

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT

No. 2
Page 1 of 29

DATE

June 16, 2011

TO LEASE NO.

GS-03B-09488

ADDRESS OF PREMISE

1-79 Technology Park Research Center
1000 Galliher Drive
Fairmont, West Virginia 26554-8826

Pegasys Document Number (PDN)

PS0019970

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

Vertex Non-Profit Holdings, Inc.

whose address is 1000 Technology Drive, Suite 8800
Fairmont, West Virginia 26554-8824

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

WHEREAS, the parties hereto desire to amend the above Lease to memorialize the notice proceed for change orders 6, 8, 12, provide invoicing directions for the work to be paid lump sum, to incorporate the new Project Manager, Project Management Plan and FSS proposal.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 8, 2011 as follows:

A. This SLA memorializes the notice to proceed for change orders #6, #8, #12 as follows:

Change Order #6 – 3rd Floor Offices

The scope of work is as follows: Convert two 3rd floor cubicles into offices with slab to slab walls. The offices are noted as Rooms 332A and 332B on Drawing Sheet A103B of Addendum 2. The design of the offices must be consistent with and meet the minimum requirements of the Basis of Design (BOD) for office space.

Change Order #8 – Addition of Equipment and Preparation for Future Third Generator

The scope of work is as follows: Provide and install extra breakers to feed the manual transfer switches, alternate conduit and wire, transfer switches and generator pad. This work is all inclusive to provide the ability to transfer loads over by manually changing the switch position. This does not include procurement and installation of the generator.

Change Order #12 – Building Modifications for 3rd Floor Equipment Lift

The scope of work is to prepare the building for the 3rd floor tape library equipment lift as well as to restore the building upon lift completion. Work includes modifications to the building to accommodate the lifting of computer equipment to the 3rd level, removal and reinstallation of the railings from the 2nd and 3rd level balconies, the provision, installation and later removal of a temporary wall, railings and safety equipment and touch up, repainting and repair of damaged surfaces as needed. The building shall be prepared in advance of April 4, 2011 lift of the Oracle SL8500 Library System. Reinstallation shall occur after June 2011 equipment lift of the IBM Powderhorn 9310 system (exact date to be determined) with temporary enclosures in between these dates. This change pertains only to the associated building modifications and does not include activities related to equipment lift operation.

All other terms and conditions of the Lease are in force and effect.
IN WITNESS WHEREOF, the undersigned have hereunto set their names as of the above date.

LESSOR:

BY

PRESIDENT & CEO
(Title)

IN THE

1000 TECHNOLOGY DRIVE, SUITE 8800
FAIRMONT, WV 26554
(Address)

UNITED STATES OF AMERICA General Services Administration, PBS

BY

Contracting Officer
(Official Title)

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No. 2

Page 2 of 29

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The Lessor and GSA agree that no additional time shall be added to the overall project schedule to perform change orders 6, 8 and 12. The total cost of change orders 6, 8 and 12 is \$158,388.73.

Upon completion of the work, the Lessor shall notify the Contracting Officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted.

B. After inspection and acceptance of work by the Government, a properly executed original invoice shall be forwarded to:

General Services Administration (GSA)
Greater Southwest Region (7BC)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must also be mailed to:

GSA, Public Buildings Service
South Branch, Charleston Section (3PRSC)
Attn: Rebekah Cowles, Contracting Officer
20 North 8th Street, 8th Floor
Philadelphia, PA 19107-3191

For an invoice to be considered proper, it must:

1. Be received after the execution of this SLA
2. Reference the Pegasys Document Number (PDN) specified on this form
3. Include a unique, vendor-supplied, invoice number
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address.

Payment will be due within thirty (30) calendar days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

- C. David Osborne's Professional Profile is hereby incorporated into the lease contract. David Osborne replaces Jerry Reich as Project Manager for the Vertex team (see Exhibit A, 1 page).
- D. The Project Management Plan dated January 28, 2011 is hereby incorporated into the lease contract (see Exhibit B, 7 pages). This Project Management Plan updates the Project Management Plan in the lease contract dated August 31, 2010.
- E. The Facilities Support Services (FSS) Proposal dated April 12, 2011 and April 28, 2011 is hereby incorporated into the lease contract (see Exhibit C, 19 pages). FSS replaces StructureTone for the construction phase of the project and all references to StructureTone's role in the lease contract during the construction phase of the project. Additionally, David Cotton, a mechanical engineer from Alleghany Design Services, has been added to the team full time and is dedicated to coordination and documentation of commissioning activities.

Initials:


Lessor

&


Gov't