

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICES		SUPPLEMENTAL AGREEMENT NO. 17	DATE OCT 01 1997
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO. GS-03B-09074	
ADDRESS OF PREMISES	City Crescent Building 10 South Howard Street Baltimore, Maryland 21201		
THIS AGREEMENT, made and entered into this date by and between			
	City Crescent Limited Partnership c/o Otis Warren Real Estate Services		
whose address is	10 South Howard Street Baltimore, Maryland 21201		
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 upgrade security with the placement of [redacted] or equivalent, and [redacted] or equivalent, in the first floor building lobby for the duration of the lease term and all lease extensions and lease renewals.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective _____ upon award _____ as follows:			
A.) Lessor shall furnish, install and maintain all labor, material, tools, equipment services, and associated work (except for the Government provided equipment) to provide the alteration described in the Scope of Work, for the security upgrade accepted by the Lessor in the lobby located in the City Crescent Building, Baltimore, Maryland, and further described in the construction drawings provided by Diana Tracey Architects and reviewed by Lessor's Architect, Weihe Partnership, dated March 14, 1997.			
B.) The cost to the Government for all the work described in Paragraph A, shall be a lump sum payment of \$4,183.00, in accordance with the price proposal submitted by the Lessor on June 30, 1997 and amended on July 23, 1997 and shall include the following:			
	<ul style="list-style-type: none"> <li>* Purchase and install FPT449 one flush mount floor receptacle with dual circuit duplex receptacle.</li> <li>* Purchase and install one 3/4" EMT conduit from panel LB-2 to floor box with two 20 amp, 120 volt circuits.</li> <li>* Run cable from the garage to the electrical room located on the second floor. Purchase two plastic baskets.</li> <li>* [redacted] lobby floor and core drill.</li> <li>* Discard of boxes/crates for [redacted] and [redacted]</li> </ul>		
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.			
[redacted]	Otis Warren of Maryland, City Crescent President		
[redacted]	(Title)		
[redacted]	10 South Howard Street, Baltimore, Maryland		
[redacted]	(Address)		
[redacted]	Contracting Officer		
[redacted]	(Official Title)		

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In the event that the installation of the work results in damage to the marble floor in the form of cracks beyond normal wear and tear, notwithstanding the conduct of said installation in a skillful and workmanlike manner by the lessor, Government shall make a one time payment for replacement of marble in an amount not to exceed \$5,760.00. The lessor shall notify and permit Government to witness the core drilling related to said installation.

C.) Upon completion of work, Lessor shall notify the Contracting Officer to arrange for inspection. After inspection and acceptance by the Government, the Lessor shall conform to GSA's lump sum payment procedures by forwarding to the General Services Administration, Chesapeake Realty Services District, ATTN: Douglas Dooling, 100 Penn Square East, Philadelphia, PA 19107, a properly executed invoice for the alteration. A proper invoice shall reference the Supplemental Lease Agreement number; shall describe the work and amount billed and shall state where the check is to be made payable.

D.) The Government, at its own expense, shall provide adequate storage space for the related security equipment and supplies until the work is completed at no additional cost to the Government.

E.) It is understood that the Government retains title to all items covered by this agreement and all such items (excluding the electrical outlet and its associated circuitry) must be removed at the Government's expense at the end of this Lease term or any extension thereof, and the Government shall restore the premises to good and tenable condition.

F.) All work shall be completed 120 days from receipt by the Lessor of the award letter. 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 as fixed and agreed liquidated damages, pursuant to this clause, the sum of \$175.00 a day for every calendar day that the delivery is delayed beyond the date specified for completion of this SLA work.

G.) 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.

H.) 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.

I.) Termination for the Convenience of the Government: The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the 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.

J.) 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 referenced as fully as if set forth at length herein.

K.) Laws and Ordinances: The Lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

L.) Scheduling Agreement Work: The Lessor shall make necessary arrangements with the LaSalle Partner Contract Manager, 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 after the Government's business hours but not on weekends or Federal holidays.

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M.) 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.

N.) 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.

O.) 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.

P.) 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 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.

Q.) Lessor Employees: Each employee of the Lessor performing this work 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.

R.) 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 Contract Manager and the price stated in such order.

S.) Pricing of Adjustments: When costs are a factor in any determination of an agreement price adjustments 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.

T.) 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 premise clean. Unless otherwise specified, all materials and equipment removed shall become the property of the Lessor who shall remove them from the job site.

U.) 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.

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V.) Inspection: All material, workmanship, and equipment shall be subject to the inspection and approval of the Contract Manager or his/her representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

W.) 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 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.

X.) Inspection of Construction:

A.) Definition: "work" includes the specifications under Item "B" above, but is not limited 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 Government upon request. All work is subject to Government inspection and test at all reasonable times before acceptance, to ensure strict confidence 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 I below:

D.) 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 Officers 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.


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- G.) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Lessor, on request shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Lessor or its is found to meet contract requirements, the LaSalle Partners Contract Manager shall make and equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work as thereby delayed, an extension of time.
  
- H.) 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/Contract Manager 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.

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