

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 20	TO LEASE NO. GS-06P-40004	DATE 8/14/2012	PAGE 1 of 3
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ADDRESS OF PREMISES  
333 W. Pershing Road, Kansas City, Missouri 64108-4302

**THIS AGREEMENT**, made and entered into this date by and between **Pershing Road Development Company, LLC a Missouri limited liability company**

whose address is 333 West 11<sup>th</sup> Street, Suite 101  
Kansas City, Missouri 64105-1639

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 \_\_\_\_\_, as follows:

The word "effective" directly above was deleted prior to signature by either party.

1. Lessor shall provide all labor, materials, and supervision to replace exterior metal halide lights with LED fixtures at the Kansas City Service Center for a total cost of \$133,707.17 as described in this Supplemental Lease Agreement (SLA). For the purpose of this SLA the word contractor means the same as Lessor.

2. Payment for the work described in number 1 above will become due (30) days after completion of the work, acceptance by the Government, and receipt of an acceptable invoice from the Lessor. An invoice for payment must be submitted as follows:

Original Invoice:      General Services Administration  
Finance Division  
P.O. Box 17181  
Fort Worth, Texas 76102-0181  
Telephone: (817) 334-2397

Copy To:                Brian K. Dunlay  
Contracting Officer  
West Leasing Branch (6PRW) 1500 East Bannister Road  
Kansas City, Missouri 64131-3088

**LESSOR:**

SIGN	NAME OF SIGNER
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ADD	
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IN THE PRESENCE OF (SIGNATURE)	NAME OF SIGNER
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	<p align="center"><b>GENERAL SERVICES ADMINISTRATION PBS/REALTY</b></p> <p>NAME OF SIGNER Brian K. Dunlay</p> <p>OFFICIAL TITLE OF SIGNER Lease Contracting Officer</p>
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AUTHORITY	<p><b>GSA FORM 276 (REV. 12/2006)</b> Prescribed by GSA – FPR (41 CFR) 1–16.601</p>
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3. A proper invoice must include:

- PDN Number at the top of invoice, the PDN number is PS0023898.
- Lease Contract Number, Supplemental Lease Agreement Number and building address.
- Description, price and quantity of property and services actually delivered or rendered.

4.0. EXISTING CONDITIONS

4.1. Contractor shall verify all measurements, specifications, and existing conditions.

5.0. DESCRIPTION OF WORK

5.1. Contractor will remove and dispose of 56 pole-mounted, 13ea. x 400W building mounted, and 17ea. x 175W building mounted fixtures.

5.2. Contractor will provide and install 56 pole mounted and 30 building mounted LED fixtures with light output equal to or greater than the original fixtures. Light levels will be verified before and after installation by the appropriate GSA inspector.

5.3. Contractor will provide and install all conduits, wires, cables, connectors, mounts, hangers, and any other hardware necessary for the complete installation of all items in 5.2.

5.4. Contractor will ensure that the LED mounts, fixtures, bulbs, and any other equipment that will be seen by IRS employees or the general public, are approved before purchase by the GSA Building manager and the appropriate IRS building management authority.

5.5. Contractor price shall include all materials, lift equipment, material transportation and/or equipment, labor, disposal, taxes, fees, and all other costs associated with this project.

6.0 MISCELLANEOUS CONDITIONS

6.1 All workmanship and materials shall be according to industry standards, all applicable codes, and the best practices of the trade.

6.2 The contractor shall provide properly trained personnel for every phase of the work performed.

6.3 The contractor shall perform all work in such a manner that does not interfere with normal building operations, surrounding work spaces, or building occupants.

6.4 Contractor will be required to provide his own parking with the exceptions of loading and unloading materials and equipment; arrangement must be made in advance due to security.

6.5 Contractor shall supply all barriers and provide proper protection of government property and equipment.

6.6 At the end of the contract, all areas affected by the work must be thoroughly cleaned by the contractor.

6.7 Contractor will provide a written work schedule to the GSA Project manager within 5 days after receiving notice of contract award.

6.8 Non-Ozone Depleting Substances

When using products in the following categories, the contractor shall only use products that contain acceptable substitutes for ozone-depleting substances as identified under EPA's SNAP Program:

- Refrigeration & Air Conditioning
- Foam Blowing Agents
- Cleaning Solvents
- Fire Suppression and Explosion Protection
- Aerosols
- Sterilants
- Tobacco Expansion
- Adhesives, Coatings, & Inks

Products in the categories above that are used on this scope of work must not contain Class I or Class II ozone-depleting substances.

**Toxic Chemical/Hazardous Substance Alternatives**

The contractor shall not use any products that contain priority chemicals as identified by EPA when a less harmful substitute substance exists. If a less harmful substitute exists, this product must be used.

Initials: KUL  
Lessor

& BKCO  
Gov't

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### Environmentally Preferable Products

The contractor shall use the following types of green products where appropriate:

- Products containing low or no volatile organic compounds (VOCs), such as no/low VOC paints (post-tint)
- Green cleaning products meeting EPA Design for the Environment Green Seal, or equivalent standards
- Furniture meeting GreenGuard (or equivalent standard accepted by US Green Building Council (USGBC), Business and Institutional Furniture Manufacturer's Association (BIFMA) "level" or Enhancing Furniture's Environmental Culture (EFEC) standards

### Miscellaneous Green Requirements

In addition, the contractor shall perform the scope of work in a way that implements the following environmental objectives:

- Eliminate or reduce the generation of hazardous waste and the need for special material processing (including special handling, storage, treatment, and disposal)
- Promote the use of nonhazardous and recovered materials
- Realize life-cycle cost savings
- Promote cost-effective waste reduction when creating plans, drawings, specifications, standards, and other product descriptions authorizing material substitutions, extensions of shelf-life, and process improvements
- Promote waste reduction through the use of duplexing (two-sides copying and printing) and electronic communications

### Green Products Submittals:

The contractor must submit a Green Products Initial Report to the GSA COTR within 15 calendar days after notice to proceed that states the quantity and cost of the green products that are anticipated to be used on the contract. The contractor must also submit a Green Products Final Report to the GSA COTR as part of the contract closeout documents that states the actual quantity and cost of the green products used on the contract. The contractor must also state in the Green Products Final Report the total combined cost of all products (both green and non-green products) used on the contract.

- 7.0. BUILDING SECURITY, SAFETY, AND FIRE HAZARD
- 7.1. Material shall not be discarded in government trash containers.
- 7.2. All contract personnel are required to remain with an escort while in secure areas.
- 7.3. Scheduling of work shall be coordinated with Eric McReynolds at 816.325.3935.
- 7.4. Contractor shall provide protection for the interior/exterior of the building against fire/water/or other damage.
- 7.5. Contractor will be required to provide listing 48 hours in advance to the Project Manager of all personnel working for them on this project. All contract personnel to be escorted unless a suitability background check has been made.
- 7.6. Burning permits will be required for any cutting, soldering, welding, or grinding that might create heat or smoke. Burn permit shall be obtained from the Building Manager's Office in advance.
- 8.0. COORDINATION, POINTS OF CONTACT
- 8.1. The contractor will be required to attend a pre-construction meeting prior to beginning any work.
- 8.2. The Pre-Construction Meeting must be scheduled with Duane Carry, who may be reached at (816)325-3936.

Initials: USA  
Lessor

& [Signature]  
Gov't

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