

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT (SLA)
No. 26

DATE

1 8 NOV 2003

TO LEASE NO.
GS-03B-09074

ADDRESS OF PREMISE
City Crescent Building
10 South Howard Street, Baltimore, MD 21201

ACT Number

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 by contracting with the lessor to provide, install, and maintain space alterations described in the attached drawings within GSA leased space on the second floor of the City Crescent Bldg.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective Upon acceptance by Government, as follows:

At this time, the Government issues Notice to Proceed with all alterations within the scope of work that is incorporated in this supplemental lease agreement (SLA No. 26).

A. Lessor shall furnish, install and maintain all labor, material, tools, equipment services and associated work to provide the alterations as described in the attached documents:

- Otis Warren's letter of July 10, 2003 - Change Order No. 1 for blocking, electrical, installation of motorized screen for [REDACTED].
- Otis Warren's letter of October 16, 2003 - Change Order No. 3 for additional mechanical and electrical for [REDACTED].
- Otis Warren's letter of October 20, 2003 - Change Order No. 2-R (revised) for blocking, installation of projection screen and 4 electrical outlets for [REDACTED].

These documents describe the required modifications (change orders) to SLA No. 25 for both the [REDACTED], and the [REDACTED] on the second floor of the City Crescent Building, 10 South Howard Street, Baltimore, Maryland.

B. TERMS: The cost to the Government for all the work described in Paragraph A. is \$35,039.40. Payment shall be funded via a lump sum payment to the lessor upon the Government's acceptance of the alterations described in this SLA, and SLA No.25.

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

BY

Managing General Partner
(Title)

10 S. Howard St., Suite 110
(Address)
Baltimore, MD 21204

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B

Contracting Officer
(Official Title)

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C. 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.

Lessor  Government 

(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 subcontractors, the Lessor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Government Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was 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/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.

(I) 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 this lease term, or any extension thereof, title shall vest in the Lessor and all right or restoration waived.

(J) If there are any lump-sum reimbursements required as part of this agreement, the following procedure shall be followed for reimbursement: After final inspection and acceptance of such work by the Government, an invoice, which includes the ACT Number, duly executed by the lessor for the cost of the work completed shall be directly forward to the General Services Administration 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.

D. DAMAGES

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 \$200.00 a day for every calendar day that the delivery is delayed beyond the date specified for completion of this SLA work.

Lessor  Government 

6. 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.

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 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 that 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 evinced 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 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.

Lessor (11) Government DMD

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 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.

Lessor @ Government DWO