

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>12</u> <i>MS</i>
	TO LEASE NO. GS-04B-61947
ADDRESS OF PREMISES: 1290 PREMIER DR STE 140 CHATTANOOGA, TN 37421-3743	PDN Number: PS0033878

THIS AMENDMENT is made and entered into between **1290 POINTE CENTRE PARTNERS, GP**

WHOSE address is: **1209 PREMIER DRIVE, SUITE 101
CHATTANOOGA, TN 37421-3743**

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

WHEREAS, the parties hereto desire to amend the above Lease to incorporate the alterations into the lease contract; issue the Notice to Proceed and establish the Lump Sum payment for alterations of the HVAC alterations.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective February 8, 2016 as follows:

Upon the Government's execution of this Lease Amendment (LA) the Notice to Proceed is issued for the amount of **\$8,458.25** in accordance with the specifications detailed in Attachment "A" Lessor's Quote dated June 25, 2015; Attachment "E" Summary of Work, attached hereto and made a part hereof. Please be advised that any work that is done that exceeds the cost specified above will be the financial responsibility of the Lessor.

The occupying tenant agency does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes or modifications of this lease agreement unless, approved by a GSA, Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.

The Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, construction cost and services and all other similar cost and expenses associated with the alterations to the space as defined in the scope of work as incorporated into the construction drawings. All work must be completed within 75 days from full the date of full execution of this lease amendment.

This Lease Amendment contains 5 page(s); Attachment A and Attachment B.

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 below date.

FOR THE LESSOR:

Signature: _____
 Name: KYNDY HALLON
 Title: Vice President
 Entity Name: 1290 Pointe Centre Partners, GP
 Date: 2/18/16

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 GSA, Public Buildings Service,
 Date: 2.24.16

WITNESSED

Signature: _____
 Name: RUSSELL LITTLE
 Title: Broker
 Date: 2-18-2016

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous lease agreements, the terms and conditions of this Agreement shall control and govern.

INVOICE.

The preferred way to submit an invoice to GSA for payment is electronically via the Internet. Please register as a vendor initially and receive a password at www.finance.gsa.gov and follow the directions for invoice submittal. If you have any difficulty, please contact the Contracting Officer. Please include the following PS# on your invoice: PS0033878

Please submit the invoice for payment electronically according to the instructions above, if possible, or by mail on the lessor's letterhead to the following:

General Services Administration
Greater southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102

Mall an additional copy to :
General Services Administration
Realty Services Division (4PEB)
77 Forsyth Street
Atlanta, GA 30303
Attn: Ryan Y. Johnson or email: ryan.johnson@gsa.gov

A proper invoice must include:

An invoice number provided by the Contracting Officer.
Name of your Business Concern and Invoice Date
Lease Contract No., Lease Amendment No., and Building Location
Description and Price of items in conformance with the LA

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

GSA's payment due date will be thirty days after 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 or electronic funds transfer. Submittal of an improper invoice may lengthen the thirty days due date.

Contractor is advised that all work under this contract will be performed **DURING NORMAL WORKING HOURS.**

Any changes or work performed by request of others and not the Contracting Officer shall be at the expense of the contractor.

Minimum Disruption:

All construction shall be prepared in such a manner so that all work phase sequencing may proceed with minimum disruption to the occupying agency during the construction process

Measurements:

INITIALS:

RHO
LESSOR

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[Signature]
GOVT

All dimensions, measurements and/or quantities indicated in this specification are approximate and shall not be used by the contractor as definite. Contractors are expected to inspect the job site prior to acceptance of delivery order in order to acquaint themselves with the scope of the project and to verify measurements. In no event shall failure to inspect constitute grounds for claim after the delivery order is awarded

Quality Control:

The work performed under this contract must demonstrate skills of the highest quality. Any imperfections that reveal a lower level of workmanship (i.e., poor painting, uneven sills, poor joints, large nail holes, finishes, etc.) shall be deemed unacceptable. The GSA COR/PM will make random site visits to insure that the project is meeting standards and is acceptable. Any attempt to disguise poor workmanship shall be deemed unacceptable. Any work that is found to be unacceptable shall be removed at the expense of the contractor and re-performed correctly.

Substantial Completion Inspection: When notified the GSA COR/PM will conduct an inspection of the work performed. Any deficiencies will be required to be corrected prior to final payment being released.

██████████ employees will provide the security escort during normal business hours of Monday through Friday from 7:00 am – 5:00 pm.

Safety:

The safety of occupants and workers is of paramount importance any unsafe conditions must be addressed immediately. All activities conducted under this contract shall be performed in compliance with all applicable Safety regulations and guidelines including but not limited to:

- Asbestos Awareness
- Lead Paint
- OSHA
- NFPA
- General worksite safety practices

Liquidated Damages:

If the contractor causes damage to the facility or its contents in any manner the contractor is responsible to correct damages or to pay for the necessary corrections. If the contractor fails to complete the work within specified time period, or any granted extension, the contractor shall pay \$ 0 per day to the government as liquidated damages: The sum as specified in the delivery order for each calendar day of delay.

Warranty:

In addition to any manufacturer's warranty, all materials and equipment provided shall be warranted against defect in material and workmanship for a period of one (1) year from the date of final acceptance by the government. Also, the Contractor shall guarantee all work performed shall to be free of defects in materials and workmanship.

Cleaning:

All rubbish resulting from installation shall be systematically collected and removed from the jobsite.

Contacts:

JASON CUMMINGS
Building Manager
800 MARKET ST
KNOXVILLE TN 37902-2327
(865) 291-5448 (office)
(702) 370-9253 (cell)
jason.cummings@gsa.gov

Work Hours:

All work under this contract shall be performed during normal working hours, Monday through Friday, 8:00 am - 5:00pm.

Period of Performance:

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Period of performance is 75 days from Notice to Proceed (NTP)

Sustainability Practices:

The government reserves the right to keep all material resulting from demolition. All recyclable demolished materials (drywall, metal studs, metal tracks, cove base, carpet, etc.) shall be recycled. Documentation shall be furnished to the GSA Contracting Officer to support this recycling effort.

- Materials used in operations, alterations, maintenance, upgrades and construction projects (10% - 50% of purchase).
 - Made of 70% salvaged material.
 - Made of 10% post-consumer or 20% post-industrial waste.
 - Made of 50% rapidly renewable material.
 - FSC certified wood.
- or-
- ~~Made of 50% materials produced within 500 miles~~

- Divert at least 50% of waste construction and demolition materials from landfills.
- Water-using equipment must conform to 1992 EPA water efficiency standards.
- Adhesives and sealants must be below Volatile Organic Compound (VOC) limits established by CA South Coast Air Quality Management District Rule #1168. Sealants used as fillers must meet VOC requirements of California Bay Area Air Quality Management District Regulation #8, Rule #51.
- Paints' and coatings' VOC emissions shall not exceed the Green Seal's Standard GS-11.
- Carpet meets the requirements of the Carpet and Rug Institute (CRI) Green Label Plus carpet testing program.
- Carpet cushions shall meet the CRI Green Label testing program.
- Composite panels and agrifiber products contain no urea formaldehyde resins.
- All interior construction programs shall operate as according to the SMACNA IAQ Guideline for Occupied Buildings under Construction, 1995, Chapter 3.

Government Standards:

- All electrical wiring and conduit concealed in gypsum board walls must be installed vertically.
- All materials and equipment utilized in performance of the work must meet the requirements of the Facilities Standards for the Public Buildings Service, PBS P-100 and other applicable codes and standards for the particular materials or equipment and installation of same.

- **TURNOVER PROCESS:**

Substantial Completion

Assist the GSA in conducting a final inspection and preparing a punch-list documenting remaining work.

Participate with the GSA in conducting follow-up inspections to administer resolution of punch-list items, involving stakeholders as appropriate.

Warranties, Guarantees and Certificates

Prepare and submit warranties, guarantees, and certificates, ensuring that the GSA rights and responsibilities are clearly defined.

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LESSOR

Material Samples, Attic Stock and Spare Parts

As a condition for the GSA certification of substantial completion, provide an inventory list of all attic stock items to be turned over to the GSA at close-out.

Closeout/Admin Stage

CONTRACTOR Contract Closeout

Resolve all punch list items.
Submit release of claims.

- **PAYMENT FOR CONSTRUCTION WORK**

Refer to FAR 52.232-5 Payments under Fixed-Price Construction Contracts and FAR 52.232-27 Prompt Payment for Construction Contracts.

- **TRAVEL**

Unless otherwise indicated in the Scope of Services sections, the Contractor is responsible for travel costs to support the requirements contained in this Statement of Work, including all progress meetings, workshops, reviews, and site visits. The Contractor shall assume all travel will be within the vicinity of the project site except as specifically indicated otherwise in the Scope of Services section.

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