

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL
AGREEMENT (SLA)
No. 27

DATE
13 JAN 2004

TO LEASE NO.
GS-03B-09074

ADDRESS OF PREMISE
City Crescent Building
10 South Howard Street, Baltimore, MD 21201

ACT Number

THIS AGREEMENT, made and entered into this date by and between

City Crescent Limited Partnership
C/O Otis Warren Real Estate Services

whose address is : 10 South Howard Street
Baltimore, Maryland 21201

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

WHEREAS, the parties hereto desire to amend the above Lease by contracting with the lessor to provide, install, and maintain space alterations described in the attached drawings within [REDACTED] leased space on the second floor of the City Crescent Bldg.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective Upon acceptance by Government, as follows:

At this time, the Government issues Notice to Proceed with all alterations within the scope of work that is incorporated in this supplemental lease agreement (SLA No. 26).

A. Lessor shall furnish, install and maintain all labor, material, tools, equipment services and associated work to provide the alterations as described in the attached documents:

- Otis Warren's letter of December 4, 2003 - Change Order No. 4 for adjustment due to outdated [REDACTED] Scheduled carpet.
- Otis Warren's letter of December 4, 2003 - Change Order No. 5 for 12 additional fire strobe/speakers and 7 smoke detectors.
- Otis Warren's letter of December 4, 2003 - Change Order No. 6 VAV box and exhaust fan in [REDACTED] space.

These documents describe the required modifications (change orders) to SLA No. 25 for both the [REDACTED], and the [REDACTED] on the second floor of the City Crescent Building, 10 South Howard Street, Baltimore, Maryland.

B. TERMS: The cost to the Government for all the work described in Paragraph A. is \$21,651.30. Upon the Government's acceptance of the alterations described in this SLA, Payment shall be funded via an monthly rent increase of \$360.86 for a period of 60 months, at which time the alterations are paid in full and the annual rent shall revert to its pre-SLA 25 rate. Cost will decrease due to painting credit for painting not received.

SEE REVISED TERMS ATTACHED

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: City Crescent Limited Partnership

BY _____

Managing General Partner
(Title)

10 S. Howard Street, Suite 110
Baltimore, MD 21201

(Address)

U
B

Contracting Officer
(Official Title)

B. TERMS - REVISED - January 6, 2004

The cost to the Government for all the work described in Paragraph A. is \$21,651.30. Upon the Government's acceptance of the alterations described in this SLA, Payment shall be funded in a lump sum payment of **\$7,008.30**. Included in this SLA is a **credit** in the amount of **\$14,643.00** for non-painting of the following spaces, reserved for future occupancy:

- █ Storefront Office
- 2nd floor - █ - Storage Areas
- 2nd floor - █
- Room 3640
- Room 3750
- Room 3740
- █⁶ - Investigation Office - 4th floor
- █ - 4th floor
- █ - Room 4640
- █ - Conf. Room 4650
- █ - Reception Area / Back Interior Offices
- █ - Room 6540

Lessor Government

(Handwritten signature) *(Handwritten signature)*

C. INSPECTION OF CONSTRUCTION

(A) Definition. "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.

(B) The Lessor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed is required under the contract requirements. The Lessor shall maintain complete inspection records and make them available to the Government upon request. All work is subject to Government inspection and test at all reasonable times before acceptance, to ensure strict compliance with terms of the contract.



(C) Government inspecting and tests are for the sole benefit of the Government and do not--

- (1) Relieve the Lessor of responsibility for providing adequate control measures;
- (2) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (I) below.

(D) The presence or absence of a Government inspector does not relieve the lessor from any contract requirements, nor is the inspector authorized to change any term or condition of the specification without the Government Contracting Officer's written authorization.

(E) The Lessor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the policy interest the Government consents to accept the work with an appropriate adjustment in contract price. The Lessor shall promptly segregate and remove rejected material from the job site.

(F) If the lessor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the lessor or (2) terminate for default the Lessor's right to proceed.

Lessor  Government 

The following clause, General Conditions for Lease alterations, are hereby added to this lease:

GENERAL CONDITIONS FOR LEASE ALTERATIONS

1. CONDITIONS AFFECTING THE WORK.

It is the responsibility of the lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and informed as to all conditions, including other work, if any, being performed, Failure to do so will in no way relieve the lessor 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. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.


(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

4. LAWS AND ORDINANCES.

The lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

5. SCHEDULING AGREEMENT WORK.

The lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. All work shall be done after the Governments business hours or on weekends.

Lessor _____ Government 

6. USE OF BUILDING

The lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Building Manager, guards, inspectors, etc.

7. ACCIDENT PREVENTION

The lessor shall 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.

8. FIRE HAZARDS

The lessor shall take every precaution to prevent fires during the performance of this agreement. The lessor 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.

9. MATERIALS

The lessor shall 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 manufacturers or suppliers and shall be of quality to conform with applicable federal Specifications. Upon request, the lessor shall 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 lessor 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.

10. LESSOR EMPLOYEES

Each employee of the lessor shall be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence as evinced by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

11. EXTRAS

Except as otherwise provided in this 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.

Lessor W Government DMD

12. PRICING OF ADJUSTMENTS

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

13. DEBRIS AND CLEANING

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the lessor who shall remove them from the job site.

14. GUARANTEE


Unless otherwise provided in the specifications, the lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

15. 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.

16. INDEMNITY

The lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of kind and nature for injury to or death of any person and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident 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 lessor.

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