

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE
AUG 20 1993

SUPPLEMENTAL LEASE AGREEMENT

NO. 11

TO LEASE NO.

GS- 04B-30123

ADDRESS OF PREMISES

1701 Columbia Avenue
College Park, Georgia 30337

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 June 28, 1993, as follows:

1. This Supplemental Lease Agreement defines the costs associated with the "Notice to Proceed" dated May 18, 1993, and provided under Supplemental Lease Agreement No. 10.
 - a. Installation of Government furnished generator and associated switchgear
 - b. Install Government furnished UPS
 - c. Provide & install UPS "HUDP" panelboard

TOTAL LUMP-SUM PAYMENT: \$ 82,741.00

2. a. Items (a) and (c) listed above are to be provided by the Lessor; and all work is to be performed by the Lessor. Upon completion of the work, acceptance by the Government and receipt of an invoice, the Lessor will be paid \$82,741.00.

(Continued on Page 2 of 3)

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 [Signature]
KEENAN DEVELOPMENT ASSOCIATES, ET.AL.

T. Owen Smith
T. OWEN SMITH, MAYOR, CITY OF COLLEGE PARK
Francis P. Ward
FRANCIS P. WARD, CHAIRMAN, COLLEGE PARK BIDA

IN PRESENCE OF

[Signature]
(Signature)

[Address]
(Address)

UNITED STATES OF AMERICA

BY [Signature]
(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

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% material purchased and installed). Upon completion, inspection and acceptance by the Government and receipt of Lessor-furnished invoice, the Lessor will be reimbursed for that portion of work which remains unpaid.

3. Page 93A, Paragraph 2, is hereby amended to the following (bold type represents that which has changed from the lease contract):

Uninterruptable Power Supply (UPS):

The Government agency shall furnish the 225KVA, 480V input/480V Output with separate battery cabinet, input XFMR, input filter, two breaker bypass cabinets as identified under Supplement Lease Agreement No. 10. The Government furnished UPS will be shipped to the job site via common carrier. Upon arrival, Lessor will inspect for damage (advising Government agency of any damage), offload the equipment and place in the UPS Room (B-18). Lessor will be fully responsible for complete hookup and connection/installation of UPS to insure accurate operation as determined by the "start-up" phase.

Government agency will procure for "start-up" for the UPS equipment, defined as follows: An on-site inspection of the hook-up and calibration to certify that the UPS was correctly installed by the contractor and to monitor the equipment to insure proper operation." This will activate the warranty for the equipment.

The UPS must be located near switchgear and generator rooms. The UPS room shall consist of 120 lead batteries, each weighing 60 pounds.

All other paragraphs in relationship to the UPS remain unchanged.

4. Page 148, Paragraph 2, is hereby amended to the following (bold type represents that which has changed from the lease contract):

The Lessor will fully install the Government-provided generator, switchgear and fuel connections to be fully operational in accordance with the scope of work provided under Supplemental Lease Agreement No. 10. The generator provided by the tenant is for Government use only. The Lessor is responsible for providing its own generator for the operation of the building and emergency back-up power. The 600 NUSF (actual square footage will be determined during mutual measurement) required for the Government generator will be included as part of net usable square feet. This room will house the Government emergency generator only. The Government will be



responsible for the maintenance, reserves and replacement of the generator.

5. Page 148, Paragraph 7, is hereby amended to the following (bold type represents that which has changed from the lease contract):

The four thousand (4,000) gallon fuel tank shall be provided and installed by the Lessor for the 550 KVA generator. **Testing will be the responsibility of the Lessor.** This tank is to be underground within 50-100 feet of the building and Lessor must comply with all EPA regulations regarding underground storage tanks. As a minimum, the tank must be fiberglass, must have a leak detection monitoring that can be inspected, and spill/overflow protection with a basin around the fill area in case of spills with an alarm sound if a spill occurs. The Lessor must provide maintenance, reserves, and replacement of the fuel tank and the fuel connection.

6. Page 148, Paragraph 8, is hereby amended to the following (bold type represents that which has changed from the lease contract):

The Lessor will fully install the Government-provided electrical switch gear and fuel connection for inside the building. The Lessor is to provide the direct fuel line to the generator, the Lessor is responsible for the connection. This fuel tank is not to be used by the Lessor for the Lessor furnished generator.

7. Restoration for any and all change orders is hereby waived by the Lessor.

