized light microscopy (PLM) in conjunction with dispensation staining. Results indicated that asbestos was not present in detectable concentrations in all samples. A summary report with results and site photographs is provided in **Attachment A**.

**SUMMARY AND RECOMMENDATIONS**

Results of the analysis indicate that the three types of carpet mastic on the black 9"x 9" floor tile in Rooms 300, 302, 304, 306, 307, 308, and 310 are asbestos-containing materials (>1% asbestos) and the black 9"x 9" tile are asbestos contaminated (<1% asbestos). The gold carpet mastic at the end of the hall between Room 307 and 310 is asbestos free requiring no regulatory requirements for removal or disposal of the carpeting.

Please feel free to call me at (860) 368-3214 if you would like to discuss this sampling event and results.

Sincerely,  
WESTON SOLUTIONS, INC.

A handwritten signature in black ink, appearing to be "C. King", written over a white background.

Senior Project Manager



**MAIN OFFICE:**

545 Salem Street  
 Wakefield, Massachusetts 01880  
 (781) 213-9198  
 (781) 213-6992 Fax

**BRANCH OFFICES:**

46 Watergate Lane  
 W Barnstable, Massachusetts 02668  
 (508) 746-5218  
 (508) 732-0281 Fax

10 Diamond Drive  
 Derry, New Hampshire 03038  
 (603) 434-5245  
 (603) 434-5172 Fax

[www.axiomenv.com](http://www.axiomenv.com)

April 2, 2015

Mr. Erin D. Kinney, PMP  
 Weston Solutions, Inc.  
 124 Hebron Ave Suite 3B  
 Glastonbury, CT 06033

Project Number 1165.014

RE: Bulk Sampling of Building Materials for Asbestos-Content, Littleton Post Office 134 Main Street, Littleton, NH 03561

Dear Mr. Kinney:

Axiom Partners, Inc. (AXIOM) was retained to sample suspect flooring materials for asbestos content from the third floor in the post office at the address referenced above. AXIOM's experienced, EPA accredited and New Hampshire AHERA-licensed Asbestos Inspector Peter A. Del Sett Jr., (NH License #AI 000348) performed this sampling on March 27, 2015.

AXIOM collected ten (10) bulk samples of flooring materials. All samples were analyzed for asbestos mineral type and content using polarized light microscopy (PLM) in conjunction with dispensation staining. All asbestos samples were analyzed by EMSL Analytical (EMSL), Inc., of Woburn, MA.

EMSL Woburn is accredited for asbestos bulk sample analysis under the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology (NIST), NVLAP Lab Code 101147-0. Bulk samples were analyzed for asbestos content using EPA Method 600/R-93/116 Method for the Determination of Asbestos in Bulk Building Materials.

The entire inventory of collected samples may not have required analysis. Initially, one sample per material was analyzed. If the first sample was found to contain asbestos, the remaining samples were not analyzed (*Positive Stop* protocol). If the first sample was determined not to contain asbestos, however, the remaining samples were analyzed until >1% asbestos was detected or until the entire sample set was analyzed.

Materials containing greater than one percent asbestos are considered "asbestos-containing" under both federal and state regulations. Three of the samples collected during this site visit were found to contain asbestos in regulated quantities. Two samples were found to have trace (<1%) asbestos and two were found not to contain asbestos. The laboratory analysis results are summarized in the table below.

SAMPLE NUMBER	MATERIAL	LOCATION	ANALYSIS RESULTS <sup>1</sup>
032715-09-01A	Mastic on Tile Under Carpet	Room 310	6% CHR.
032715-09-01B	Mastic on Tile Under Carpet	Room 300	SNA
032715-09-02A	Tile Under Carpet	Room 310	<1% CHR.
032715-09-02B	Tile Under Carpet	Room 310	<1% CHR.
032715-09-03A	Remnant Black Mastic On Top of Tile	Room 310	6% CHR.
032715-09-03B	Remnant Black Mastic On Top of Tile	Room 300	SNA
032715-09-04A	Brown Carpet Mastic	Room 310	4% CHR.

<sup>1</sup> CHR. = Chrysotile Asbestos; SNA = Sample Not Analyzed; NAD = No Asbestos Detected

Mr. Erin D. Kinney PMP  
Bulk Sampling of Building Materials for Asbestos Content  
Littleton Post Office, 134 Main Street, Littleton, NH

032715-09-04B	Brown Carpet Mastic	Room 304	SNA
032715-09-05A	Gold Carpet Mastic	Hall at Room 307	NAD
032715-09-05B	Gold Carpet Mastic	Hall at Room 307	NAD

Asbestos-containing mastic was found on the 9" x 9" black floor tile under the carpet in Rooms 300, 302, 304, 306, 308, 310 and 307. Asbestos was also detected in remnant mastic on top of the 9" x 9" tile and in the brown carpet mastic. Although the tiles were found to be less than 1% asbestos, they are considered asbestos contaminated and must be disposed of as asbestos waste if abated. No asbestos was detected in the gold carpet mastic at the end of the hall between Rooms 310 and 307. The laboratory chain-of-custody forms and analytical results are attached.

#### DISCUSSIONS AND RECOMMENDATIONS

ACMs were commonly incorporated into structures built prior to 1982. The presence of ACMs does not necessarily imply that building occupants will experience any health hazards. Most misconceptions about ACMs and the potential for increased health risk are a result of poorly presented information and the general public's anxiety arising from a misunderstanding of such information. In addition, no regulations exist which require removal from buildings in use.

#### TERMS AND CONDITIONS

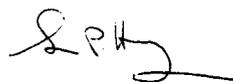
AXIOM sampled specific building material that have been previously sampled. A potential does exist that other Asbestos-Containing Materials (ACMs) may be present in this area. Federal and State regulations require that for buildings to be demolished, or in areas of a building that will be demolished through renovation, asbestos materials must be removed prior to the work. Abatement of identified ACMs should be performed by New Hampshire licensed asbestos abatement contractor.

As the scope of this survey was limited and AXIOM recommends that if renovations are to be performed outside the areas that were sampled, additional sampling be performed. If you have any questions or need additional information please do not hesitate to call.

Sincerely,



Peter A. Del Sette, Jr  
Assistant Project Manager



Sean Hurley  
Project Manager

Attachments: Asbestos Laboratory Analysis Report, Chain of Custody and Photo Page

**EMSL Analytical, Inc.**

7 Constitution Way, Suite 107, Woburn, MA 01801  
 Phone/Fax: (781) 933-8411 / (781) 933-8412  
<http://www.EMSL.com> [bostonlab@emsi.com](mailto:bostonlab@emsi.com)

EMSL Order: 131501514  
 CustomerID: AXIO80  
 CustomerPO:  
 ProjectID:

Attn: **Peter A. Del Sette, Jr.**  
**Axiom Partners, Inc.**  
**545 Salem Street**  
**Wakefield, MA 01880**

Phone: (781) 213-9198  
 Fax: (781) 213-6992  
 Received: 03/30/15 8:30 AM  
 Analysis Date: 3/31/2015  
 Collected: 3/27/2015

Project: **01164.104 / Littleton Post Office; 143 Main Street; Littleton, MA**

### Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
032715-09-01A 131501514-0001	Room 310 - Mastic on Tile under Carpet	Black Non-Fibrous Homogeneous		94% Non-fibrous (other)	6% Chrysotile
032715-09-01B 131501514-0002	Room 300 - Mastic on Tile under Carpet				Stop Positive (Not Analyzed)
032715-09-02A 131501514-0003	Room 310 - Tile under Carpet	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	<1% Chrysotile
032715-09-02B 131501514-0004	Room 310 - Tile under Carpet	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	<1% Chrysotile
032715-09-03A 131501514-0005	Room 310 - Remnant Black Mastic on Top of Tile	Black Non-Fibrous Homogeneous		94% Non-fibrous (other)	6% Chrysotile
032715-09-03B 131501514-0006	Room 300 - Remnant Black Mastic on Top of Tile				Stop Positive (Not Analyzed)
032715-09-04A 131501514-0007	Room 310 - Brown Carpet Mastic	Brown Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
032715-09-04B 131501514-0008	Room 304 - Brown Carpet Mastic				Stop Positive (Not Analyzed)

Analyst(s)  
 Alexander Maxinoski (5)  
 Kevin Pine (2)

  
 Steve Grise, Laboratory Manager  
 or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%  
 Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI AAL-107T3 and VT AL357102

Initial report from 03/31/2015 17:56:46



# EMSL Analytical, Inc.

7 Constitution Way, Suite 107, Woburn, MA 01801  
Phone/Fax (781) 933-8411 / (781) 933-8412  
<http://www.EMSL.com> [bostonlab@emsl.com](mailto:bostonlab@emsl.com)

EMSL Order: 131501514  
CustomerID: AXIO80  
CustomerPO:  
ProjectID:

Attn: **Peter A. Del Sette, Jr.**  
**Axiom Partners, Inc.**  
**545 Salem Street**  
**Wakefield, MA 01880**

Phone: (781) 213-9198  
Fax: (781) 213-6992  
Received: 03/30/15 8:30 AM  
Analysis Date: 3/31/2015  
Collected: 3/27/2015

Project: **01164.104 / Littleton Post Office; 143 Main Street; Littleton, MA**

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
032715-09-05A 131501514-0009	Hall at Room 307 - Gold Carpet Mastic	Gold Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
032715-09-05B 131501514-0010	Hall at Room 307 - Gold Carpet Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

Alexander Maxinoski (5)  
Kevin Pine (2)

Steve Grise, Laboratory Manager  
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%  
Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI AAL-107T3 and VT AL357102

Initial report from 03/31/2015 17:56:46



AXIOM PARTNERS  
979 MAIN STREET  
WAKEFIELD, MA 01880  
PHONE: 781.213.9198  
FAX: 781.213.6992

LABORATORY ORDER #:  
**131501514**  
Sample(s) received in good condition? [Y] [N]  
Discernable field blank submitted? [Y] [N]

**Asbestos Analysis - Chain of Custody Form**

Sampled by: Peter A. Del Sette, Jr. Date Collected: 03-27-15  
Project Name: Asbestos-Containing Materials Sampling  
Project Site: Littleton Post Office, 143 Main Street, Littleton, MA  
Project ID/Number: 01164.104  
Special Lab Instructions: Positive stop unless otherwise noted; email results to [pdelsette@axiomenv.com](mailto:pdelsette@axiomenv.com) and [shurley@axiomenv.com](mailto:shurley@axiomenv.com)

TURNAROUND TIME - If turnaround time is not chosen standard turnaround time applies (6 + Days)

3 Hours  6 Hours  12 Hours  24 Hours  48 Hours  72 Hours  4 Days  5 Days  6-10 Days

TYPE OF ASBESTOS ANALYSIS: EPA 600/R-93/116 Using NY State Protocols

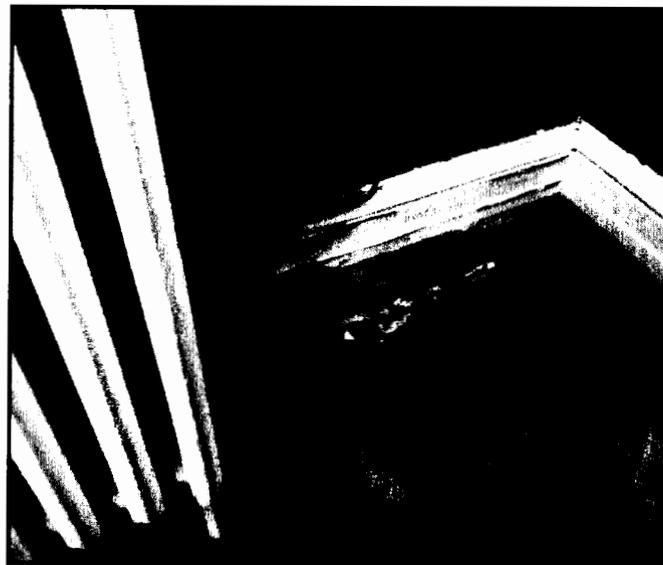
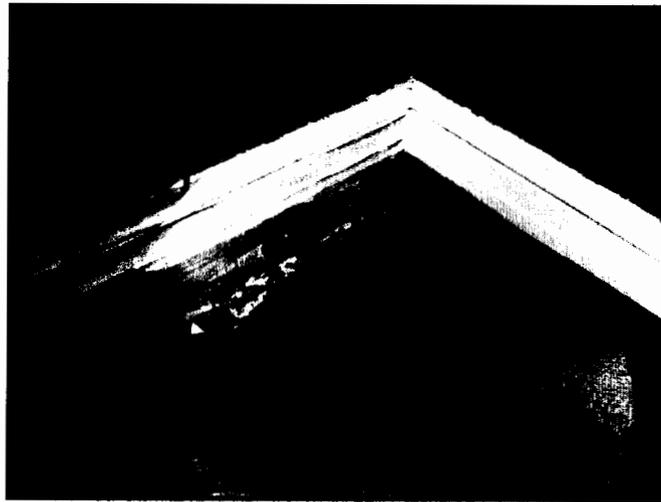
SAMPLE NO.	SAMPLE DESCRIPTION	SAMPLE LOCATION
1 032715-09-01A	Mastic on Tile Under Carpet	Room 310
2 032715-09-01B	Mastic on Tile Under Carpet	Room 300
3 032715-09-02A	Tile Under Carpet	Room 310
4 032715-09-02B	Tile Under Carpet	Room 310
5 032715-09-03A	Remnant Black Mastic On Top of Tile	Room 310
6 032715-09-03B	Remnant Black Mastic On Top of Tile	Room 300
7 032715-09-04A	Brown Carpet Mastic	Room 310
8 032715-09-04B	Brown Carpet Mastic	Room 304
9 032715-09-05A	Gold Carpet Mastic	Hall at Room 307
10 032715-09-05B	Gold Carpet Mastic	Hall at Room 307

Relinquished: Peter A. Del Sette, Jr. Date: 03-27-2015 Time: \_\_\_\_\_  
Received: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

RECEIVED  
MAR 30 2015  
By JA 0830 *walkin*



**Front Exterior of Littleton, New Hampshire Post Office**



**Black 9" x 9" Tile with Asbestos-Containing Mastic under Carpet in Room 300**



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

**"Removing Barriers to Equality"**



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

**To: Bureau of Courts, Department of Administrative Services**

**Date: Tuesday, April 18, 2017**

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

---

**Location:** Littleton District Court  
134 Main Street, Littleton NH 03561

**Term:** 5 Years: July 1, 2017 through June 30, 2022

**Lessee:** State of New Hampshire

**Lessor:** United States Postal Service

In accordance with the New Hampshire Code of Administrative Rules, codified in Adm. 610.16 (e) (3), the Governor's Commission on Disability's (GCD) Architectural Barrier Free-Design Committee (ABFDC) has opined that the location referenced above and referred to herein, meets or will meet barrier free requirements, subject to the conditions listed below. The subject lease was reviewed during the ABFDC's April 18, 2017 meeting.

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

Upon completion, all renovations specified in the Lease agreement any supportive Design-Build Specifications and drawings or sketches; including but not limited to EXHIBIT B, and parking schematics; demonstrated at the ABFDC meeting on April 18, 2017, must comply with the provisions set forth in this letter and with the applicable New Hampshire Code for Barrier-Free Design. Although no comment or opinion is expressed regarding the New Hampshire State Building Code and the New Hampshire State Fire Code, and/or any other code; it is highly recommended, when applicable, relevant documentation be submitted to the local or State authority having jurisdiction, for any necessary approvals.

The Governor's Commission on Disability and/or the Architectural Barrier Free Design Committee cannot survey all state leased properties for compliance with the New Hampshire Code for Barrier Free Design or for compliance with the conditions stated in this Letter of Opinion. However, as a safeguard for the State of New Hampshire, for the citizens of New Hampshire, and to ensure access for persons with disabilities; random surveys may be performed on an as needed basis for compliance regarding accessibility.

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

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

Respectfully submitted and approved by the **Architectural Barrier-Free Design Committee** on this day of **Tuesday, April 18, 2017**.


Eric Brand, Chair  
Architectural Barrier Free Design Committee

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

**EXHIBIT A - CONDITIONS:**

1. *The Bureau of Courts will use a mobile witness stand as needed. Proof of completion is to be provided in the form of pictures from the agency to the Governor's Commission on Disability by June 20, 2017.*

**EXHIBIT B**

NONE



**Vicki V. Quiram**  
Commissioner  
(603) 271-3201

# STATE OF NEW HAMPSHIRE

Department of Administrative Services  
**RISK MANAGEMENT UNIT**  
State House Annex – Room 412  
25 Capitol St.  
Concord NH 03301

**Catherine A. Keane**  
Director  
(603) 271-3180

November 1, 2016

RE: The State of New Hampshire's Self-Insurance Program and Automobile Liability Insurance Coverage

To Whom it May Concern:

The purpose of this letter is to describe the State of New Hampshire's self-insurance program and fleet liability insurance coverage. This letter may be presented to individuals requesting information about the State's general liability self-insurance program, workers' compensation self-insurance program, or automobile liability insurance coverage.

### **General Liability Self-Insurance Program**

The State of New Hampshire (State) does not maintain liability insurance coverage for the general operations of its agencies. Instead, the State has elected to self-insure for general liability exposures. Any liability or costs incurred by the State arising from loss or damage to a third-party would be handled as a general obligation of the State. Per RSA 541-B:14, I, all claims arising out of any single incident against any agency for damages in tort actions is limited to an award not to exceed \$475,000 per claimant and \$3,750,000 per any single incident.

### **Automobile Liability Insurance Coverage**

The State maintains automobile liability coverage through Cna Insurance. The policy provides liability limits for bodily injury coverage of \$250,000 per person/\$500,000 per accident and property damage coverage of \$100,000 per accident.

### **Workers' Compensation Self-Insurance Program**

All State employees are covered under the State's self-funded workers' compensation program. The State's third party administrator for workers' compensation claims is Cross Insurance TPA, Inc., with contract effective dates of July 1, 2015 through July 1, 2020.

Please do not hesitate to contact me if you have any questions concerning this letter.

By:

A handwritten signature in black ink, appearing to read "Jason Dexter".

Name: Jason Dexter

Title: Risk Manager



**STATE OF NEW HAMPSHIRE  
ALTERNATE W-9 FORM**

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

**NAME:** STATE OF NEW HAMPSHIRE

**REMIT ADDRESS:** 25 CAPITOL ST

**CITY/TOWN:** CONCORD **STATE:** NH **ZIP:** 03301

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

**Fed ID # (EIN/FIN):** 02-6000618

**PRINCIPAL ACTIVITY**

Service Provider     Product/Merchandise Provider     Other Provider

List the principal type of service, product or other that is provided: STATE GOVERNMENT

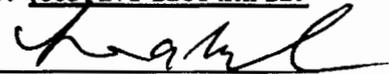
**DESIGNATION**

Individual/Sole-Proprietor     Government     Personal Service Corp  
 Partnership/LLP     Estate or Trust     Health Care Provider  
 Corporation/LLC     Non-Profit (attach exemption)     Legal Services

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

**NAME & TITLE:** LEO SOREL, SUPERVISOR, DATA CONTROL

**TELEPHONE #:** (603) 271-2201 xtn 229    **FAX #:** (603) 271-2700

**SIGNATURE:**     **DATE:** September 17, 2015

**(Phone)** 603-271-2201  
**(FAX)** 603-271-2700

**DIVISION OF PLANT & PROPERTY MGMT  
BUREAU OF PURCHASE & PROPERTY  
STATE HOUSE ANNEX – ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301**

<http://das.nh.gov/purchasing>

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

**1 Name (as shown on your income tax return).** Name is required on this line; do not leave this line blank.  
**State of New Hampshire**

**2 Business name/disregarded entity name, if different from above**

**3 Check appropriate box for federal tax classification; check only one of the following seven boxes:**

Individual/sole proprietor or single-member LLC    
  C Corporation    
  S Corporation    
  Partnership    
  Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ **Government**

**4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):**  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

**5 Address (number, street, and apt. or suite no.)**  
**25 Capitol St**

**6 City, state, and ZIP code**  
**Concord NH 03301**

**7 List account number(s) here (optional)**

**Requester's name and address (optional)**

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>or</b>	
<b>Employer identification number</b>	
0 2 - 6 0 0 0 6 1 8	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**     Signature of U.S. person ▶ *[Handwritten Signature]*     Date ▶ *10/14/15*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.