

GENERAL CONDITIONS
For Supplemental Lease Agreement No. 3
Lease Number GS-04B-48087
Final Change Order approval for Tenant Improvements
1650 Prince Avenue, Athens, Georgia 30606

1. CONDITIONS AFFECTING THE WORK

The Lessor shall require that the General Contractor inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and be informed as to all conditions, including other work performed. Failure to do so will in no way relieve the Lessor and/or General Contractor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

2. SPECIFICATIONS

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Lessor, save only at his own risk and expense.

3. LAWS AND ORDINANCES

The Lessor shall require that the General Contractor comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

4. SCHEDULING AGREEMENT WORK

The Lessor shall require that the General Contractor make necessary arrangements with the Contracting Officer or his representative to perform the work and arrange and schedule his work so that the minimum amount of interference with Government activities will result. Lessor shall require that the General Contractor ascertain the hours during which work can be performed when preparing its offer.

5. USE OF BUILDING

The Lessor shall require that the General Contractor prohibit any General Contractor employees from disturbing paper on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for Government use.

The Lessor shall require the General Contractor to ensure that the General Contractor's employees comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as Buildings Manager, guards, inspectors, etc.

6. ACCIDENT PREVENTION

The Lessor shall require that the General Contractor 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.

7. FIRE HAZARDS

The Lessor shall require that the General Contractor take every precaution to prevent fires during the

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performance of this agreement. The Contractor 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.

8. MATERIALS

The Lessor shall require that the General Contractor 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 manufactures or suppliers and shall be of a quality to conform with applicable Federal Specifications. Upon request by the Contracting Officer, the Lessor shall require that the General Contractor 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 Contractor 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.

9. CONTRACTOR EMPLOYEES

The Lessor shall require the General Contractor to ensure that each employee of the General Contractor is a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidence by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

10. EXTRAS

Except as otherwise provided in the 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.

11. DEBRIS AND CLEANING

The Lessor shall require that the General Contractor remove and dispose of debris and dirt as it accumulates, and upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all material and equipment removed shall become the property of the Lessor who shall remove them from the job site.

12. GUARANTEE

Unless otherwise provided in the specifications, the Lessor shall require that the General Contractor guarantee all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

13. 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.

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14. INDEMNITY

The Lessor shall require that the General Contractor save and keep harmless and indemnify 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 incident to 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 Contractor.

15. INSPECTION

The Contractor is the prime initiator for having the inspection accomplished. The Contractor is responsible for notifying the GSA **Contracting Officer** or their representative.

16. INVOICE: An invoice for payment must be submitted by the lessor on behalf of the General Contractor to the following address:

General Services Administration
Property Acquisition & Realty Services (4PEB-E)
ATTN: Karen King
77 Forsyth Street, Room 500
Atlanta, GA 30303

A proper invoice must include:

Name of the General Contractor and Invoice Date
Lease Contract No., Supplemental Agreement No., and Building Location
Description, Price, and Quantity of Property and Services Actually Delivered
If the invoice is not submitted on the Lessor's company letterhead, it must be signed by the Lessor's authorized representative or agent.

17. PAYMENT PROCEDURES

Please register for your online password to submit all invoices online at <http://www.finance.gsa.gov>, under "Quick Reference (right hand side of page), Obtains a Password.

The payment date is the date of the Treasury check. Submittal of an improper invoice may lengthen the thirty days due date.

18. Notwithstanding the above statements that the "Lessor shall require that the General Contractor" perform various obligations, the Lessor shall remain liable to the Government for the performance or nonperformance of its General Contractor. However, the Government shall accept performance by the Lessor's General Contractor provided it complies with the Lease.

Nothing Follows

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