

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 13

SEP 23 1993

TO LEASE NO.

GS-04B-30123

ADDRESS OF PREMISES

1701 Columbia Avenue
College Park, Georgia 30337

THIS AGREEMENT, made and entered into this date by and between

whose address is

P. O. Box 11610
Columbia, South Carolina 29211

KEENAN DEVELOPMENT
ASSOCS., et. al.

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 1, 1993, as follows:

1. This Supplemental Lease Agreement defines the costs associated with the "Notice to Proceed" dated May 20, 1993, and provided under Supplemental Lease Agreement No. 6.

(Continued on Page 2 of 4)

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

BY

KEENAN DEVELOPMENT ASSOCS., et.al.

IN PRESENCE OF

(Signature)

T. OWEN SMITH, Mayor, City of College Park

Francis P. Ward, Chairman, College Park BIDA

CONTRACTING OFFICER (Address)

GENERAL SERVICES ADMINISTRATION

UNITED STATES OF AMERICA

BY

(Signature)

(Official Title)

2. The following identifies the playground equipment to be purchased and installed by the Lessor:

6 WEEKS to 30 MONTHS PLAYGROUND AREA:

- a. The "Village" Model No. PK2806/PL2804
- b. Outside Playhouse Model No. 1326
- c. Freestanding Yellow poly Crawl Tube Model No. 32-4F
- d. Doodle Paint Panel Model No. D100
- e. Spaceship Columbia Model No. 939
- f. Shade Trellis with two each T085 Picnic Tables Model No. 70SR

30 MONTHS to 5 YEARS PLAYGROUND AREA:

- g. Sheltering Arms Model No. PK5506, PL5504
- h. Playhouse without front mat Model No. PK1376
- i. Playdeck Model No. PL984 (includes two easels)
- j. Tire Swing Model No. PK356
- k. Telephone Talking Tubes Model No. PL987 (includes two booths with 100 foot tube)
- l. Shade Trellis with two each T085 Picnic Tables Model No. 70SR

SUBTOTAL (SITE PIECES)	\$ 22,245.00
Sales Tax (6%):	\$ 1,334.70
Delivery:	\$ 500.00
Installation Costs (Site Pieces):	\$ 6,895.95
SUBTOTAL:	\$ 30,975.65

T.O.S.
Fkw
[Signature]

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3. OTHER:

- a. "11 inch deep loose fill system
(See attachment I)
(1,758 sf @ [REDACTED]) [REDACTED]
- b. Installation of seven Gametime pieces
as follows: \$ 1,200.00
1. Phone Booth Model No. 3391
 2. 2-Place Swing #8112 with enclosed
Tot Swing Package #2684
 3. Rocket Saddlemate Model No. 176
 4. Airplane Model No. 6047
 5. Rocket Model No. 176
 6. Race Car Model No. 6056
 7. Airplane Model No. 6047

The Gametime pieces are to be delivered directly to the site. Upon arrival, Lessor will inspect for damage (advising Government of any damage) and secure in the child care center until installation.

- c. A five year warranty on all Site Specialty pieces identified in Paragraph 2 herein is to be included as part of the price proposal package. The Government shall receive a copy of the warranty.

SUBTOTAL (NO. 1 THRU 3 ABOVE):	\$35,691.65
McDevitt Performance Bond ([REDACTED]):	[REDACTED]
McDevitt Overhead & Profit ([REDACTED]):	[REDACTED]
Keenan Overhead & Profit ([REDACTED]):	[REDACTED]

TOTAL LUMP-SUM PAYMENT TO BE MADE BY THE
GOVERNMENT IN ACCORDANCE WITH PARAGRAPH 6 BELOW: \$42,429.17

4. Pages 131 and 132 of the lease contract are amended to reflect that the Government has selected "elastocrete" for the 1,000 square feet of ground coverage per playground (2,000 total). Government will identify placement in coordination with the vendor (Site Specialty).

5. Site Specialty, vendor is to provide a proposed layout for the playground equipment at no extra cost to the Government.

T.O.S.
Final *[Signature]*

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6. a. Upon completion of the work, acceptance by the Government and receipt of an invoice, the Lessor will be paid \$42,429.17.

b. In lieu of a total lump-sum payment after completion of all the work, the Government may in its sole descretion, make partial payments for materials and work performed that can be clearly defined (i.e. 100% materials purchased and installed). Upon completion and acceptance by the Government and receipt of the Lessor-furnished invoice, the Lessor will be reimbursed for that portion of work which remains unpaid.
7. Restoration for any and all change orders is hereby waived by the Lessor.

T.O.S.
FMA

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