

**3rd Extension of Lease Agreement
(6723 S. Flores - WIC Clinic)**

This 3rd Extension of Lease Agreement is entered into between Landlord and Tenant.

1. Identifying Information.

**Ordinance Authorizing
3rd Extension:**

Landlord: 6723 S Flores Street, LP

Landlord's Address: c/o D.H. Realty Partners, Inc., Property Manager, 801 N. St. Mary's Street, San Antonio, Texas 78205

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Leasing Manager, Center City Development Office)

Lease: Lease Agreement between Landlord and Tenant dated September 1, 2003, pertaining to approximately 6,000 square feet of space, constituting Suite 101 of the building located at 6723 S. Flores St., San Antonio, Texas.

**Ordinance Authorizing
2nd Extension:** 2018-12-06-0966

**Beginning of Renewal
Term:** December 1, 2023

**Expiration of Renewal
Term:** November 30, 2028

2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them. References to "Lease" in this Extension of Lease include the original Lease.

3. Term, Extension, Renewal.

3.01. The term of the Lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term. The Extended Lease Term is five (5) years.

3.02. Tenant shall have the option to renew and extend this lease at the end of the Extended Lease Term for an additional five (5) year period as provided in the original Lease.

4. Rent.

From the Beginning of Renewal Term through and including the Expiration of Renewal Term, Tenant shall pay to Landlord a lease rate of \$13,750.00 monthly rent at the place, at the intervals, and in the manner described in the Lease for the payment of rent. Such rate is fixed and inclusive of all Base Rent, Additional Rent, CAM charges, Taxes, Insurance for the Building, and any increase in Taxes and Insurance as defined in the Lease. Tenant shall remain responsible for utilities, janitorial, and trash removal.

5. Improvements to Premises.

5.01. Not later than October 31, 2023, Landlord shall complete at its sole cost and expense the Scope of Work, attached and incorporated herein for all purposes as Exhibit A (“Landlord’s Work”), and the following Improvements to Premises:

- a) Add new I.D. signs facing S. Flores Street.
- b) Remove and replace partition walls in men and women’s restroom with white powder coated steel partitions.
- c) Provide and install plexiglass underneath two front lobby exterior counter areas and retaining walls front and back of lobby area.
- d) Install 6” rubber flat chair rail at back of lobby.
- e) Install ADA plumbing wrap under sink.

5.02. If the Landlord’s Work is substantially complete (as mutually agreed by Landlord and Tenant) by no later than October 31, 2023, Tenant shall reimburse Landlord an amount not to exceed \$133,856.00 for Landlord’s Work, and such amount shall become payable upon Landlord’s performance of Section 5.05 below.

5.03. If the Landlord’s Work is **not** substantially complete (as mutually agreed by Landlord and Tenant) by October 31, 2023, Tenant shall not be obligated to reimburse Landlord, in part or in full, for Landlord’s Work.

5.04. Tenant shall not be obligated to reimburse Landlord for the Improvements listed in Section 5.01 a – e above.

5.05. If reimbursement is owed to Landlord by Tenant pursuant to Section 5.02 above, Landlord shall provide to Tenant the following:

- a) Proof that Landlord’s contractor(s) who performed the Improvements and Landlord’s Work has been paid in full.
- b) An invoice for the reimbursement amount for Landlord’s Work.

6. Brokerage Commission.

Upon execution and delivery of this Extension, Landlord must pay a commission equal to 3% of the total Base Rent to be paid throughout the life of this Extension to Providence Commercial Real Estate Services, Inc.

7. No Default.

Neither Landlord nor Tenant is in default under the Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before this Extension.

8. Same Terms and Conditions.

This Extension is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this Extension, the Lease remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease as modified by this agreement and represent to each other that no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion. If this Extension conflicts with the Lease, this Extension controls.

9. Public Information.

Landlord acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

In Witness Whereof, the parties have caused their representatives to set their hands.

Tenant

City of San Antonio, a Texas Municipal Corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Landlord

6723 S Flores Street, LP, a Texas Limited Partnership

By: Richard Erenberg

Printed Name: Richard Erenberg

Title: Manager - Champion Properties, Inc
it General Partner

Date: 7-13-23

Approved as to Form:

Assistant City Attorney

Exhibit A

Scope of Work Revised 4-21-23

All work must align with the Texas WIC Catalog Design in order to use IPE Grant Funding.

1. **6723 S. Flores**

Floor:

- Install new glazed porcelain tile and rubber cove base in 3 restrooms.
- Install new vinyl plank floor (LVT) throughout clinic with rubber cove base in rooms 1,2,3,4,5,6,7,8,9,10, breakroom, classroom, data area, lobby areas.
- Excluding the following areas: In the supervisor office the fire riser room and storage, janitorial closet, mechanical room, 2 hallway storage rooms, classroom storage, and IT storage room.

Painting:

- Caulk, seal holes and any imperfections throughout the clinic walls.
- Primer and paint throughout the clinic; walls, accent wall and door frames rooms 1,2,3,4,5,6,7,8,9,10, breakroom, classroom, data area, lobby areas, and 3 restrooms.
- Excluding the following areas: In the supervisor office the fire riser room and storage, janitorial closet, mechanical room, 2 hallway storage rooms, classroom storage, and IT storage room.

Carpentry, Millwork, Door Hardware:

- Replace countertops only in room 5, 6, and 10 with new laminate surface countertops. Paint the wall, and base cabinets to match with WIC catalog design.
- In data area add 1 laminate surface countertop workstation, remove, and replace 1 existing countertops with laminate surface countertop "T" style, add a 2nd laminate surface "T" style station.
- Paint Wayne's cot kick guard underneath 2 front lobby exterior counter areas.
- Install laminate surface tops with rounded corners, paint Wayne's cot surface on exterior of retaining walls located at front and back lobby area.
- Remove chair rails throughout the clinic.

- Breakroom replace countertop with solid surface countertop, paint the wall and base cabinet to match with WIC catalog design.
- 3 Restrooms replace countertops with new solid surface countertops. Paint ADA cover panels to match with WIC catalog design.
- Paint FRP in all restrooms match WIC catalog design
- Install total 23 door holders and kick plates throughout the clinic.

Notes

Floor:

- **The color for all the restroom floors will be the same for all – we are going with the Daltile Volume 1.0 Glazed Porcelain Stereo Gray VL73 12X24.**
- **The color of the flooring for the offices is Core Tec Whittier Oak VV034-00604 9"x72" –it does not have to be this brand but it does have to be this color as per state guidelines.**

Painting:

- **Wall Paint and Trim**
- **Field color Sherwin Williams SW 6070 "Heron Plume"**
- **Accent Color Sherwin Williams SW 6486 "Reflection Pool"**
- **Trim & Ceiling Color Benjamin Moore "Decorator's White"**

Millwork:

- **Countertop Wilsonart High Pressure Laminate 4845 "Twilight Zephyr" Matte Finish.**
- **Paint for base and wall cabinets color selected is Wilsonart High Pressure Laminate 4843 "Misted Zephyr" Matte Finish.**

Nueva Commercial Services

Proposal

Owner Information

Name 6723 South Flores, LP
Address 801 N. St. Mary's
City, State ZIP San Antonio, TX 78205
Phone 210-236-2590
Email hoover@dhrp.us

Project name WIC - South Flores Interior Remodel

Contractor Information

Company Nueva Commercial Services
Name Alejandro Arredondo
Address 733 Treaty Oak
City, State ZIP San Antonio, TX 78258
Phone 210-801-4873
Email alex@nuevahomebuilders.com

Scope of Work

Carpentry, Millwork and Door Hardware

1. Demo existing laminate surface tops and install new surface tops per WIC catalog with rounded corners - Wilsonart High Pressure
2. Replace cabinets (top and bottom) and install new in rooms 5, 6 and 10 - match WIC catalog specifications
3. In data area add 1 laminate surface countertop workstation, remove and replace 1 existing countertop with laminate surface countertop "T" style, add a second laminate surface "T" style station
4. Remove laminate surface at reception area, paint to match new paint colors
5. Install laminate surface with rounded corners on retaining walls located at front and back lobby area
6. Remove chair rails throughout the clinic
7. Breakroom - remove and replace cabinets (top and bottom) with solid surface countertop per WIC catalog
8. Restrooms - remove and replace countertops per WIC catalog in breakroom and in mens and womens restroom
9. Install a total of 23 door holders and kick plates throughout the clinic

Flooring:

1. Demo existing cove base throughout the clinic
2. Provide and install SHAW UNCOMMON GROUND 6: FRENCH GRAY - VINYL PLANK throughout the clinic
3. Exclude installation of vinyl flooring: fire riser room and storage, janitorial closet, mechanical room, IT storage room, two hallways storage rooms and classroom storage room.
4. Provide and install Vinyl Plank recommended adhesive
5. Provide and install Roppe 4" Peacock cove base throughout the entire clinic
6. Restrooms - Demo existing vinyl flooring and provide and install new DATLTILE STEREO GRAY 12x24 UNPOLISHED TILE

Paint:

1. Repair walls, caulk and seal holes and any imperfections throughout the clinic
2. Each room will have an accent color - walls located on the right side per scope of work
3. Restrooms - Paint existing FRP on all three restrooms to match WIC catalog
4. Prep, prime and paint walls and door frames throughout the clinic
5. Exclude from painting the following areas: In supervisor office fire riser and storage room, janitorial closet, two hallway storage rooms, mechanical room, classroom storage and IT room

TOTAL: \$133,856.00

Qualifications

- Exclude all work not listed in scope of work
- 1 yr. warranty on all labor and materials.
- Labor and materials are included in proposal
- All work to be performed following the approved work schedule provided by tenant and ownership
- Materials and specifications provided from WIC Approved Catalog Design and approved product substitutions

Work start date, approximately 2 - 4 weeks after final approval and all necessary information. To constitute an order, please sign one copy and return 48 Hour Start date policy, Nueva Commercial Services has a 48-hour cancellation / rescheduling policy. If you cancel work with less than 48-hour notice, you will be charged 5 % of the total job cost. This policy is in place out of respect for our employees and our customers. Cancellations with less than 48-hour notice are difficult to fill. By giving last minute notice or no notice at all, you prevent Nueva Commercial Services from being able to schedule another job in that time slot. By signing below, you acknowledge that you have read and understand the Cancellation Policy for Nueva Commercial Services as described above. Thank you for your understanding.

Alejandro Arredondo

6/12/2023

Submitted by (Company Representative)

Date

Owner Acceptance

Upon signing indicates accepting Bid, and this becomes a contract between **Nueva Commercial Services and 6723 South Flores, LP**. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become a change order over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Submitted by (authorized representative)

Date

Note This Proposal Shall Become a Binding Part of any sub contract agreement signed or unsigned regardless of construction company/owner's subcontract requirements and indemnifications. We hereby propose to furnish labor and material- complete in accordance with above specifications, for the sum of: The above. INITIAL PAYMENT OF 30% UPON SIGNING AGREEMENT, SECOND PAYMENT OF 30% AFTER CARPENTRY AND FLOORING INSTALLATION AND FINAL PAYMENT TO BE MADE UPON COMPLETION. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal, and we do not assume risks of any other character. This proposal is limited to thirty days' acceptance from date hereof. If an agreement to terms and conditions of a subcontract is made, then this proposal will become a part of that subcontract and must be attached to the agreement for future reference. Nueva Commercial Services has the right to void any warranties at any time. Under these conditions, we have the right to terminate the warranty immediately; including but not limited to: Clear evidence of abuse, damage, or neglect (intentional or accidental); Abrasion, mechanical damage, abrasive cleaning, or other damage resulted from the use of chemicals/cleaning agents, exposure to harmful solids/liquids or gases; Work done by others including the tenants.