

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
NO. **49**

DATE **04/05/94**

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.
GS- **04B-31332**

ADDRESS OF PREMISES

**333 Scott Street
Covington, Kentucky**

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

SCOTT STREET LAND COMPANY, LTD.

whose address is **1885 Dixie Highway, Suite 110
Ft. Wright, Ky 41011**

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 _____, as follows:

A. Lump sum payment has been revised to include [REDACTED] for installing and providing a lot full sign and car counter.

B. General Conditions for the lease agreement are attached hereto, Attachment No. 1 (pages 1-4) and are made a part of this lease.

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
SCOTT STREET LAND COMPANY, LTD.

BY [REDACTED]
IN [REDACTED]
[REDACTED]

VP.

*1885 Dixie (Title) Hwy Suite
110, Ft. Wright, Ky 41011
(Address)*

**Contracting Officer
General Services Administration**
(Official Title)

GENERAL CONDITIONS

1. CONDITIONS AFFECTING THE WORK.

It is the responsibility of the lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and be informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

2. SPECIFICATIONS.

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the lessor, save only at his own risk and expense.

3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the best interest of the Government. If this agreement is terminated, the lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

4. LAWS AND ORDINANCES.

The lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

5. SCHEDULING AGREEMENT WORK.

The lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. Lessor should ascertain the hours during which work can be performed when preparing his offer.

6. USE OF BUILDING.

The lessor shall prohibit his employees from disturbing paper on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use.

The lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as Buildings Manager, guards, inspectors, etc.

7. ACCIDENT PREVENTION.

The lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

8. FIRE HAZARDS.

The lessor shall take every precaution to prevent fires during the performance of this agreement. The lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

9. MATERIALS.

The lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of a quality to conform with applicable Federal Specifications. Upon request, the lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The lessor will not use any material which the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

10. LESSOR EMPLOYEES.

Each employee of the lessor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

11. EXTRAS.

Except as otherwise provided in the agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

12. PRICING OF ADJUSTMENTS.

When costs are a factor in any determination of an agreement, price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

13. DEBRIS AND CLEANING.

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the lessor who shall remove them from the job site.

14. GUARANTEE.

Unless otherwise provided in the specifications, the lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

15. INSPECTION.

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

16. INDEMNITY.

The lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the lessor.

17. LIQUIDATED DAMAGES. ^{DELETED}

Failure to accomplish the schedule noted in the Supplemental Agreement for any reason other than circumstances beyond your control as determined by the Government, may result in termination of this alterations contract, ^{DELETED} or may result in deductions from final payment for late delivery at the rate of 2% of the total job cost for every seven calendar day period of late completion.

18. INSPECTION.

The Contractor is the prime initiator for having the inspection accomplished. The Field Office Manager as identified in the transmittal letter must be notified.

19.: INVOICE.

An invoice for payment must be submitted as follows:

original	copy
General Services Administration	General Services Administration, 4PE
Finance Division	Real Estate Division
P.O. Box 17181	Contracting Officer
Fort Worth, Texas 76102-0181	401 W. Peachtree St., N.W. Suite 2500
Telephone (817) 334-2397	Atlanta, Georgia 30301

A proper invoice must include:

- Name of your business concern and invoice date
- Lease Contract No., Supplemental Agreement No., and building location. Description, price, and quantity of property and services actually delivered or rendered.

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.

20. PAYMENT PROCEDURES

GSA's payment due date will be thirty days after the receipt of invoice or after the acceptance of goods or services, whichever of the two is later. The payment date is the date of the Treasury check.

21. .. Restoration for any and all change orders is hereby waived by the Lessor.