

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

NO. 5

JUL 12 1993

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS- 04B-30123

ADDRESS OF PREMISES Newly constructed five-story facility (facility),
bounded by Columbia Avenue on the South, Jackson Street
on the East and Jefferson Street on the West.

THIS AGREEMENT, made and entered into this date by and between KEENAN DEVELOPMENT ASSOCS.,
ET.AL.

whose address is P. O. Box 11610
Columbia, South Carolina 29211

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said
Lease is amended, effective March 22, 1993, as follows:

- 1. This Supplemental Lease Agreement defines the costs associated
with the "Notice to Proceed" provided under Supplemental Lease
Agreement No. 2.

Labor Itemization
Materials
Subtotal:
Key Performance Bond ():
GSCI Overhead/Profit ():
GSCI bond ():
Revised Subtotal:
McDevitt Overhead/Profit ():
McDevitt Performance Bond ():
Keenan Overhead/Profit ():



LUMP-SUM PAYMENT
FOR CABLING: \$442,624.12

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

KEENAN DEVELOPMENT ASSOCIATES, ET. AL.

T. Owen Smith
T. Owen Smith, Mayor, City of College Park

BY John S. Hill
John S. Hill, President, Keenan
IN PRESENCE OF Development Associates

Francis P. Ward
Francis P. Ward, Chairman, College Park BIDA

(Signature)

(Address)

UNITED STATES OF AMERICA

Contracting Officer
GENERAL SERVICES ADMINISTRATION

BY Tamela W. Murphy
(Signature)

(Official Title)

2. a. Items listed above are to be provided by the Lessor. The Government may elect to make one lump-sum payment.
- b. In lieu of a total lump-sum payment after completion of all of the work, the Government may in its sole discretion, make partial payments for materials and work performed that can be clearly defined (i.e. 100% materials purchased and/or installation of cabling completed on 1st and 2nd floors). Upon completion, inspection and acceptance by the Government, and receipt of Lessor-furnished invoice, the Lessor will be reimbursed for that portion of work completed.
3. This award of \$442,624.12 is contingent upon your submittal of satisfactory details as discussed for the following:
 - a. GSCI - need to submit direct/indirect costs to substantiate the 10% overhead requested. This requirement can be met in one of the following manners: (a) financial statement (latest period); (b) trial run of trial balance; (c) certified statement from an independent accountant stating that overhead is 10%; or (d) list of direct/indirect costs.
 - b. McDevitt Bond - need a letter as requested from McDevitt's insurance company substantiating the [redacted] performance bond.
 - c. Key Services Bond - need a letter from Key's insurance company substantiating the [redacted] performance bond.

The above information must be submitted to this office within thirty (30) days for consideration. In the event a difference is found between supported versus proposed costs an adjustment will be forth coming under separate cover by Supplemental Lease Agreement.

4. Exhibit "E", Lump-Sum Reimbursables, of the lease contract is hereby amended to reflect the deletion of the requirements as specified in the lease contract (Item No. 38, computer cabling 4 pair twisted, unshielded data grade @ [redacted]). The requirements for the computer cabling are superseded by the requirements as outlined under Supplemental Lease Agreement (SLA) No. 2. Total cost for the computer cabling will be \$442,624.12.
5. Restoration for any and all change orders is hereby waived by the Lessor.

