

**AMENDMENT #2 - RLP # 36C10F18R0565
Ann Arbor, MI**

GSA RLP R100

Section 2.13 CULTURAL RESOURCES STUDY (VA JUL 2018) – This section has been deleted in its entirety and replaced with the following:

A Cultural Resources Study is required with initial offers. The Government has determined that it requires a brief preliminary study to predict the likelihood of the Lease Acquisition's impacts on cultural resources. The Cultural Resources Study shall include the following work:

A. Background Research - The Offeror will examine readily available data pertinent to the history, prehistory, ethnography, and environment of the study area, including but not necessarily limited to State Historic Preservation Officer (SHPO), local public library, historical society, or local university to develop a general understanding of the proposed site/building and how it may have changed through time, to identify previously recorded historic resources, and to generate the information and perspectives needed to predict the likely presence or absence of resources and the likely character of impacts, if any.

B. Identification and Initial Outreach of Experts and Interested Parties – The Offeror will identify experts and others likely to be interested in and knowledgeable about the history, archaeology, and culture of the area, including but not limited to relevant local government officials and offices, Indian tribal governments, academic interests, and state, local, and other historical, architectural, and archaeological organizations. Offeror will document initial outreach to experts and interested parties.

C. Fieldwork - The Offeror will inspect the study area and immediate surrounding areas to the extent feasible from areas normally open to the public, and without conducting excavations or other modifications of the land, landscaping, buildings, or structures, to document the general character of each area and its buildings, structures, and other cultural features. The Offeror will inform VA immediately if there are any access issues that may hinder their capacity to gather this information for discussion and assist VA in the development of alternative mechanisms for gathering this important information.

D. Report - The Offeror will prepare and provide to VA a report addressing the following questions with respect to the study area, and including all pertinent supporting documentation:

1. Determine and define, based on the RLP and Pre-Bid Conference, what the Undertaking is.
2. Determine and define what the Area of Potential Effect (APE) for the Undertaking is. Provide geographic materials (i.e. USGS maps, aerial images, etc.) delineating the exact dimensions of the APE.
3. Determine and define if there are districts, sites, buildings, structures, or objects wholly or partly within the APE that are on or may be eligible for the National Register of Historic Places.
4. Determine and define what the likelihood that other kinds of cultural resources (e.g. significant local sociocultural groups or activities, religious practices, cultural institutions, documents, artifacts, etc.) exist or occur in the APE, particularly any resources associated with federally recognized tribes.
5. Determine and define if such listed or eligible historic properties or other cultural resources are likely to exist in the APE, and what potential adverse would the Undertaking have on the historic resources.

6. What recommendations do you have for further study or other actions, if any, including minimizing or mitigating any potentially negative impacts?

Section 3.07.A – Tenant Improvements Allowance Pricing - This section has been deleted in its entirety and replaced with the following:

A. The TI Allowance is \$9,000,000.00 (\$205.95 per ABOA SF) TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition. The TI Allowance shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments. The Government reserves the right to amortize any portion of the TI Allowance at the amortization rate proposed by the Offeror on Attachment 1 to GSA Form 1364. Amortization of the TI Allowance will be over the firm term of the lease. The unamortized portion of the TI Allowance will be paid by the Government in lump sum upon acceptance of the space by the Government. The decision by the Government on whether or not to amortize the TI Allowance, and/or what portion of the allowance is to be amortized, is solely that of the Government.

GSA Lease L100

Section 1.03.A – Rent and Other Consideration (Oct 2017) – This section has been deleted in its entirety and replaced with the following:

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT¹	\$XXX,XXX.XX	\$XXX,XXX.XX
OPERATING COSTS²	\$ XXX,XXX.XX	\$ XXX,XXX.XX
TENANT IMPROVEMENTS RENT³	\$ XXX,XXX.XX	\$0.00
TOTAL ANNUAL RENT	\$XXX,XXX.XX	\$XXX,XXX.XX

TENANT IMPROVEMENT LUMP-SUM TOTAL	\$9,000,000.00
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¹Shell rent calculation:

(Firm Term) \$XX per RSF multiplied by the RSF stated under Paragraph 1.01

(Non Firm Term) \$XX per RSF multiplied by the RSF stated under Paragraph 1.01

²Operating Costs rent calculation: \$XX per RSF multiplied by the RSF stated under Paragraph 1.01

³Tenant Improvements of \$XX are amortized at a rate of X percent per annum over XX years.

Section 1.08.A – Tenant Improvement Rental Adjustment – This section has been deleted in its entirety and replaced with the following:

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$9,000,000.00 (\$205.95** per ABOA SF). VA elects to make a lump sum payment for any or all work covered by the TIA. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. VA reserves the right to elect to amortize the TIA in the rent. The Government reserves the right to elect to amortize the TIA in the rent.

Appendix A.1 Program for Design – Appendix A.1 Program for Design has been revised and replaced with the following updated file:

- Program for Design (PFD) 15 Aug 2018
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RLP Forms

The following pricing form has been replaced with an updated version. Please ensure that your submittal includes the updated form:

- 10 - Proposal to Lease Space (GSA Form 1364)_V2_24AUG2018
 - 11 - Attachment No.1 to GSA Form 1364_V2_24AUG2018
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The following files are hereby attached:

- Pre-Bid Conference Transcript
 - Pre-Bid Presentation – Ann Arbor
 - QA Matrix – Ann Arbor – 24AUG2018
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END OF AMENDMENT

Signed August 24, 2018

Eric Roberts
Contracting Officer (003C4A)

Acknowledgement of Receipt

Amendment #2 - # 36C10F18R0565 – Ann Arbor, MI

Company _____

Name _____

Title _____

Signature of Offeror _____ Date _____

Return and initial/sign this amendment with your Proposal.