

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-09B-LAZ00170
ADDRESS OF PREMISES 2255 North Gemini Drive Building 6 Flagstaff, AZ 86001	PDN Number:PS0048751

THIS AMENDMENT is made and entered into between
City of Flagstaff
whose address is: 211 West Aspen Avenue, Flagstaff, AZ 86001

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 issue a Notice to Proceed and provide lump sum payment 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 execution by the Government** as follows:

Section 7.02- NOTICE TO PROCEED- UNDERGROUND CONDUIT INSTALLATION, is hereby added to the lease as follows:

“Section 7.02 NOTICE TO PROCEED- UNDERGROUND CONDUIT INSTALLATION

- A. The Lessor has provided a Cost Estimate for the work defined by the cost proposal hereby attached to this lease amendment in the amount of **\$238,676.84**. The Government has reviewed the Lessor’s Cost Estimate and has determined the costs to be fair and reasonable. A Notice to Proceed for the associated work is hereby issued.”

This Lease Amendment contains 3 pages.

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:

FOR THE GOVERNMENT:

Name: _____
Title: _____
Entity: _____
Date: _____

Name: _____
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

- B. At the request of the Government, the Lessor shall provide construction, inclusive of all ancillary and related costs and services necessary for the alteration work, pursuant to the Government approved design; and in accordance with this Lease Amendment No 1 GS-09B-LAZ00170.
- C. The Government upon receipt of an acceptable invoice shall make a "LUMP SUM" payment, within 30 days, after completion and acceptance of the work by the Government. Payment will be due only for items which are set forth herein or changes requested in writing by the Contracting Officer.
- D. The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.
- E. **INVOICING FOR COMPLETION OF WORK:** The invoice shall annotate the name and address of the Lessor (the Lessor must match the name and address in the Governments vendor file), a "PS Number" will be sent to you after the Government executes this Lease Amendment. The Lessor shall submit an original and one copy of the invoice for the construction drawings, which must annotate the "PS Number." The Original Invoice shall be submitted either electronically to the Finance website at [HTTP://WWW.FINANCE.GSA.GOV](http://www.finance.gsa.gov) or mailed to:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102

A copy of the invoice shall be simultaneously submitted to the Contracting Officer electronically at:

ANDREW.PAULSEN@GSA.GOV

- F. Lessor will own and maintain the conduit in good condition for benefit of Government. Additional conduit space may be used for additional services in the future by Lessor City or other community partner, subject to Government written approval."

USGS Underground Conduit Installation Pricing Proposal is hereby attached to this lease amendment.

LESSOR: _____ GOVERNMENT:

Lease Amendment Form
REV (10/20)

USGS Underground Conduit Installation Pricing Proposal Attached to GS-09B-LAZ00170

PROJECT SPECIFIC EXCLUSIONS

- 120V AC Raceways and Outlets
- Building Grounding Source
- Active Components (ie: Routers, Switches, UPS's, Computers, Etc.)

Labor Line Items

16750 - BUILDING ENTRANCE TERMINAL/DATA CENTER TELECOM ROOM (BET/TR) BUILDOUT
INSTALL FIBER OPTIC CABLE TERMINATION HARDWARE AT BUILDING 6 DATA CENTER (DC)/TELECOMMUNICATIONS ROOM (TR)-663
16700 - CABLE PATHWAYS
INSTALL (1) NEMA 3R WALL-MOUNTED PULL BOX ON NORTHWEST OUTSIDE CORNER OF BUILDING 6, ROOM 652 INSTALL (2) 4" EMT CONDUITS (100') FROM WALL-MOUNTED OUTSIDE PULL BOX TO DCTR-663 PLACE (2) 3-CELL MAXCELL INNERDUCT PACKS IN CONDUIT#1 (800') - EXISTING HAND HOLE #7510 (EHH-7510) TO NEW PULL BOX #3 (NPB#3) PLACE (2) 3-CELL MAXCELL INNERDUCT PACKS IN CONDUIT#2 (800') - EXISTING HH7510 TO NPB#3 PLACE (2) 3-CELL MAXCELL INNERDUCT PACKS IN CONDUIT#1 (400') - NPB#3 TO NEMA 3R AT BUILDING 6 OUTSIDE WALL PLACE (2) 3-CELL MAXCELL INNERDUCT PACKS IN CONDUIT#2 (400') - NPB#3 TO NEMA 3R AT BUILDING 6 OUTSIDE WALL PLACE (2) 3-CELL MAXCELL INNERDUCT PACKS IN CONDUIT#1 (100') - NEMA 3R AT BUILDING 6 OUTSIDE WALL TO DCTR-663 PLACE (2) 3-CELL MAXCELL INNERDUCT PACKS IN CONDUIT#2 (100') - NEMA 3R AT BUILDING 6 OUTSIDE WALL TO DCTR-663
16720 - OSP FIBER CABLE PLACING
PLACE (1) 24 SINGLEMODE OSP FIBER CABLE (1,400') - EHH-7510 TO BUILDING 6 DCTR-663 PLACE (1) 96 SINGLEMODE OSP FIBER CABLE (1,250') - NEW HAND HOLE #1 (NH#1) TO BUILDING 6 DCTR-663
16740 - TELECOM ROOM TERMINATIONS/SPLICING
TERMINATE (120) SINGLEMODE OSP CABLE FIBERS AT BUILDING 6 DCTR-663
16770 - TESTING
OLTS TEST (120) SINGLEMODE OSP FIBER STRANDS
16760 - LABELING
LABEL (2) OSP FIBER CABLE ENDS & TERMINATION HARDWARE AT BUILDING 6 DCTR-663 LABEL (2) OSP FIBER CABLES AT (5) HAND HOLES/PULL BOXES

Materials Line Items

MFG.	PART #	DESCRIPTIONS	QUANTITY
CORNING	096EUC-T4101D20	96 STRAND, SINGLEMODE (OS2), LLT, ARMORED, ALTOS FIBER CABLE	1,300'
CORNING	024EUC-T4101D20	24 STRAND, SINGLEMODE (OS2), LLT, ARMORED, ALTOS FIBER CABLE	1,400'
CORNING	CCH-04U	RACK-MOUNTED, 4RU, CLOSET CONNECTOR HOUSING (CCH)	1
CORNING	CCH-02U	RACK-MOUNTED, 2RU, CLOSET CONNECTOR HOUSING (CCH)	1
CORNING	CCH-CP12-B3	CCH, 12 FIBER APC, SINGLEMODE, LC CONNECTOR HOUSING PANEL	10
CORNING	95-200-99	UNICAM, SINGLEMODE, APC, LC CONNECTOR	120
CORNING	FAN-BT36-12	12 FIBER BUFFER TUBE FAN-OUT KIT, 36" LEGS	10
CORNING	FDC-CABLE-GRND	ARMORED CABLE GROUNDING KIT	4

Lessor ___ Gov't. ___

MAXCELL	MXE86383BL2650	MAXCELL EDGE, 4.00", 3-CELL STANDARD, BLUE WITH 1250# TAPE	5,200'
FIBERPLUS	DVT-S3	BARE FIBER ADAPTER KIT	1
ALLIED	101790	4" EMT CONDUIT	200'
ZORO	RHC242408	NEMA 3R PULL BOX - 24"x24"x8"	1
CPI	10250-712	12"X10' UNIVERSAL CABLE RUNWAY	1
CPI	11421-712	WALL ANGLE SUPPORT KIT, CABLE RUNWAY - 12"	1
CPI	11302-701	JUNCTION-SPLICE KIT	2
CPI	10608-701	VERTICAL WALL BRACKET	2
CPI	40164-001	CABLE RUNWAY GROUNDING KIT	2
CPI	11309-001	FOOT KIT, CABLE RUNWAY	1
ARNCO	BLWP12-1000	1250 lbs. HIGH STRENGTH CONDUIT MEASURING "MULE" TAPE	2
		LOCKJAW PULL BOX SECURITY COVER	2
CONDUMEX	5K-0601-5	#6 AWG, STRANDED, GROUND WIRE - GREEN INSULATION	100'
		CONSUMABLES (VELCRO, MOUNTING HARDWARE, LABELS, ETC.)	1

OSP FIBER OPTIC CABLING & PATHWAYS INSTALLATION PRICE

Aspen Communications Labor:	\$37,625.92
Aspen Communications Materials:	\$35,265.92
Excavation Subcontractor (Labor & Materials):	<u>\$169,704.00</u>
Total (Installation)	\$242,595.84

USGS Service Provider OSP Cabling Credit

Labor	\$2,464.00
Materials	<u>\$1,455.00</u>
	\$ 3,919.00

GRAND TOTAL - **\$238,676.84**

Execution: All work to be performed by BICSI and/or product-specific certified Installers and Technicians. Project Site Manager will be a BICSI certified Technician with OSHA 30. Project oversight will be provided by a BICSI certified Registered Communications Distribution Designer with Outside Plant certification. Technicians are OSHA Certified.

Standards and Codes: Complete structured cabling system will conform to TIA/EIA-568A, TIA/EIA-569B, TIA/EIA-606A, TIA/EIA-607A, TIA/EIA-72, TIA/EIA-67, TIA/EIA-TSB75, TIA/EIA-758 and all applicable State and local codes.

Warranty: Manufacturer warranty will apply plus Aspen's standard 1-year workmanship warranty.

Access: Owner will provide unhindered access to all work areas during the course of the job. Unwarranted delays, acts of God excluded, will be subject to additional charges.

Lessor ____ Gov't. ____