

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-10B-07273
ADDRESS OF PREMISES: PIER ONE BUILDING 10 PIER ONE ASTORIA, OR 97103-6311	PDN: PS0029658

THIS AMENDMENT is made and entered into between **PORT OF ASTORIA**

whose address is: 10 Pier 1, Suite 308
Astoria, OR 97103-6311

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 issue the Notice to Proceed (NTP) for Change Orders 1, 2, 3, 4, 5, 6.1, 7, 8, 10, 12.2 and 13.1.

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

SFO Paragraph 3.3 is hereby modified in the lease.

3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT

A. The total Tenant Improvement Allowance (TIA) of \$53,080.88 (1,213 USF X \$43.76) is set forth in the Lease. The Government has reviewed the Lessor's pricing for TI costs in excess of the TIA and change orders as described in the table in **Subparagraph B**, below, and determined them to be fair and reasonable. Said pricing includes all costs for labor, materials, fees, overhead, profit, and any other costs required to complete this work. This Lease Amendment serves as the Notice to Proceed (NTP) for the Change Orders in the table below and as depicted in the applicable Exhibit. All costs exceeding the TIA will be paid per the instructions outlined in SFO Paragraph 3.3.

Continued on next page.

This Lease Amendment contains 83 pages including Exhibit "A".

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:

FOR THE LESSOR: [Redacted] FOR THE GOVERNMENT: [Redacted]

Signature: [Redacted]
Name: [Redacted]
Title: [Redacted]
Entity Name: [Redacted]
Date: 12-12-14

[Redacted Signature]
[Redacted Name]
[Redacted Title]
GSA, Public Buildings Service
12/15/14

WITNESSES:
[Redacted Signature]
Name: [Redacted]
Title: P.M.
Date: 12-12-14

In accordance with the GSA Notice to Proceed (NTP) Letters dated September 26, 2014, October 22, 2014, November 19, 2014 and November 25, 2019, this Lease Amendment (LA) memorializes the NTP with the construction of additional Tenant Improvements (TIs) and Building Specific Security (BSS) above the Tenant Improvement Allowance.

The following Paragraph is hereby added to the Lease:

“NOTICE TO PROCEED FOR TI COSTS OVER THE TENANT IMPROVEMENT ALLOWANCE AND LUMP SUM PAYMENT”

The Government has reviewed the Lessor’s Change Orders 1, 2, 3, 4, 5, 6.1, 7, 8, 10, 12.2 and 13.1 totaling **\$15,596.56** and determined that the proposals are fair and reasonable. This Lease Amendment serves as the Lessor’s Notice to Proceed (NTP) for the construction of additional TI’s and BSS; as depicted and according to the Change Order Proposals attached hereto as Exhibit “A” (80 pages). Said amount includes all costs for labor, materials, fees, overhead, profit and any other costs required to complete the work. The anticipated date of completion of TIs and BSS is December 2, 2014.

The total cost for TI’s and BSS in the amount of **\$470,388.85**, exceeds the TI Allowance of **\$53,080.88** and amortized BSS of **\$10,500.00**; which is stated in the Lease and amortized into the rental rate. The costs for TIs and BSS over the allowance, in the amount of **\$406,807.97** [\$470,388.85 (TI and BSS) – \$53,080.88 (TIA) – \$10,500.00 (Amortized BSS) + \$15,596.56 (C/O) = \$406,807.97], will be paid via lump sum, upon completion, inspection, and acceptance of the space; and upon receipt of an original invoice by the Contracting Officer.

The original invoice should be sent electronically to www.finance.gsa.gov AND must be sent directly to the GSA Finance Office at the following address:

**General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181**

A copy of the original invoice should be sent via electronic or regular mail to the Lease Contracting Officer at:

**Hilda Gonzalez
Lease Contracting Officer
General Services Administration
400 N. 15th St. SW
Auburn, WA 98001
hilda.gonzalez@gsa.gov**

A proper invoice must include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address and description, price, and quantity of the items delivered
- GSA PDN#/ **PS0029658**

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

INITIALS:  LESSOR

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B.

TI Pricing/ CO#	Description	Amount	Approval Letter Dated	Exhibit
	Tenant Improvements per the NTP issued 8/19/2014	\$454,792.29	N/A	N/A
CO #1.0	Repair cut grounding wire that was in an unexpected location in the slab on grade.	██████████	9/26/2014	A
CO #2.0	Leave gas meter in the existing location. (Credit)	██████████	9/26/2014	A
CO #3.0	Install a 12" bypass duct. Reference RFI #7	██████████	9/26/2014	A
CO #4.0	Add Cable TV to open office as requested per ██████ inspection.	██████████	9/26/2014	A
CO #5.0	Add chime to Entry Door #7 per ██████ inspection.	██████████	9/26/2014	A
CO #6.1	Raise Transaction Window from 36" high to 42" high and add ADA writing surface. Reference SK2.	██████████	10/22/2014	A
CO #7.0	Add three (3) plugs, data box and conduit. Lessor Shell cost. No Cost to the Government.	██████████	9/26/2014	A
CO #8.0	Add fire alarm devices per code. Reference Sheet E3.1.	██████████	9/26/2014	A
CO #9.0	Relocation of fire hydrant. Lessor Shell cost. No Cost to the Government.	██████████	N/A	A
CO #10.0	Cost for added electrical panels per RFI #14 (TI and Shell)	██████████	10/22/2014	A
CO #11.0	Installation of tile in Common / Lobby Area. Lessor Shell cost. No Cost to the Government.	██████████	N/A	
CO #12.2	LAN Room equipment and 4th patch panel and cross over required to tie CAT6 into the 25 pair 110 Block. Excludes 25 pair phone line.	██████████	11/19/2014	A
CO #13.1	Replace ██████ with ██████ to communicate with Denver ██████. Customized keying by locksmith according to ██████ key plan.	██████████	11/25/2014	A
TOTAL TI and BSS		\$470,388.85		

All other terms and conditions remain in full force and effect.

INITIALS:  LESSOR

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