


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 38	DATE (when GSA signs) 6/16/2011
	TO LEASE NO. GS- 07B-16484	
ADDRESS OF PREMISES: 1101 E. Hackberry Avenue McAllen, Texas 78501-6648		
<p>THIS AGREEMENT made and entered into this date by and between WSSA McAllen, LLC whose address is: 140 E. Second Street, Suite 220 Flint, MI 48502-1731</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:</p> <p>The purpose of Supplemental Lease Agreement (SLA) No. 38 is to provide for the construction and installation of the alterations and improvements in Suite 500 and 600 occupied by the [REDACTED] located at 1101 E. Hackberry Avenue in accordance with the Lease and provisions of this SLA. The provisions of this SLA are to include and define the terms of payment to the Lessor for the work to be performed under this SLA.</p> <p>A. The Lessor is hereby authorized to install the alterations and improvements in accordance with the Lease and provisions of this SLA and in compliance with all applicable local codes and ordinances. The Lessor is to provide all labor, materials, equipment required to make the alterations and construct the improvements.</p> <p>B. Alterations and Improvements</p> <ol style="list-style-type: none"> 1. The Costs of the Work for the alterations and construction of improvements to be completed under this SLA No. 38 shall not exceed the Lessor's Provided Costs Proposal for Project N11-80-025-MC dated June 8, 2011, as herein attached and made part of this SLA, submitted by the Lessor, for the sum of \$5,130.00, except to the extent that the Government shall request a Change Order. 2. Substantial Completion of the Work to be performed under this SLA shall occur no later than Sixty (60) days from the date of the Contracting Officer's Notice to Proceed. All alterations and constructed improvements to the [REDACTED] shall remain the property of the Lessor, and the Lessor waives all rights to restoration. 3. The Lessor shall be paid a one time lump sum payment of \$5,130.00 when work is completed and accepted by the Government. The Lessor shall issue a written Notice to the Government for Inspection of the Work. The Government shall perform its Inspection within Five (5) Working Days from the date of Lessor's Notice. Acceptance of the Work and its percentage completed shall not be unreasonably withheld. The Government shall make payment within thirty (30) days of the date of each invoice. <p>Lessor shall submit invoice for payment electronically via the GSA finance website at www.finance.gsa.gov. Each invoice is required to have a unique number, the name and address of the Lessor, the Lease and SLA number and the correct PDN, which for this SLA #38 is PS0020593.</p> <div style="text-align: right;">  </div>		

Supplemental Lease Agreement No. 38 to Lease GS-07B-16484

C. General Conditions

1. **Work Scheduling Agreement** - The Lessor shall make the necessary arrangements with the Contracting Officer or his representative in scheduling and performing the work to result in a minimum amount of interference to the activities of the Government. Lessor shall provide a Project Schedule to the Agency and GSA within five (5) business days from the date of the Contracting Officer's Notice to Proceed (NTP) or Pre-Construction Meeting.
2. **Lessor's Employees** - Each employee of the Lessor hired to perform the work provisioned under this SLA shall be (1) a citizen of the United States of America, (2) an alien who has been lawfully admitted for permanent residence as evidence by an Alien Registration Receipt Card Form 1-151, or (3) a person who presents evidence from the Immigration and Naturalization Service that employment by the Lessor will not affect his/hers immigration status.
3. **Extras** - Except as otherwise provided in this SLA, no charge for extra work or materials will be invoiced by the Lessor unless the same has been ordered in writing by the Contracting Officer and the description and price stated in such order.
4. **Inspections** - All material, equipment, and workmanship shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be corrected and made acceptable to the Government.
5. **Indemnity** - The Lessor shall save and keep harmless the Government against any and all liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way indecent to or arising out of the service, operations, or performance of work in connection with this SLA, resulting in whole or part from the negligent acts or omissions of the Lessor.

This Supplemental Lease Agreement No. 38 consists of seven (7) pages:

- GSA Form 276, inclusive (2 pages)
- Exhibit A - Lessor's Provided Costs Proposal, (2 pages)
- Exhibit B - Scope of Work, Project N11-80-025MC, (3 pages)

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

IN WITNESS WHEREOF, _____ names as of the above date.

LESSOR:

BY _____

Troy S. Farah

(Printed Name)

IN PRESENCE OF _____

140 E. Second Street, Suite 220
Flint, MI 48502-1731

(Signature)

(Address)

UNITED STATES OF AMERICA

BY _____

Jeff Seria, Contracting Officer
General Services Administration
1100 Commerce, Room 720
Dallas, TX 75242-1043

(Official Title)