

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. <b>GS-04P-LGA62206</b>
	BUILDING NO. <b>GA1111ZZ</b>
ADDRESS OF PREMISES:  <b>3000 FLOWERS ROAD S  ATLANTA, GA 30341-4115</b>	PDN Number:  <b>PS0036695</b>

**THIS AMENDMENT** is made and entered into between **FD GSA Mercer LLC**, hereinafter called the Lessor,

whose address is: **1001 N 19<sup>th</sup> Street, Suite 930  
Arlington, VA 22209-1736**

and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to provide formal Notice to Proceed for Change Orders, Provide lump sum payment procedures, and provide change order procedures.


NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon government execution as follows:

This Lease Amendment contains 3 pages, plus Exhibits


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 date.


**FOR THE LESSOR:**

Signature:   
Name: Charlene Williams  
Title: Manager  
Entity Name: FD GSA Mercer, LLC  
Date: 11/9/16

**FOR THE GOVERNMENT:**

Signature:   
Name: Michael Monaghan  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 11.9.2016

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Yosia Altahan  
Title: PM  
Date: 11.09.16

Paragraph 7.10 is hereby added to the Lease:

#### 7.10 NOTICE TO PROCEED FOR CHANGE ORDERS

A. This LA shall serve as the Lessor's NTP (Notice to Proceed) with the Change Orders as outlined in the table below and on the referenced exhibits. The Government reviewed the Lessor's TI pricing as outlined in the table below and has determined it to be fair and reasonable. Said Not To Exceed pricing includes all costs for labor, materials, fees, overhead, profit, A/E Fees and any other costs required to complete this work. This work will be paid via a RWA as a lump sum payment upon acceptance of the improvements by the Government.

B.

	<b>RWA for Lump Sum Payment</b>	<b>\$845,341.65</b>		
<b>CHANGE ORDER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>APPROVED VIA LA#</b>	<b>EXHIBIT</b>
3R1	Glass Partition Conference Rooms/ Glass Partition employee lounge		2	2A
4R1	2 Single Occ RR		2	2B
11	ERT Changes		2	2C
38	Cyber Conf. Room		2	2D
<b>Not To Exceed Total Change Orders approved for LA 2</b>				
<b>Total Lump Sum</b>				
<b>Remaining RWA Balance</b>		<b>\$731,408.58</b>		

Paragraph 7.11 is hereby added to the lease:

#### 7.11 LUMP SUM PAYMENT PROCEDURE

A properly executed original invoice, in the amount noted as, Not To Exceed, shall be forwarded to the GSA Finance office electronically on the Finance website at <http://www.finance.gsa.gov/defaultexternal.asp> and a copy will be provided to the GSA Lease Contracting Officer. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If you are unable to process the invoice electronically you may mail the original invoice to the following address:

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

INITIALS:

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LESSOR

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GOVT

A copy of the invoice must be provided to the Lease Contracting Officer at the following address:

General Services Administration  
Attn: Michael Monaghan  
77 Forsyth Street,  
Suite G-40  
Atlanta, GA 30303

For an Invoice to be considered proper, it must:

1. Be received after the execution of the Lease Amendment and included in the final Invoice
2. Reference the Pegasys Document Number (PDN) PS0036695
3. Include a unique, vendor supplied, invoice number.
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address. Payee's name and address must **EXACTLY** match the Lessor's name and address listed above.
6. Include the lease number.
7. Include invoice date.
8. Include description, price, and quantity of work or services delivered.
9. Name, title phone number and mailing address of person to be notified in the event of a defective invoice.

Paragraph 7.12 is hereby added to the lease:

#### 7.12 CHANGE ORDER PROCEDURES

- A. The General Conditions will not exceed 5% of the total subcontractor's costs.
- B. The General Contractor's fee will not exceed 5% of the total subcontractor's costs plus General Conditions for the Change Order.
- C. The Architectural/Engineering fees for construction changes will not exceed 6% of the General Contractor's Total Cost of Change Order (and will only apply if the Change Order requires design services).
- D. The Lessor's Project Management fee will not exceed 5% of the total costs.
- F. All requests for change order price quotations shall be in writing from the General Services Administration's (GSA) Contracting Officer/Specialist or Project Manager via email.
- G. Price quotations shall be supplied by the Lessor to the Government within (3) three weeks of the written request on a Change Order form.
- H. Notification of change order approval status shall be given within thirty (30) calendar days of the date the price quotation was received by the Government.
- I. Without written approval from the GSA Contracting Officer, no change order should be processed. If a change order is processed without written consent of the GSA Contracting Officer, the Lessor shall bear full financial responsibility for the change order and compliance to the terms of the Lease. Written approval shall be in the form of a signed Change Order form. All Change Orders will subsequently be memorialized in the Lease via Lease Amendment. Change Orders will be grouped to prevent excessive Lease Amendments.

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INITIALS: AW LESSOR & Cyn GOVT