

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 38	DATE 11-24-09
		TO LEASE NO. GS-03B-09074
ADDRESS OF PREMISE City Crescent Building 10 South Howard Street Baltimore, Maryland		PDN Number: PS0016199
<p>THIS AGREEMENT, made and entered into this date by and between City Crescent, LLC whose address is 1020 19th Street, NW, Suite 550 Washington DC 20038</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease. To issue notice to proceed for Design Services NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution of the Government, as follows:</p> <p>A. Paragraph 13 to the Rider of the lease is hereby amended by adding to the existing text the following: This Supplemental Lease Agreement (SLA) formally and officially issues Notice to Proceed for the [redacted] [redacted] [redacted] design services proposed for the City Crescent Building located at 10 South Howard Street in Baltimore Maryland.</p> <p>*1. The Lessor shall furnish all labor, materials, tools, equipment, services and associated work (to include moving all furniture) to perform the scope of work in accordance with the Lessor's proposal dated October 22, 2009. This document is incorporated by reference. The document describes the design and architectural services of the 7th floor required for the [redacted] [redacted] space at 10 South Howard Street in Baltimore, Maryland.</p> <p>2. The total cost to the Government for the above design services shall be \$33,880.00. The Government agrees to reimburse the Lessor through monthly progress payments. The Lessor shall submit monthly invoices to the Government reflecting work completed. Upon the Government's inspection and acceptance of the work, the Government shall reimburse the Lessor for the amount of the invoice. In no event shall the Government reimburse the Lessor for work it does not deem to be completed in a satisfactory manner.</p> <p>The Lessor must submit an invoice, which includes the PDN Number PS0016199 directly to GSA Finance at GSA, Greater Southwest Region (7BC), P.O. Box 17181, Fort Worth, TX 76102-018. Also a copy of the invoice must be sent to the GSA Contracting Officer.</p> <p>3. All work shall be completed by the Lessor within thirty (90) days of the Lessor's receipt of Government Approved finishes and written notice to proceed. In case of failure on the part of the Lessor to complete the work within the aforementioned time frame of this Supplemental Lease Agreement (SLA), the Lessor shall pay the government a fixed and agreed liquidated damages, pursuant to this clause, the sum of \$100.00 a day for every calendar day that the delivery is delayed beyond the date specified for completion of this SLA work.</p>		
All other [redacted] in force and effect. IN WITNESS WHEREOF, the names as of the above date.		
LESSOR BY _____ [redacted signature]		_____ <i>Agent</i> (Title) _____ (Address)
UNITED STATES OF AMERICA BY _____ [redacted signature]		_____ Contracting Officer (Official Title)

Initialed by Lessor Government


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4. Upon completion of the work, the Lessor shall notify Maria Szkotak on (215) 446-4538 to arrange for inspection. Said inspection and acceptance of such work by the government shall occur within ten (10) business days of Lessor's notification. Following the same, rent shall commence on the acceptance of the space by the Government.

5. It is understood and agreed that the government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension thereof, title shall rest with the Lessor and all rights of restoration shall be waived."

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GSA FORM 276 (REV. 7-67)

B. INSPECTION OF CONSTRUCTION

(A) Definition. "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.

(B) The Lessor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed is required under the contract requirements. The Lessor shall maintain complete inspection records and make them available to the Government upon request. All work is subject to Government inspection and test at all reasonable times before acceptance, to ensure strict compliance with terms of the contract.

(C) Government inspecting and tests are for the sole benefit of the Government and do not—

- (1) Relieve the Lessor of responsibility for providing adequate control measures;
- (2) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (1) below.

(D) The presence or absence of a Government inspector does not relieve the lessor from any contract requirements, nor is the inspector authorized to change any term or condition of the specification without the Government Contracting Officer's written authorization.

(E) The Lessor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the policy interest the Government consents to accept the work with an appropriate adjustment in contract price. The Lessor shall promptly segregate and remove rejected material from the job site.

(F) If the lessor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the lessor or (2) terminate for default the Lessor's right to proceed.

(G) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work Government/Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(H) After final inspection and acceptance of such work by the Government, an invoice duly executed by the lessor for the cost of the work completed shall be forward to the General Services Administration, Chesapeake Realty Services Center, 3PC, 20 N. 8th Street, 9th Floor, Philadelphia, PA 19107-3191.

The following clause, General Conditions for Lease alterations, are hereby added to this lease:

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GENERAL CONDITIONS FOR LEASE ALTERATIONS

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 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. LAWS AND ORDINANCES.

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

4. 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. All work shall be done during the Governments business hours 8:00am to 5:00pm Monday thru Friday.

5. USE OF BUILDING

The lessor shall prohibit his employees from disturbing papers 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 the Building Manager, guards, inspectors, etc.

6. 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.

7. 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.

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8. 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 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.

9. 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 evinced by Alien Registration Receipt Card Form 1- 15 1, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

10. EXTRAS

Except as otherwise provided in this 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

11. 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 3 1.

12. 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.

13. 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.

14. 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.

15. INDEMNITY

The lessor shall save and keep harmless and indemnify the against any and all liability claims, and costs of kind and nature for injury to or death of any person and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident 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.

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