

State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
 7 Eagle Square, Suite 200
 Concord, New Hampshire 03301
 Telephone: (603) 271-2152

LINDSEY B. COURTNEY
 Executive Director



August 23, 2021

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

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification (OPLC), to amend its lease with 7 Eagle Square LLC (Vendor #326077), Concord, New Hampshire to acquire an additional 14,201 square feet of office space by increasing the price limitation by \$3,191,677.18, from \$3,715,708.14 to \$6,907,385.32, upon Governor and Council approval for the period of October 1, 2021, through July 31, 2030. The original contract was approved on August 5, 2020, Item #39A. 100% Agency Funds.

Funding for FY2022 is available as follows; funding for FY2023 is contingent upon approval by Governor and Executive Council and the Fiscal Committee to accept and expend additional revenue; funding for FY2024 through FY2031 is contingent upon availability and continued appropriation of funds in future operating budgets:

01-21-21-211010-240400000 Division of Administration
022-500248 Rent-Leases Other than State

FY2022	\$ 635,683.74
FY2023	\$ 725,575.84
FY2024	\$ 725,575.84
FY2025	\$ 725,575.84
FY2026	\$ 731,437.07
FY2027	\$ 738,110.30
FY2028	\$ 745,087.90
FY2029	\$ 752,090.97
FY2030	\$ 759,373.12
FY2031	\$ 63,331.84
Total * Not Including FY21 Rent Already Paid	\$ 6,601,842.46

EXPLANATION

The Office of Professional Licensure and Certification is seeking to amend its lease with 7 Eagle Square, LLC, to obtain additional space to support the addition of new staff and to maintain agency operations. The proposed leased

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space is an additional 14,201 square feet located at 7 Eagle Square, Concord, New Hampshire 03301 (floors 2, 3, 4) and will be utilized for OPLC general operations, including board meetings and public meetings. As amended, the entire lease will comprise 30,448 square feet of office space, which is anticipated to house approximately 100 staff members. The renewal rate for the remaining Year Two through Year Five is 23.83 per square foot, and increases less than 1% each year thereafter during the duration of the Lease. The rates include the Landlord's provision of heat, electricity, parking, real estate taxes, snow plowing and removal, and building and site maintenance. Additionally, the rates include all renovation and fit-up costs required by OPLC to revamp the office space specific to the agency's needs. Rent Schedule for Tenant's Remaining Term is as follows:

Year	EFFECTIVE DATES	SQ. FT.	MONTHLY COST	ANNUAL OR PERIOD COST	Approx. SF COST	Approx. % INCREASE
**1	August 1, 2020 – July 31, 2021	16,247	\$30,500.63	\$366,007.50	\$22.50	0%
2-a	August 1, 2021 – October 31, 2021	16,247	\$30,500.63	\$91,501.89	\$22.50	0%
2-b	November 1, 2021 – July 31, 2022	30,448	\$60,464.65	\$544,181.85	\$23.83	5.9%
3	August 1, 2022 – July 31, 2023	30,448	\$60,464.65	\$725,575.84	\$23.83	0%
4	August 1, 2023 – July 31, 2024	30,448	\$60,464.65	\$725,575.84	\$23.83	0%
5	August 1, 2024 – July 31, 2025	30,448	\$60,464.65	\$725,575.84	\$23.83	0%
6	August 1, 2025 – July 31, 2026	30,448	\$60,997.49	\$731,969.92	24.04	0.9%
7	August 1, 2026 – July 31, 2027	30,448	\$61,555.71	\$738,668.48	24.26	0.9%
8	August 1, 2027 – July 31, 2028	30,448	\$62,139.29	\$745,671.52	24.49	0.9%
9	August 1, 2028 – July 31, 2029	30,448	\$62,722.88	\$752,674.56	24.72	0.9%
10	August 1, 2029 – July 31, 2030	30,448	\$63,331.84	\$759,982.08	24.96	0.99%
TOTAL LEASE				\$ 6,907,385.32		

OPLC's proposed amended lease contemplates a move-in date of October 1, 2021, with buildout completed prior to that date. OPLC must move into the proposed space as soon as possible so that it can hire necessary staff to support healthcare workforce needs. Until July 2020, OPLC was physically located at the Anna Philbrook building, where it occupied approximately 27,743 square feet of space. In late May 2020, OPLC was advised that it needed to physically relocate from the Anna Philbrook building by July 1, 2020, so that Department of Health and Human Services (DHHS) could convert the building to transitional housing. There was no appropriate state-owned building available and, at the time, the only available commercial space that was available within the very short timeframe was 16,247 square feet of space at 7 Eagle Square (Suites 100, 200, and 300). The ten-year lease was approved by Governor and Council on August 5, 2020.

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the Honorable Council*

OPLC has already outgrown its existing space at 7 Eagle Square. Notably, the 16,247 square feet of space currently leased by OPLC at 7 Eagle Square was an approximate 40% decrease in space that OPLC occupied at the Anna Philbrook Building nearly one year ago. Since leaving Philbrook, OPLC has also added necessary staff members such as embedded IT support and the Mechanical Licensing Board staff transferred as of July 1, 2021 from the Department of Safety with the passage of HB2. With the vast reduction in space, the increase in staff members, and the modifications to allow for social distancing,

OPLC currently cannot fit all of its staff members at the building at 7 Eagle Square. OPLC is also struggling to manage conference meeting space between its two board conference rooms for its fifty-four licensing boards, as well as committees and subcommittees. OPLC anticipates that the additional space proposed by this lease amendment will meet the needs of the agency long term and allow it to continue licensing professionals of over 40 boards, councils, and commissions. Should Governor and Council not approve this request, OPLC will not be able to hire necessary staff to support licensing of individuals, significantly impacting workforce.

Respectfully submitted,



Lindsey B. Courtney
Executive Director

DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT

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

DATE: August 25, 2021

SUBJECT: Attached Lease Amendment
Approval respectfully requested

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

LESSEE: State of New Hampshire, Office of Professional Licensure and Certification (OPLC), 7 Eagle Square, Suite 200,
Concord, New Hampshire 03301

LESSOR: Granite Street, LLC, 81 Hall Street, Concord, NH 03301

DESCRIPTION: Approval of the enclosed will authorize an increase from 16,247 sq. ft. to 30,448 sq. ft. while keeping the rate per square foot and the duration of the lease unchanged.

TERM: 10 years – commencing August 1, 2020, and ending July 31, 2030 with the increased sq. ft. taking effect on August 1, 2021.

RENT: With the approval of the amendment, the lease rate is \$23.83 per sq. ft. Rate remains flat through year 5 when it increases by .9% to \$24.04 per sq. ft. Rate increases each year thereafter to \$24.04, \$24.26, \$24.49, \$24.72 and finally \$24.96 in year 10. Annual cost increases from \$366,007.50 annually to \$759,982.08 annually with the increase in square feet and increase in rate. Total rent for ten years is \$6,907,385.32.

JANITORIAL: Provision not included in annual rent shall be approximately \$1.00 per sq. ft. @ \$30,488 annually

UTILITIES: Utilities are included in the lease.

TOTAL: \$6,907,385.32

PUBLIC NOTICE: Public notice not applicable for amendments.

CLEAN AIR PROVISIONS: Testing completed as per original lease.

BARRIER-FREE DESIGN COMMITTEE: Waiver was submitted due to staffing vacancies at the GCD.

OTHER: Approval of the enclosed amendment is recommended.

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

Approved by: Department of Administrative Services



Karen L. Rantamaki, Director, Plant & Property

FIRST AMENDMENT

This Agreement (the "First Amendment") is dated, August 23, 2021 and is by and between the State of New Hampshire acting by and through Office of Professional Licensure and Certification, (the "Tenant") and 7 Eagle Square, LLC., (the "Landlord") 81 Hall Street, Concord, NH 03301.

Whereas, pursuant to a the current Lease agreement (hereinafter called the "Agreement"), for 16,247 square feet of space (the "Premises") located at Seven Eagle Square #100,200,300, Concord, New Hampshire for which the original 10-year Lease agreement was approved by Governor and Council on August 5, 2020, item #39A, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums specified therein; and

Whereas, the Parties have agreed that OPLC shall lease from the Landlord an additional 14,201 square feet within the Premises (located on the 2nd, 3rd and 4th floor) at the existing contractual rate of \$23.83 square feet for year two through five and less than 1% increase each year after for the duration of the term of the Lease;

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

A. **Section 2. Demise of Premises** is hereby partially amended to read:

Location of Space to be leased: Seven Eagle Square -Suite 100, 200, 2nd floor east kitchen and restrooms, 300, 3rd flr East Suite and all of fourth floor, Concord, NH 03301

B. **Section 2, Par. 2 "Demise of the Premises"**: is partially amended to read as follows:

"The demise of the premises consists of: First, Second, Third and Fourth floor, approximately 30,448 square feet total

The Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. Amendments to the "Demise Documentation" including accurate floor plans and specifications for tenant space improvements depicting the Premises showing the extent of the space for the Tenants' exclusive use and all areas to be used in common with others, together with site plan showing all entrances to the Premises and all parking areas for the Tenant's use are on file at DAS Bureau of Planning Management and shall be deemed as part of the Lease as amended by this First Amendment.

The demise includes an additional fifty (50) parking spaces for a new total parking spaces of one hundred fifty (150) parking spaces, which shall be provided by the Landlord at no additional charge to the Tenant.

C. **Section 3, Par. 3.2 Occupancy Term**: is hereby amended to read:

Occupancy of the Premises and commencement of rental payments shall be for a term (hereinafter called the "Term") commencing on the 1st day of October, in the year 2021 and ending on the 31st day of July, in the year 2030, unless sooner terminated in accordance with the Provisions hereof.

D. Section 5 Conditional Obligation of the State: is hereby amended to read:

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State-owned facilities for the housing of the Tenant the Tenant may, at its option, serve thirty (30) days' written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. In the event the Tenant vacates all of the Premises on or before July 31, 2026, Tenant shall pay the monthly cost of the Landlord's buildout expenses of \$ 34,000.00, for a period while all the Tenant's vacated space remains vacant, or for a period of six (6) months, whichever is shorter. Furthermore, in event the Tenant vacates all of the Premises after August 1, 2026, on or before July 31, 2028, Tenant shall pay the monthly cost of the Landlord's buildout expenses of \$23,000.00, for a period while all the Tenant's vacated space remains vacant, or for a period of six (6) months, whichever is shorter. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

E. EXHIBIT A ("SCHEDULE OF PAYMENTS"). Part I ("*Rental Schedule*") is amended to read as follows:

Rent for the Premises shall be due and payable in accordance with the rental schedule below. The approximate cost per "Square Foot" (SF) documented below is based on the 16,247 square foot demise of the Premises in accordance with Section 2 herein; and, upon the effective date of this First Amendment, shall be based on the 30,448 square foot of demised space as follows:

10-YEAR RENTAL SCHEDULE

Year	EFFECTIVE DATES	SQ. FT.	MONTHLY	ANNUAL OR	Approx. SF	Approx. %
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Initials: AM
 Date: 8/23

			COST	PERIOD COST	COST	INCREASE
**1	August 1, 2020 – July 31, 2021	16,247	\$30,500.63	\$366,007.50	\$22.50	0%
2-a	August 1, 2021 – October 31, 2021	16,247	\$30,500.63	\$91,501.89	\$22.50	0%
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10	August 1, 2029 – July 31, 2030	30,448	\$63,331.84	\$759,982.08	24.96	0.99%

TOTAL LEASE \$ 6,907,385.32

NOTE: 2-a is three months in year two of the lease. 2-b is nine months of year two of the lease and reflects the increased SF and additional costs. If the additional Tenant improvements specified in this amendment have not been completed prior to October 1, 2022, the parties shall, with approval of the New Hampshire Governor and Executive Council, further amend the lease to delay the onset of the rent and square footage increase in this Lease to reflect period for which the improved Premises were not available to Tenant.

- F. PREMISES:** From and after the effective date of this First Amendment, the word "Premises" shall mean and include all space leased by the tenant from the Landlord under the Lease as amended by this First Amendment.
- G. EXHIBIT E ("SPECIFICATIONS AND FLOOR PLANS")** is amended by adding the attached Exhibit E1. All existing provisions of the Exhibit E to the original contract remain in full force and effect.
- H. EFFECTIVE DATE OF THE AMENDMENT:** This First Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.
- I. CONTINUATION OF AGREEMENT:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Lease Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initials: EM
Date: 8/23

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

TENANT: Office of Professional Licensure & Certification

Date: 8/24/21

By [Signature]
Lindsey Courtney, Executive Director

LANDLORD: 7 Eagle Square, LLC

Date: August 23, 2021

By [Signature]
Stephen Duprey, Majority Member

Acknowledgement: State of NH, County of MERRIMACK

On (date) 8/23/2021, before the undersigned officer, personally appeared STEPHEN DUPREY, who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

Signature of Notary Public or Justice of the Peace: C. Gilmore

Commission expires: 6/16/2026 Seal:

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

CASSIE GILMORE



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

By: [Signature], ~~Assistant Attorney General~~, on 8/24/2021

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

EXHIBIT E1

Initials: [Signature]
Date: 8/23

ADDITIONAL SPECIFICATIONS: In addition to the specifications of the original lease, Landlord agrees to complete the following Tenant Improvements for Suite 302, 3rd floor common area, male and female restrooms, 2nd floor break room and restrooms, 2nd floor ADA restroom, and the entire fourth floor of the Premises as specified in greater detail below. Pursuant to Paragraph 3.3 of the Lease, Landlord agrees to allow Tenant to occupy portions of the expansion space during the Tenant improvement construction at no additional cost.

TENANT IMPROVEMENTS

DIVISION 1 – GENERAL CONDITIONS

PROJECT MANAGEMENT:

1. Landlord will assign a project manager who will be responsible for management and oversight of the improvement project. This person will serve as (Landlord) primary contact. The project manager will work in close cooperation with OWNER throughout the design and construction process.
Project meetings between Tenant and Landlord will take place as required to keep all the parties properly informed as to the progress of the project.

DESIGN:

1. This proposal is based on the Proposed Floorplans included in this Exhibit E1.

PERMITTING:

1. Landlord will apply and pay for the building permit.

TEMPORARY FACILITIES:

1. The following temporary construction-related facilities will be provided by Landlord:
 - A. Temporary lighting.
 - B. Traffic controls as required.
 - C. Waste storage and removal; as required to maintain site in clean and orderly condition.

PROJECT CLOSEOUT AND COMPLETION:

1. All equipment will be placed into full operation upon completion of the project, including the testing and adjusting of all systems for proper operation.
2. Landlord will clean the facility, as described below, prior to occupancy:
 - A. Remove temporary labels, stains and spots.
 - B. Remove waste materials, debris and rubbish from project site.
 - C. Clean interior glass surfaces.
 - D. Broom clean and mop hard surface flooring.
 - E. Vacuum clean all carpet flooring.
3. A limited supply of finish materials such as flooring, ceiling tiles and paint materials will be delivered to OWNER for future repair and touch-up.

DIVISION 2 – SITE WORK

DEMOLITION:

1. Remove spiral stair from 3rd to 4th floor.
2. Remove stairs at 3rd floor meeting room.
3. Remove office walls at 3rd floor meeting room.
4. Remove entrance doors and walls at 3rd floor entrance.
5. Remove doors and walls at 2nd floor accessible restroom.

6. Remove doors and frames at 3rd floor restrooms.
7. Remove flooring throughout renovated 3rd and 4th floor areas.
8. Remove ceiling grid and tile at 3rd floor restrooms.
9. Remove ceiling grid and tile as needed at 2nd floor restroom.
10. Remove ceiling tile at 3rd floor meeting room.
11. Remove ceiling tile at 4th floor rooms.
12. Remove plumbing fixtures at existing 2nd floor single user restroom.
13. Remove vanity at existing 2nd floor single user restroom.
14. Remove toilet accessories at existing 2nd floor single user restroom.
15. Remove plumbing fixtures at existing 3rd floor restrooms.
16. Remove countertop at existing 3rd floor restrooms.
17. Remove toilet accessories at 3rd floor restrooms.
18. Remove toilet partitions at 3rd floor restrooms.
19. Remove kitchenette at 4th floor.
20. Remove toilet accessories at 4th floor restrooms.
21. Remove toilet partitions at 4th floor restrooms.
22. Remove drywall at existing 4th floor plumbing fixture to determine the extent of damage.
23. Remove plumbing fixtures at 4th floor restrooms.
24. Remove mop sink at 4th floor men's room.
25. Remove countertop at 4th floor restrooms.
26. Remove walls at new 4th floor restroom location.
27. Remove pony walls as called for.

DIVISION 3 – CONCRETE

None specified.

DIVISION 4 – MASONRY

None specified.

DIVISION 5 – METALS

None specified.

DIVISION 6 – WOOD & PLASTIC

ROUGH CARPENTRY:

1. Frame in floor opening at removal of spiral stair.
2. Frame platform with guardrail for wheelchair lift.
3. Frame new stairs at 3rd floor meeting room.
4. Provide blocking for new toilet partitions and accessories as necessary.

MILLWORK:

1. Install new laminate upper and lower cabinets at accessible height on the 4th floor.
2. Install new laminate countertop at 4th floor kitchenette.
3. Install new laminate countertop at 3rd floor restrooms.

4. Install new laminate countertop at 4th floor restrooms.

DIVISION 7 – THERMAL & MOISTURE PROTECTION

ACOUSTICAL INSULATION:

1. Sound insulating fiberglass batts will be installed within all new interior stud walls.

CAULKING AND SEALANTS:

1. Install caulking at dissimilar materials.
2. Install fire caulking as necessary at penetrations.

DIVISION 8 – DOORS & WINDOWS

DOORS:

1. General Door Standards:

- A. Certain hardware may be specified with an "ANSI" classification (American National Standards Institute). ANSI defines grade 1 as appropriate for heavy duty commercial applications, grade 2 as appropriate for medium duty commercial applications, and grade 3 as appropriate for residential and/or light duty commercial applications.
- B. All locking doors will be provided with a master key system, permitting one master key to open all locks.
- C. **Fire ratings:** Fire rated doors will be provided in accordance with all applicable codes.
- D. **Master keying:** All key operated locking doors will be provided with a master keying system capable of permitting multiple security levels. Keying hierarchy to be developed in cooperation with the owner. This assumes existing cylinders utilize the same keyway as remainder of building.
- E. **Hardware finish:** Polished chrome, or brushed chrome finish to be selected by OWNER.
- F. **Hardware design:** ADA approved lever handles.
- G. **Hinges:** All doors will be provided with commercial duty hinges. Finish shall match the remaining hardware. Exterior doors and security doors shall have hinge pins that cannot be removed while the door is in the closed position.
- H. **Automatic closing devices:** Commercial duty parallel arm hydraulic door closers will be installed on all doors that should normally remain in a closed position. Closing devices will be equipped with an override device allowing the doors to remain in an open position.
- I. **Weather-stripping:** All exterior doors will be provided with perimeter weather-stripping and aluminum thresholds.
- J. **Doorstops:** Floor mounted door stops matching the finish hardware will be provided at all doors without automatic closers.
- K. **Door glazing:** Glass for doorways will be provided in accordance with the following:
 - i. **Vision lites:** Approximately 5" x 20" glass insert in door.

1. Interior wood passage doors:

- A. **Door style:** 1 1/2" thick, solid core, smooth face, veneer door, ready for paint.
- B. **Finish:** Match existing
- C. **Frame:** Knock down steel construction.
- D. **Hardware:**
 - i. Cylindrical locksets, passage sets or push/pull as appropriate for the intended application.
 - ii. ANSI grade 1 or 2 depending on application.
 - iii. Locksets to be keyed into building master key system.
- E. **Finish:** Enamel paint on frame to match the building color scheme.

2. **Glass entry doors:**
 - A. **Door style:** 1 3/4" thick, solid core, smooth face, veneer door with half light, ready for paint.
 - B. **Finish:** Match existing
 - C. **Frame:** Knock down steel construction.
 - D. **Hardware:**
 - i. Cylindrical locksets, passage sets or push/pull as appropriate for the intended application.
 - ii. ANSI grade 1 or 2 depending on application.
 - iii. Locksets to be keyed into building master key system.
 - E. **Finish:** Enamel paint on frame to match the building color scheme.
3. Provide Sargent push button lockset at single user restroom to match locks installed at first floor restrooms.
4. Provide an allowance of \$12,000 for hardware and installation of access control at up to 6 locations.

DIVISION 9 – FINISHES

GYPSUM BOARD AND LIGHT GAUGE FRAMING:

1. Interior stud walls will be framed with light gauge galvanized steel studs as follows:
 - A. **Stud gauge and thickness:** As required to support all applicable loads which are part of the construction.
 - B. **Wall heights:** All partition walls will extend to deck above.
2. Gypsum wallboard will be installed as follows:
 - A. **Thickness:** Generally wallboard will be minimum 5/8" thick. Certain specialty situations may utilize lesser thicknesses.
 - B. **Finish:** All wallboard will be taped prepared for the finish materials specified in the finish schedule.
 - C. **Gypsum board finish at painted areas:** Where paint is specified to be installed over finished gypsum panels the following finish standards shall apply:
 - i. **Finish Level:** Level 4, as specified by the Gypsum Association of America. Level 4 is the highest finish level for taped drywall joints.
 - ii. **Limitations:** Taped drywall joints are subject to the following limitations, as outlined by the Gypsum Association of America.
 - In certain lighting conditions, particularly strong side lighting, drywall joints and fastener coatings may be visible. This is due to the fact that the joint compound will have a slightly different texture and surface elevation than the gypsum panels. Low gloss paints, furnishings, and wall decoration will all help to minimize and/or eliminate seam visibility.
 - Gloss and semi-gloss paints are not recommended for taped drywall finishes.
 - Drywall finishing is always subject to some degree of imperfection.
 - D. **Moisture resistant drywall** will be installed as the following wall areas where high humidity will be present:
 - i. Bathroom plumbing walls

FLOOR FINISH MATERIALS:

1. The following outlines the floor finish material standards:
 - A. **Carpet:** Install carpet tile throughout to match other areas in the building.
 - B. **Laminate Vinyl Tile:** Install luxury vinyl tile at the 3rd and 4th floor restrooms.
 - C. **Vinyl Base:** Install vinyl base at locations of new flooring.
 - D. **Floor Preparation:** An allowance of \$7,000 for floor preparation.

WALL FINISH MATERIAL STANDARDS:

1. The following outlines the wall finish material standards:
 - A. **Painted Drywall:**
 - i. **Installation:** Minimum 2 coats of eggshell finish paint over 1 coat primer.
 - ii. **Location:** At new wall locations.
 - B. **Painted Drywall:**
 - i. **Installation:** Minimum 2 coats of eggshell finish paint.
 - ii. **Location:** At existing wall locations.

CEILING FINISHES:

1. The following outlines the ceiling finish material standards:
 - A. **2' x 2' Revealed Edge Acoustical Tile:**
 - i. **Grid:** 15/16" white prefinished steel suspended grid.
 - ii. **Location:** At new restroom ceilings on the 2nd, 3rd and 4th floor.
 - B. **2' x 2' or 2' x 4' Revealed Edge Architectural Tile:**
 - i. **Grid:** Existing.
 - ii. **Location:** At locations of tile removal on the 3rd and 4th floors.
 - C. All ceiling tiles in the New Hearing room shall be replaced with Armstrong acoustic tiles; Armstrong; Calla lay in panels; NRC-0.85min., CAC 35 min. or equal.

DIVISION 10 – SPECIALTIES

ARCHITECTURAL SPECIALTIES:

1. **Toilet Accessories:**
 - A. **Location:** Restrooms
 - B. **Type:** Paper towel dispenser, hands-free.
 - C. **Type:** Toilet paper holders, double roll.
 - D. **Type:** Soap dispenser, hand-free.
 - E. **Type:** Mirror, channel framed above lavatory sinks.
 - F. **Type:** Grab bars, at accessible toilets.
2. **Toilet Partitions:** Provide floor mounted, overhead brace, baked enamel toilet partitions at the 3rd and 4th floor restrooms.

DIVISION 11 – EQUIPMENT

None specified.

DIVISION 12 – FURNISHINGS

None specified.

DIVISION 13 – SPECIAL CONSTRUCTION

None specified.

DIVISION 14 – CONVEYING

CONVEYING:

1. Provide unenclosed wheelchair lift at 3rd floor meeting room as follows:
 - A. Screw drive operation.
 - B. Pass through option.
 - C. Flip down ramp.
 - D. Mid mount operator
 - E. 36" x 54" platform.

DIVISION 15 – MECHANICAL SYSTEMS

PIPING:

1. **Water:**
 - A. **Piping Material:** Copper
 - B. Hot and cold domestic water piping will be installed as required to all plumbing fixtures provided as part of this specification
2. **Sewer/Waste Drainage:**
 - A. **Drain Material:** PVC
 - B. **Vent Material:** PVC
 - C. Sanitary waste and vent piping will be installed as required to all plumbing fixtures, including appropriate cleanouts.

PLUMBING FIXTURES:

1. Unless otherwise noted plumbing fixtures will be provided in the quantities shown on the referenced drawings.
2. **Kitchen Sinks:**
 - A. **Type:** Single bowl stainless steel
 - B. **Mounting:** Drop-in
3. **Kitchen Faucets:**
 - A. **Type:** Single lever swivel spout
 - B. **Finish:** Polished chrome
4. **Water Closets:**
 - A. **Type:** White porcelain with hands-free flushometer
 - B. **Mounting:** Wall mounted
5. **Water Closets:**
 - A. **Type:** White porcelain with hands-free flushometer
 - B. **Mounting:** Floor mounted
6. **Urinals:**
 - A. **Type:** White porcelain with hands-free flushometer
 - B. **Mounting:** Wall mounted
7. **Lavatory Sinks:**
 - A. **Type:** Single bowl porcelain
 - B. **Mounting:** Drop-in
8. **Lavatory Faucets:**
 - A. **Type:** Hands-free
 - B. **Finish:** Polished chrome
9. **Mop Sink:**
 - A. **Type:** Single bowl composite
 - B. **Mounting:** Floor
10. **Mop Sink Faucet:**
 - A. **Type:** Dual valve with hose and bracket

- B. Finish: Polished chrome

FIRE SUPPRESSION SYSTEMS:

- 1. The existing fire suppression sprinkler system will be modified at locations of wall changes in accordance with all applicable codes.

HVAC SYSTEMS:

- 1. Type: Restroom exhaust fan
- 2. Operation: Tie into existing ductwork to exhaust out of building.
- 3. Control: Tie into lighting circuit.

DIVISION 16 – ELECTRICAL SYSTEMS

POWER DISTRIBUTION:

- 1. Wiring will be fed from the existing panel(s).
- 2. All exposed wiring will be installed in metal tube conduits.

CONVENIENCE OUTLETS:

- 1. Install up to 10 duplex receptacles at the 4th floor.

EQUIPMENT WIRING

- 1. Equipment wiring is included for the following:
 - A. Install (6) power poles for feeding workstations
 - B. (1) wheelchair lift
 - C. Restroom exhaust fan
 - D. Concealed automatic flush valves.

LIGHTING:

- 1. An allowance of \$45,000 is carried for conversion of the existing lighting over to LED. It is the intent that lumen levels will be maintained at a minimum and that fixture selection will be made to provide for an efficient replacement as well as rebate opportunities. Small office may be able to incorporate occupancy sensors, but the larger areas will likely be more challenging and require rewiring. It is anticipated that emergency egress lighting and lighted exit signs should be incorporated into this as well.

DATA WIRING:

- 1. Install up to 40 CAT 6 data jacks terminated into a 48-port patch panel in either the 3rd or 4th floor data rooms. Wiring will be certified after termination per state DoIT requirements.

ADDITIONAL PROVISIONS:

- 1. All HVAC units are to be inspected and ducts cleaned, and repaired or maintained, for both heat and AC prior to move in.
- 2. Per drawings: Remove closet walls and part of an office to build an ADA compliant unisex restroom which meets ADA 2010, ANSI 2015, IBC 2015 and state codes. Minimum size shall be 8'x8' clear floor space..
- 3. Secure the front area on the third floor and fourth floor with walls and store front doors with panic hardware and lever locks. Doors to be wired for card reader access hardware (refer to the attached drawing)
- 4. Third floor suite 301 shall have a chair lift installed, stairs turned and a five foot turning radius landing installed with code and ADA compliant hand rails and stair treads, depth and height of stairs.
- 5. Remove the spiral staircase and fill in all holes to make the floor have a smooth secure surface to walk on.
- 6. Third floor common area restrooms shall be modified to have one completely ADA compliant WC stall

and one regular WC stall and ADA compliant sink and counter, all fixtures and accessories shall be motion sensitive, The waste receptacle shall be wall mounted, all new partitions, toilets and sink fixtures, mirror, paint and floor tile per restroom (as needed)

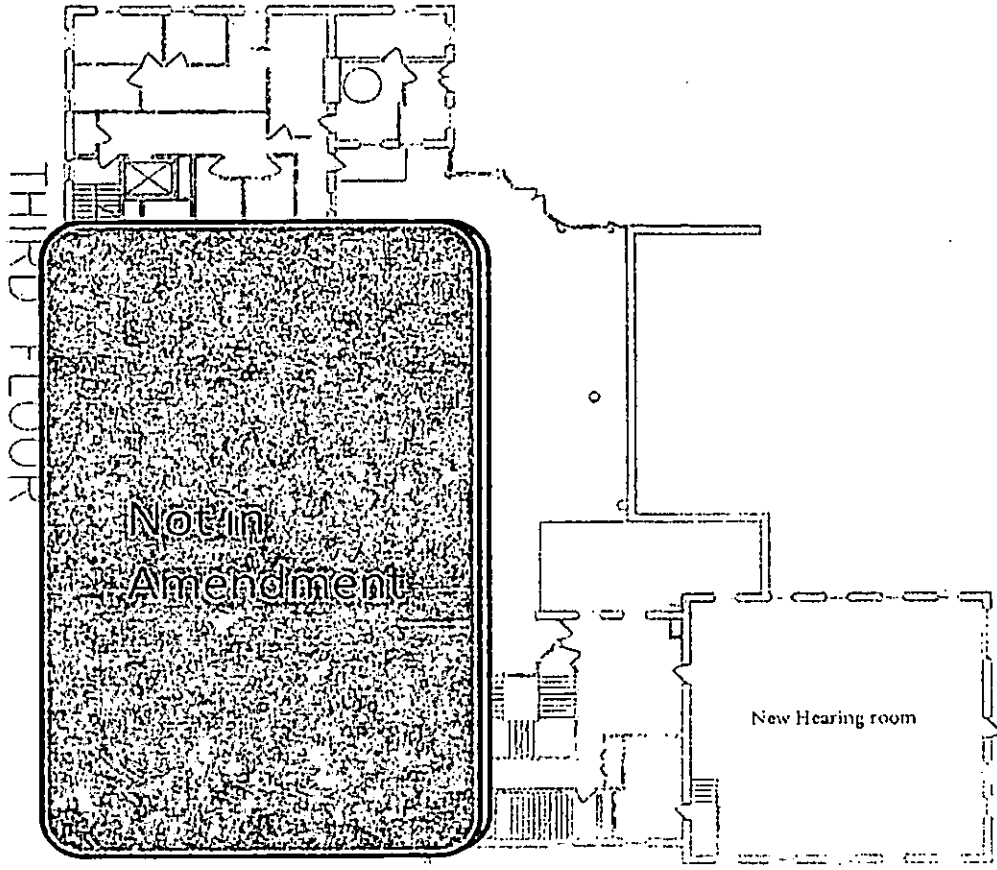
7. All flooring in the additional tenant improvement space shall be removed and new flooring install per tenant specifications:
8. Test all existing outlets to make sure they work, and repair all that do not work within the new tenant space.
9. All Tenant space and common areas shall meet Current building codes, fire codes and 2010ADA compliance specifications.

EXCLUSIONS

EXCLUSIONS:

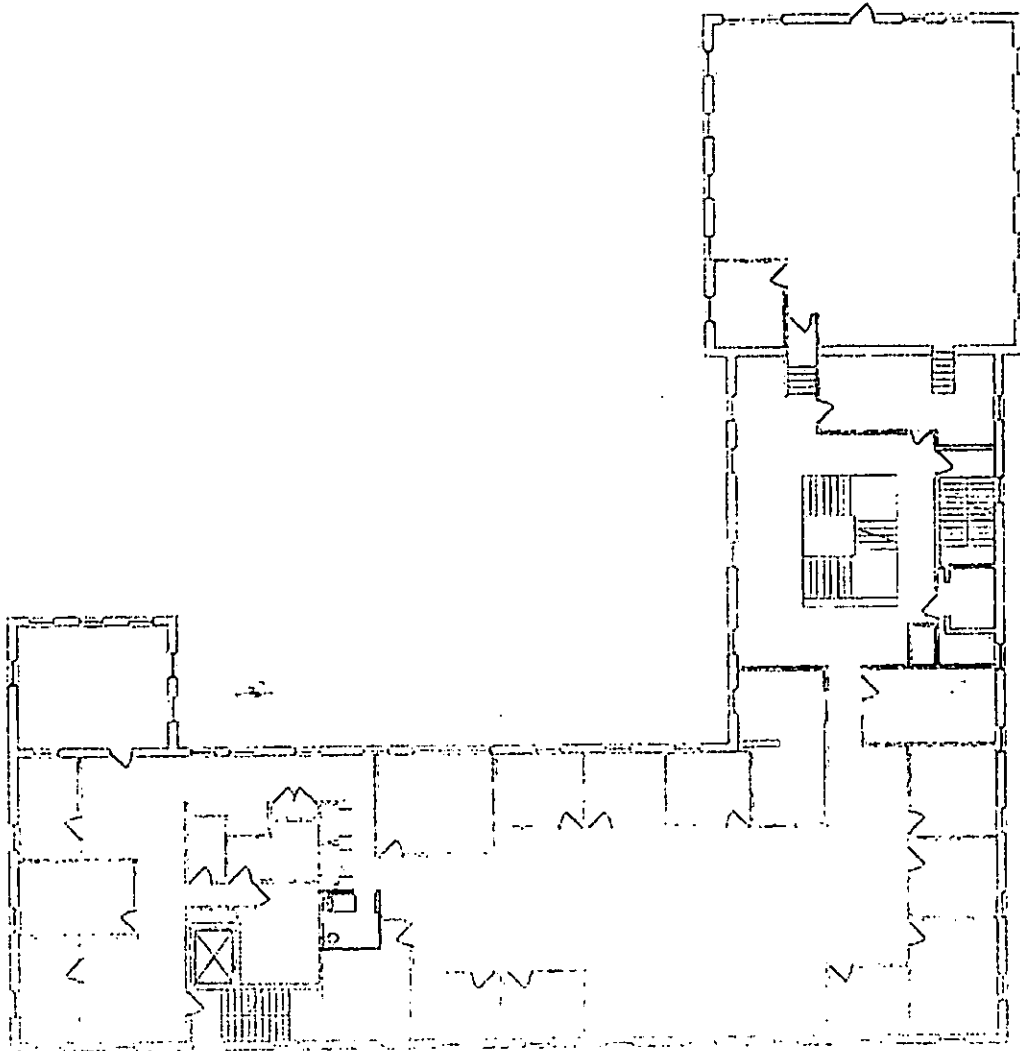
1. Hazardous material testing and removal other than listed above.
2. Municipal permits and fees other than as listed.
3. Special inspection fees.
4. Architectural or engineering fees.
5. Work on the exterior of the building.
6. Demolition other than as listed.
7. Unforeseen, or unexpected conditions.
8. Roofing work.
9. Access control systems other than as listed.
10. Rigging or relocating existing equipment.
11. Furnishings or fixtures.
12. Kitchen equipment.
13. Adding plumbing facilities other than as listed above.
14. Upgrading the existing fire protection sprinkler service other than as listed.
15. HVAC work or cleaning other than as listed.
16. Upgrading the existing electrical service or panels.
17. Wiring of electrical equipment not listed in the specifications.
18. Fire Alarm work, upgrades.
19. Security system work.
20. Audio/Visual wiring/equipment.
21. Phone or computer systems.
22. Intercom/speaker systems.

PROPOSED FLOORPLANS

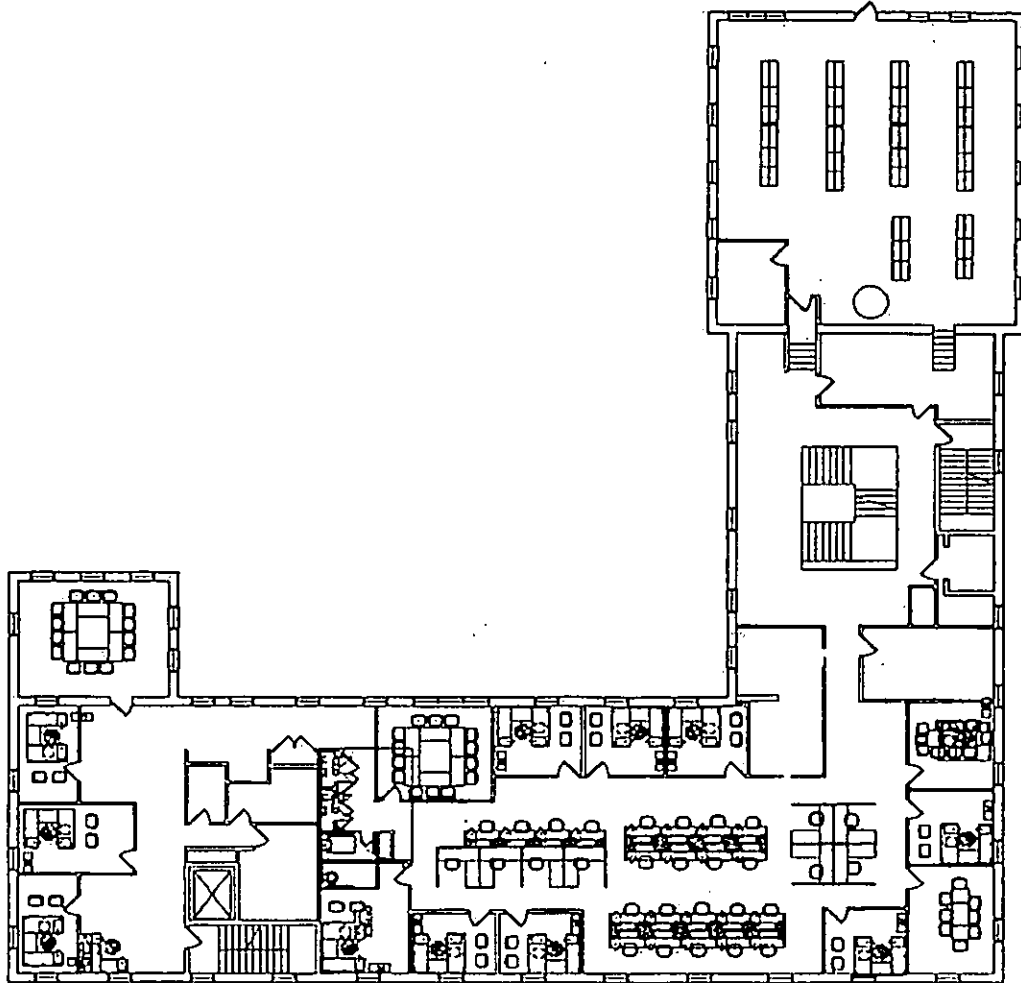


Third Floor

Initials: SP
Date: 1/23

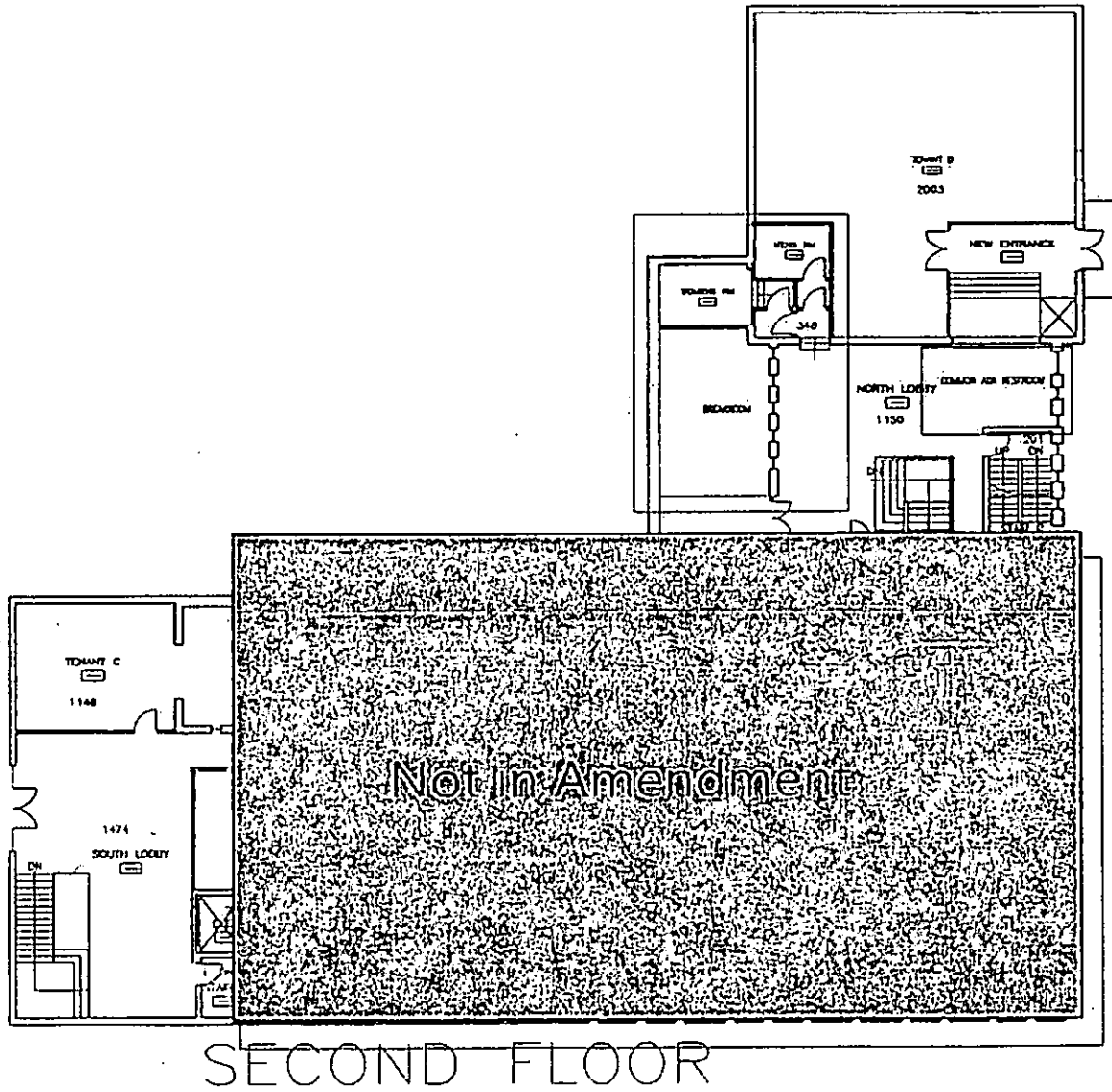


FOURTH



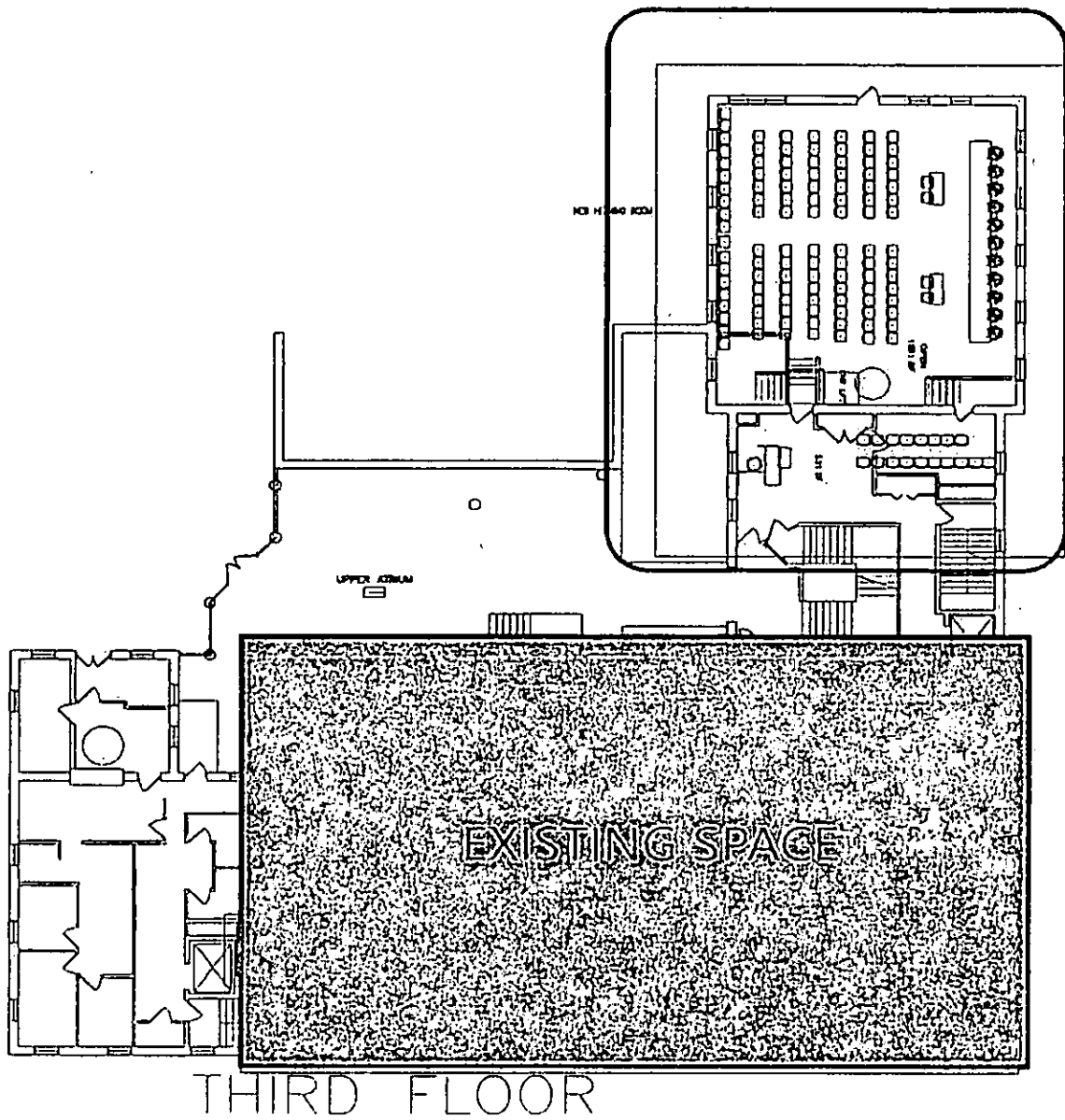
Fourth Floor with Furniture

Initials:
Date: 8/23



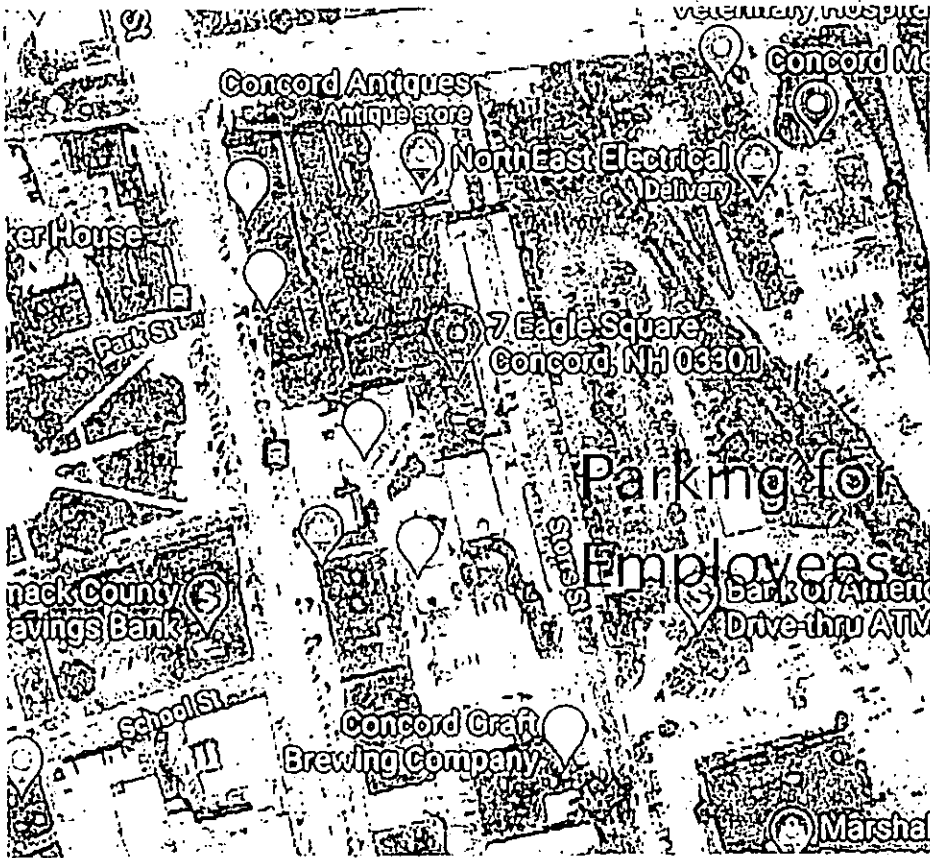
Second Floor is break room and restrooms

Initials:
 Date: 8/3



Third Floor - Hearing Room and restroom upgrades for ADA.

Initials: SPD
 Date: 1/15



Employee and Board Member Parking

Initials: SM
Date: 7/15

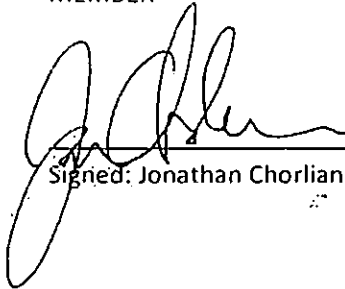
CERTIFICATE OF VOTE

I, Jonathan Chorlian, minority Member, do here by certify that Stephen M. Duprey is the majority of the member and sole manager of the limited liability company known as 7 Eagle Square LLC and has the authority to sign the contract between the NH Office of Professional License and Certificates and 7 Eagle Square LLC .

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that Stephen M. Duprey has full authority to bind 7 Eagle Square LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant him such authority.

Furthermore, I authorize this certificate of Vote to be valid as of August 20, 2021

MEMBER



8/20/2021

Signed: Jonathan Chorlian

Date:

STATE OF New Hampshire

COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 20th day of August, 2021 by Jonathan Chorlian of the 7 Eagle Square LLC, a New Hampshire limited liability company, on behalf of the company.



Notary Public/ Justice of the Peace

My commission expires: 6/16/26

EILEEN R. VAN CLEAVE
Notary Public - New Hampshire
My Commission Expires June 16, 2026

State of New Hampshire

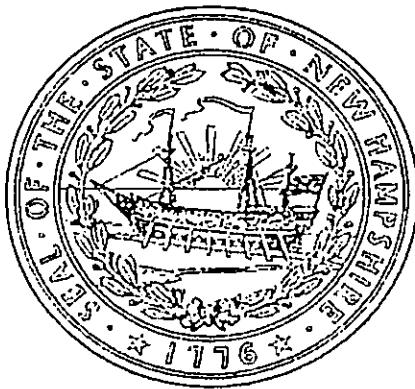
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 7 EAGLE SQUARE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 17, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 805362

Certificate Number: 0005424226



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of August A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Infinger Insurance - Conway, 1205 Eastman Rd, PO Box 300, North Conway, NH 03860. CONTACT NAME: Kimberly Wood, PHONE: (603) 447-5123, FAX: (603) 447-5126. INSURER(S) AFFORDING COVERAGE: INSURER A: MMG Ins Co, NAIC #: 15997.

COVERAGES CERTIFICATE NUMBER: CL2011278656 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADD'L SUBR INSD, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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

CERTIFICATE HOLDER: State of New Hampshire Office of Professional License & Certification, 7 Eagle Square Ste 200, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

7 Eagle Square LLC
81 Hall Street,
Concord, NH 03301

August 20, 2021

Lindsey Courtney
NH Office of Professional License and Certificates
7 Eagle Square, Suite 200555
Concord, NH 03301

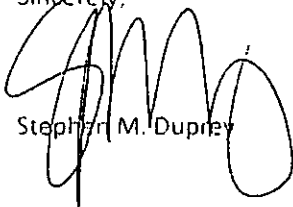
Re: 7 Eagle Square LLC – Workers Compensation insurance

Dear Lindsey,

I am writing to let you know the property at 7 Eagle Square is managed by Foxfire Property Management, Inc. 7 Eagle Square LLC does not have employees and therefore does not have a worker's compensation policy.

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

Sincerely,



Stephen M. Duprey

State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
7 Eagle Square, Suite 200
Concord, New Hampshire 03301
Telephone: (603) 271-2152

August 23, 2021

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
35 Capitol Street
Concord, NH 03301

Re: Letter of Opinion Waiver Request

Dear Commissioner Arlinghaus:

The Office of Professional Licensure and Certification is seeking to amend its lease with 7 Eagle Square, LLC, to obtain additional space to support the addition of new staff and to maintain agency operations. The proposed leased space is an additional 14,181 square feet located at 7 Eagle Square, Concord, New Hampshire 03301 (floors 2, 3, 4) and will be utilized for OPLC general operations, including board meetings and public meetings. As amended, the entire lease will comprise approximately 30,000 square feet of office space, which is anticipated to house approximately 100 staff members.

OPLC's proposed lease contemplates a move-in date of October 1, 2021, with buildout completed prior to that date. Due to a current staffing vacancy at the Governor's Commission on Disability, OPLC is unable to obtain a Letter of Opinion prior to the move-in date. Therefore, OPLC is requesting that the requirement to obtain a Letter of Opinion from the Architectural Barrier-Free Design Committee prior to the lease's submission to Governor and Executive Council be waived. OPLC understands that, should this waiver be approved, the Governor's Commission on Disability and the ABFDC will be provided a copy. In addition, the Governor's Commission on Disability has the right to conduct a site visit upon 24-hours' notice.

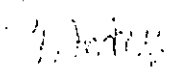
OPLC must move into the proposed space as soon as possible so that it can hire necessary staff to support healthcare workforce needs. Until July 2020, OPLC was physically located at the Anna Philbrook building, where it occupied approximately 27,743 square feet of space. In late May 2020, OPLC was advised that it needed to physically relocate from the Anna Philbrook building by July 1, 2020, so that the Department of Health and Human Services (DHHS) could convert the building to transitional housing. There was an appropriate state-owned building available and, at the time, the only available commercial space that was available within the very short timeframe was 16,217 square feet of space at 7 Eagle Square (Suites 100, 200, and 300). The ten-year lease was approved by Governor and Council on August 5, 2020.

Charles M. Arlinghaus, Commissioner
August 23, 2021
Page Two

OPLC has already outgrown its existing space at 7 Eagle Square. Notably, the 16,247 square feet of space currently leased by OPLC at 7 Eagle Square was an approximate 40% decrease in space that OPLC occupied at the Anna Philbrook Building nearly one year ago. Since leaving Philbrook, OPLC has added needed necessary staff members such as embedded IT support and the Mechanical Licensing Board staff transferred as of July 1, 2021 from the Department of Safety with the passage of HB33. With the vast reduction in space, the increase in staff members, and the modifications to allow for social distancing, OPLC currently cannot fit all of its staff members at the building at 7 Eagle Square. OPLC is also struggling to manage conference meeting space between its two board conference rooms for its fifty-four licensing boards, as well as committees and subcommittees.

The approval of this waiver will allow OPLC to move forward with an amendment to its lease from 7 Eagle Square as soon as possible. Your approval of the waiver is respectfully requested.

Respectfully submitted,


Lindsey B. Courtney
Executive Director


Approval Signature

8-24-21
Date

State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

121 South Fruit Street, Suite 303
 Concord, N.H. 03301-2412
 Telephone 603-271-2152 · Fax 603-271-6702

LINDSEY B. COURTNEY
 Interim Executive Director



July 28, 2020

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

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification to enter into a ten-year, **Retroactive** lease with 7 Eagle Square LLC (Vendor #326077), Concord, New Hampshire for approximately 16,247 square feet of space located at Seven Eagle Square, Concord, New Hampshire, floors one to three, Suite 100, 200 and 300, for the period of August 1, 2020, through July 31, 2030, for an amount not to exceed \$3,715,709, subject to the schedule of annual rent and certain limited improvements as specified. **100% Agency Funds.**

Funding for FY2021 is available as follows, and funding for FY2022 through FY2031 is contingent upon availability and continued appropriation of funds in future operating budgets:

01-21-21-211010-240400000 Division of Administration
 022-500248 Rent-Leases Other than State

FY2021	\$ 335,506.51
FY2022	\$ 366,007.56
FY2023	\$ 366,007.56
FY2024	\$ 366,007.56
FY2025	\$ 366,007.56
FY2026	\$ 369,437.14
FY2027	\$ 373,029.45
FY2028	\$ 376,757.26
FY2029	\$ 380,498.73
FY2030	\$ 384,389.26

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

July 28, 2020

FY2031	\$ 32,059.55
Total	\$ 3,715,708.14

EXPLANATION

Due to the unexpected requirement to move out of the Anna Philbrook building by July 1, 2020, so the Department of Health and Human Services (DHHS) could convert the building to transitional housing, OPLC requires new office space. A search was done in Concord for available commercial space of the approximately 16,000SF necessary to house the 85 staff members, after no appropriate state owned building space was available. 7 Eagle Square was the only available space that would meet the agency's needs.

The move generated a need to act in an expedited manner to establish office space that is in alignment with OPLC's mission and objectives and the department sought out the three necessary waivers—Public Notice of Space, from the Governor's Council on Disabilities and Long Range Lease (pursuant to Administrative Rule 610.11 (c) (1) d. and e.)—and was approved for all three waivers in July 2020.

The square footage will be approximately 16,267 square feet. The renewal rate for Years One through Five is set at \$22.50, and increases approximately \$0.23 per square foot annually over the second five years. The rates include the Landlord's provision of heat, electricity, parking, real estate taxes, snow plowing and removal, and building and site maintenance. Additionally, the rates include all renovation and fit-up costs required by OPLC to revamp the office space specific to the agency's needs.

Rent Schedule for Tenant's Ten Year Term:

Year	Effective Dates	Monthly Cost	Annual Cost	Cost per Sq. Ft. (16,247 SF)	Approx % Increase
1	August 1, 2020 – July 31, 2021	\$30,500.63	\$ 366,007.50	\$22.50	0%
2	August 1, 2021 – July 31, 2022	\$30,500.63	\$ 366,007.50	\$22.50	0%
3	August 1, 2022 – July 31, 2023	\$30,500.63	\$ 366,007.50	\$22.50	0%
4	August 1, 2023 – July 31, 2024	\$30,500.63	\$ 366,007.50	\$22.50	0%
5	August 1, 2024 – July 31, 2025	\$30,500.63	\$ 366,007.50	\$22.50	0%
6	August 1, 2025 – July 31, 2026	\$30,812.41	\$ 369,748.91	\$22.73	1%
7	August 1, 2026 – July 31, 2027	\$31,110.64	\$ 373,327.65	\$22.95	1%

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

July 28, 2020

8	August 1, 2027 – July 31, 2028	\$31,422.42	\$ 377,069.06	\$23.18	1%
9	August 1, 2028 – July 31, 2029	\$31,734.21	\$ 380,810.47	\$23.41	1%
10	August 1, 2029 – July 31, 2030	\$32,059.58	\$ 384,714.97	\$23.65	1%
Ten Year Total			\$3,715,708.14		

OPLC expects that this location will be the appropriate facility to meet the needs of the agency and allow it to continue licensing professionals of over 40 boards, commissions and councils and regulate their professions. The Attorney General's office has approved this lease agreement as to form, substance and execution.

This request is Retroactive due to the urgent need to vacate the Philbrook Building and the inability to submit the request to Governor and Council prior to August 1, 2020. Should Governor and Council not approve this request, OPLC will not have a physical location to house its 85 staff.

Respectfully submitted,



Lindsey B. Courtney
Interim Executive Director