

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 17	TO LEASE NO. GS-06P-40004	DATE NOV 09 2010	PAGE 1 of 4
ADDRESS OF PREMISES 333 W. Pershing Road, Kansas City, Missouri 64108			

THIS AGREEMENT, made and entered into this date by and between **Pershing Road Development Company, LLC, a Missouri limited liability company**

whose address is 333 West 11th Street, Suite 101
Kansas City, Missouri 64105-1639

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:

The word "effective" directly above was deleted prior to signature by either party.

1. **Mantrap** - The Lessor shall design, provide and install a mantrap per scope of work defined in documents sent via e-mail to Brian Dunlay from Joe Albertson dated October 12, 2010 which included a PDF document number 20101012142205489. The PDF included a statement of work, a price quote, detailed estimate, and a sketched drawing. In addition, the e-mail contained a document called North ADA Mantrap Entrance-Design Portion consisting of two pages. The project includes the adjacent ADA turnstile described below. The total cost of the project is \$142,294.46. Please see scope of work to be provided below which is further defined by the e-mailed documents above.

The Lessor will provide all necessary labor, materials, and supplies to accomplish the work described at the above stated location. All work will be performed in accordance and compliance with applicable National, State and Local safety and electrical codes in a safe and workmanlike manner, matching existing equipment and surroundings where applicable. All work areas will be left free of debris at the completion of each work day. Work site must be left trash free and clean on a daily basis.

All work shall be coordinated with all trades and all shop drawings, etc. All work shall be approved by the [redacted] Project Manager prior to proceeding with the installation. Refer to the attached specifications and blueprints where applicable.

The Lessor shall verify existing conditions prior to proceeding with cutting, drilling or altering of existing construction and shall be responsible for and replace at his expense any damages he might incur.

Work will be performed during normal working hours only, no evenings or weekends.

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

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written

LESSOR: Pershing Road Development Company, LLC, a Missouri limited liability company	
SIGNATURE [redacted]	NAME OF SIGNER Kenneth V. Hager
ADDRESS [redacted]	
IN T [redacted]	NAME OF SIGNER Linda Morris
UNITED STATES OF AMERICA	
SIGNATURE [redacted]	NAME OF SIGNER Brian K. Dunlay
	OFFICIAL TITLE OF SIGNER Contracting Officer

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Work requiring materials producing fumes/odors must be coordinated/approved by Facilities Branch COTR to avoid disruption of agency operations. Such materials include, but are not limited to, paint, varnish, stain, solvents, and/or adhesives.

The Lessor's contractor must warranty all work for a period of one full year from the date of GSA acceptance.

The Lessor shall provide, 3 working days prior to start of project, the names of all employees, that are to work on this project, that do not have [redacted] building access. [redacted] badges are to be worn at all times. All work to be completed in a RESTRICTED area must be coordinated with the [redacted] Project Manager.

The GSA Project Manager for this project is Brian Dunlay. He can be reached at 816-926-3161. No cost changes are to be made to this project without his approval.

GENERAL PROJECT DESCRIPTION:

The Lessor shall provide the design services for the creation of the ADA accessible entrance at the North fence line of 333 W. Pershing Rd. The requirements to provide the entrance are described below:

SPECIFICATIONS:

An ADA accessible entrance at the North fence line of 333 W. Pershing Rd. shall be provided. The designers are to create drawings for the construction of a mantrap at the North fence line of 333 W. Pershing Rd. that meets ADA accessibility guidelines. The package is to include at a minimum design of: A mantrap located at the West leaf of the double swing gate North of the Post Office building.

a. Removal of the West gate post and leaf of the existing double swing gate on the North fence line of the campus. Removal of two existing removable pipe bollards South of the existing gate that is to be removed.

b. [redacted]

c. [redacted]

d. [redacted]

Drawings

The package is to include 3 hard copies of all drawings and 2 electronic copies of the final design. The package is to be composed of architectural and electrical/security drawings at a minimum.

All plans shall have been generated by a Computer Aided Design (CAD) program that is compatible with the latest release of AutoCAD, or as specified by the Contracting Officer. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM upon completion of the final design. Use layering Standards as defined by the American Institute of Architects, with GSA provided CAD standards as shown at www.gsa.gov/cifm.

MISCELLANEOUS PROVISIONS

Measurements and/or quantities have been provided in good faith, but they should be considered as approximations. The contractor is responsible for verifying all measurements and quantities.

Initials: [signature] & [signature]
Lessor Gov't

2. Lighting Retrofit - The Lessor shall provide and install all necessary labor, materials, and supplies necessary to accomplish the work lighting replacement project. All work will be performed in accordance and compliance with applicable National, State and Local safety and electrical codes in a safe and workmanlike manner, matching existing equipment and surroundings where applicable. All work areas will be left free of debris at the completion of each work day. Work site must be left trash free and clean on a daily basis.

All work shall be coordinated with all trades and all shop drawings, etc. All work shall be approved by the [REDACTED] Project Manager prior to proceeding with the installation. Refer to the attached specifications and blueprints where applicable.

The Lessor shall verify existing conditions prior to proceeding with cutting, drilling or altering of existing construction and shall be responsible for and replace at his expense, any damages he might incur.

Work will be performed during normal working hours only, no evenings or weekends.

Work requiring materials producing fumes/odors must be coordinated/approved by Facilities Branch COTR to avoid disruption of agency operations. Such materials include, but are not limited to paint, varnish, stain, solvents and or adhesives.

The Lessor's contractor must warranty all work for a period of one full year from the date of GSA acceptance.

The Lessor shall provide, 3 working days prior to start of project, the names of all employees, that are to work on this project, that do not have [REDACTED] building access [REDACTED] badges are to be worn at all times. All work to be completed in a RESTRICTED area must be coordinated with the [REDACTED] Project Manager.

The GSA Project Manager for this project is Brian Dunlay. He can be reached at 816-926-3161. No cost changes are to be made to this project without his approval.

GENERAL PROJECT DESCRIPTION:

Lessor will be responsible for removing 1480, 175 watt, HID light fixtures in the [REDACTED] garage with 1480 (Lessor provided) 3 lamp T-8 fluorescent fixtures. In addition the SOW calls for removing the existing light fixtures and disposing/recycling them in a safe manner. Lessor to provide all labor and supplies needed to complete replacement of garage lighting. Work can be done during normal operating hours and [REDACTED] will coordinate with contractor and MC Realty to close down parking spaces for installation of new lights.

SPECIFICATIONS:

Lessor will be responsible for removing 1480, 175 watt, HID light fixtures in the elevator lobbies, G1, G2, G3, G4, and G5 levels of the [REDACTED] garage and the adjacent emergency space under the North Wing Main Street area. In addition, the Lessor will be responsible for properly disposing of or recycling the removed fixtures pursuant to all national, state, and local codes. The Lessor will also be responsible for all labor and material necessary for the installation of (1386) VTG-1X4-3L-T8-UL1-MN-IS-UE-MM-SB (SB-Spec'd Ballast GE Normal Plus - 4ft Vaportight / 3 Lamp T8 /GE Normal Plus 1.0BF 120/277v / Micro Matt Reflector (or GSA approved alternate) and (94) VTG-1X4-3L-T8-UL1-MN-IS-UE-MM-SB-OC (with ambient light photocell) (or GSA approved alternate) along the perimeter of the IRS Kansas City Campus Garage. In addition also include Wattstopper HB350W Passive Infrared Occupancy Sensors with HBL2W lenses designed for low bay applications on all (1480) fixtures. New fixtures are to be installed at a height of no less than seven feet above the floor of levels G2, G3, G4, and G5 and no less than eight feet above the floor of level G1. New lighting is to be installed to match existing bottom fixture height. Hardware to include pendant mounting kit matching attached specification or GSA approved alternate. Lessor to provide all labor and supplies needed to complete this scope of work. Work can be done during normal operating hours and [REDACTED] will coordinate with contractor and MC Realty to close down parking spaces for replacement of lighting. All work is to be complete by February 28, 2011.

Stainless steel latches are being provided.

MISCELLANEOUS PROVISIONS

Measurements and/or quantities have been provided in good faith, but they should be considered as approximations. The Lessor is responsible for verifying all measurements and quantities.

The cost of the above project is lighting \$457,050.81. The Government will pay the Lessor monthly progress payments for the lighting project.

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3. Preliminary site observations and defining of the scope of work began in July of 2010. Payment for the work described in numbers 1 and 2 above will become due (30) days after completion of the work, acceptance by the Government, and receipt of an acceptable invoice from the Lessor. An invoice for payment must be submitted as follows:

Original Invoice: General Services Administration
Finance Division
P.O. Box 17181
Fort Worth, Texas 76102-0181
Telephone: (817) 334-2397

Copy To: Brian K. Dunlay
Lease Contracting Officer
West Leasing Branch (6PRW)
Real Estate Acquisition Division
1500 East Bannister Road
Kansas City, Missouri 64131-3088

A proper invoice must include:

- PDN Number at the top of invoice, the PDN number is **PS0018826**
- Lease Contract Number, Supplemental Lease Agreement Number and building address.
- Description, price and quantity of property and services actually delivered or rendered.

4. The following sentence of Paragraph 6.18.A.2 (Lighting) of the Lease is deleted "Indoor parking shall have a minimum of 5-foot candles and shall be designed based on EISNA standards." The deleted sentence is replaced with the following sentence "Indoor parking shall have an average of 3 foot-candles in lit areas and shall be designed based on EISNA standards."

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