

RETURN TO: BATMAN
SAYERS ABSTRACT

Handwritten initials: JCS

98-11424
INST. NO. 98-11424
STORY COUNTY, IOWA
FILED FOR RECORD
11:37 AM AUG. 14 1998
SUSAN L. VANDE KAMP, Recorder
RECORDING FEE \$ 140.00
AUDITOR'S FEE \$

Prepared by Martin J. Baroff, 814 Elm St., Manchester, NH 03101 PH# 603-647-4200

CERTIFICATION

The undersigned Corporate Development LLC (the "Borrower") hereby certifies and agrees as follows as of the date set forth below.

Attached to this Certification is a true, correct and complete copy of the Lease for the postal facility in Cambridge, IA from Corporate Development LLC to the United States Postal Service. The Borrower is the sole owner of the entire lessor's interest in the Lease; the Lease is valid and enforceable; the terms of all alterations, modifications and amendments to the Lease are reflected in the Lease attached hereto; none of the rents reserved in the Lease have been assigned or otherwise pledged or hypothecated; none of the rents due under the Lease have been collected for more than one (1) month in advance; the premises demised under the Lease have been completed and the USPS has accepted the same and has taken possession of the same on a rent-paying basis; there exist no offsets or defenses to the payment of any portion of the rents due under the Lease; except as set forth in the attached Lease, the Lease does not contain a right of first refusal to purchase, or any other similar provision; and no person or entity has any possessory interest in, or right to occupy, the Premises except under and pursuant to the Lease.

Dated: July 29, 1998

Name:

Corporate Development LLC

* *[Signature]*
Witness

* *William Stanford Warren, Sr.*
By: William Stanford Warren, Sr.
Its:



Lease

MAIN OFFICE-CAMBRIDGE IA 50046-9998

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Lease

Facility Name/Location
CAMBRIDGE - MAIN OFFICE (181368-002)
CAMBRIDGE, IA 50046-9998

STORY COUNTY
Project: 138963

This LEASE, made and entered into by and between Corporate Development, LLC hereinafter called the Lessor, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Lessor hereby leases to the Postal Service and the Postal Service leases from the Lessor the following premises, hereinafter legally described in paragraph 9, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' Section A, attached hereto and made a part hereof.

Upon which is a one-story frame with brick veneer building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET	AREA	SQ. FEET
Net Floor Space	1,521	Joint Use/Common Areas:	
Platform	117		
Parking and Maneuvering	6,900		
Other:			
Driveway			
Landscaping	6,956		
Sidewalks	876		

Total Site Area: 16,554

2. RENTAL: The Postal Service will pay the Lessor an annual rental of: \$ 22,752.14

Twenty-two thousand seven hundred fifty-two and 14/100 dollars payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated. Rent checks shall be disbursed as follows:

payable to:

Corporate Development, LLC
1420 Donelson Pike, Suite B-9
Nashville, TN 37217-2927

unless the Contracting Officer is notified, in writing by Lessor, of any change in payee or address at least sixty (60) days before the effective date of the change.

3. TO HAVE AND TO HOLD the said premises with their appurtenances:

FIXED TERM: The term beginning July 17, 1998 and ending July 16, 2018 for a total of 20 years. (Dates to be inserted by the Contracting Officer in accordance with the Construction Rider.)

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4. **RENEWAL OPTIONS:** The Lease may be renewed at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

RENEWAL OPTION	TERM NO. OF YEARS	PER ANNUM RENTAL
<u>1</u>	<u>5</u>	\$ 38,678.63
<u>2</u>	<u>5</u>	42,546.50
<u>3</u>	<u>5</u>	46,801.15
<u>4</u>	<u>5</u>	51,481.26

provided that notice is sent, in writing, to the Lessor at least 30 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. **TERMINATION:** None.

6. **UTILITIES, SERVICES, AND EQUIPMENT:** Lessor, as part of the rental consideration, shall furnish the following utilities, services and equipment: (See Lessor Obligations of General Conditions (A.24) and/or attached addendum for definitions.) Heating System, Air Conditioning Equipment, Light Fixtures, Sewerage System, Electrical System, Water System.

7. **OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof:

Construction Rider (C-1), Maintenance Rider - Lessor (M-1), Reimbursement Tax Rider (T-1), Option to Purchase Rider (P-1).

8. The undersigned has completed the 'Representations and Certifications.' (See Section B).

9. **LEGAL DESCRIPTION:**

Lot 7, Block 15, Except the West 1/2 of the South 1/3, Original Town of Cambridge, Iowa and Lot 6, Block 15, Original Town of Cambridge, Iowa.

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- a. The Lessor shall, except as otherwise specified herein and except for damage resulting from the negligence of Postal Service agents or employees, maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or non-severable, furnished by the Lessor under this Lease, in good repair and tenable condition. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and upon reasonable notice to the facility manager, enter and inspect the same and make any necessary repairs thereto. Additionally, the Lessor shall designate maintenance repairmen for electrical emergencies, plumbing emergencies and for heating, ventilating and air conditioning and other emergencies (windows, doors, locks and other elements), who may be called by the Postal Service in the event of any emergency situation involving maintenance when the Lessor or the Lessor's agent cannot be contacted within a reasonable time.
- b. Lessor is responsible for inspection, prevention and eradication of termites and any other wood eating insects and for repairs of any damage resulting therefrom.
- c. Lessor shall repaint the interior (including but not limited to the walls and ceilings) and exterior at least once every five (5) years (unless the five (5) year period is specifically extended in writing by the Contracting Officer) and at any other time that painting may become necessary as a result of fire or other casualty.
- d. If a heating system is furnished by Lessor under this Lease, such system must be maintained by Lessor at all times so as to be capable of providing a uniform temperature of at least 65 degrees Fahrenheit in all enclosed portions of the demised premises.
- e. If air-conditioning equipment is furnished by Lessor under this Lease, such equipment must be maintained by Lessor at all times so as to be capable of maintaining a uniform temperature of no greater than 78 degrees Fahrenheit in all enclosed portions of the premises.
- f. Any heating boilers, hot water supply boilers, unfired pressure vessels, elevators, escalators and dumbwaiters provided by Lessor as part of the leased premises or operated by the Lessor in conjunction with the leased premises, shall be operated and maintained by the Lessor in accordance with ANSI/ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ANSI/ASME A17.2, Elevator Inspectors Manual; ANSI/ASME A17.3, Safety Code for Existing Elevators and Escalators; ASME Boiler and Pressure Vessel Code; National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers (ANSI/ASME) Boiler and Vessel Code, must be provided by the Lessor for boilers and unfired pressure vessels. Current safety certificates for elevators, dumbwaiters and escalators must be issued by an organization authorized to inspect in accordance with the ANSI/ASME Safety Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates as appropriate.
- g. Whenever there is a need for maintenance or a repair which is the Lessor's obligation under this Maintenance Rider or for restoration of the premises or any part thereof to a state of good repair and tenable condition, the Postal Service shall give the Lessor written notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required. A copy of any such notice shall be sent by certified or registered mail to the Lessor's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Lessor. If the Lessor (or the mortgagee or the assignee, on behalf of the Lessor) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the written notice (or any extension thereof as may be granted at the sole discretion of the Postal Service) or fails to complete the work within said time, the Postal Service shall have the right to perform the work by contract or otherwise and withhold the cost thereof (which may include administrative cost and/or interest) from payments due or to become due under this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenable to it by reason of such condition. Alternatively, the Postal Service may, if the demised premises are determined to be unfit for occupancy, at its sole discretion, cancel this Lease, without liability.



Lease

EXECUTED BY LESSOR this _____ day of _____

CORPORATION

Affix Corporate Seal

William Stanford Warren, Sr.
Print Name & Title

William Stanford Warren, Sr.
Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Lessor, Address: 1420 Donelson Pike, Suite B-9
Nashville, TN

Telephone No: 615 843 1000
Taxpayer ID: 62-1694986

Wade Trauger
Witness

C. J. ...
Witness

ACCEPTANCE BY THE POSTAL SERVICE

Date: 8/19/97

STEPHEN G MUYSKENS
Contracting Officer
6800 W 64th STREET
SUITE 100
OVERLAND PARK, KS 66202-4179
Address of Contracting Officer

Stephen Muyskens
Signature of Contracting Officer

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Form of Acknowledgment for Corporations

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, a Notary Public in and for the County and State aforesaid,

William Stanford Warren, Sr. and _____
(Name of authorized officer(s) signing lease)

who is/are known to me to be the President and _____
(Titles of Officer(s) signing lease)

of the Corporate Development, LLC and _____
(Name of Corporation)

to be the same person(s) who executed the foregoing lease, who depose(s) and say that said person(s) know(s) the seal of the said corporation, that the seal affixed to the above instrument is the seal of said corporation, and that it was affixed and that said person(s) signed this lease by the authority of the said corporation, for the purposes set forth, and as said person(s) own free and voluntary act.

Done at First American Bank, in the County and State aforesaid,

this 6th day of August, 1997.

NOTARIAL
SEAL



Megan K. Gurgans
Notary Public
My Commission Expires May 27, 2001
My commission expires _____

NOTE: If the corporation is without a seal, that portion of the acknowledgment referring to a seal should be stricken out, and on the blank line following this statement should be made "and that the said corporation has no corporate seal."



Addendum

Facility Name/Location

Country:
Project:

No general termination right is reserved. Special termination rights of the Postal Service are found in Paragraphs A.5, A.6, A.8, A.9, A.16, A.17, A.23, and A.26.

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Tax Rider
Reimbursement of Paid Taxes

Assessor's Parcel Number:

a. The Lessor agrees to pay all general real estate taxes levied on the land and buildings hereby demised. Upon final payment of the annual taxes due, the Postal Service will reimburse the Lessor, as additional rent, for all general real estate taxes applicable to any period of time within the term of this Lease. The Lessor shall pay the general real estate taxes covered herein at such time and in such manner and amount as to obtain any discount allowed by the taxing authority and before any fine, penalty, interest, or cost may be imposed for late or nonpayment. In the event the Lessor fails to pay the general real estate taxes at such time and in such manner and amount and such failure results in the addition of any fine, penalty, interest, or cost to the amount of tax, or the loss of any discount which would have been allowed by the taxing authority for prompt or early payment, the Lessor will be responsible and liable for payment of such fine, penalty, interest, cost, or the amount of lost discount. The Postal Service will be liable only for payment of the net taxes less such discount as would have been allowed for prompt or early payment. The Lessor must submit satisfactory proof of payment and correctness of the tax bill with the claim for reimbursement. Presentation of receipted tax bills must be made to the office shown in paragraph (d) of this rider. General real estate taxes are those which are assessed on an ad valorem basis, against all taxable real property in the taxing authority's jurisdiction without regard to benefit to the property, and for the purpose of funding general government services. The Lessor must pay all assessment and fees of every kind and nature other than general real estate taxes without reimbursement by the Postal Service. Assessments, "special assessments," or like charges are not considered general real estate taxes under the terms of this Lease.

b. If a part of the general real estate taxes applies to any period prior to the commencement of this Lease or subsequent to the expiration of the term of this Lease and the remainder of the general real estate taxes applies to the period of time within the term of this Lease, the Postal Service will be liable to reimburse the Lessor in the aforesaid manner for only that portion of said taxes applying to the period of time within the term of this Lease.

c. In the event that general real estate taxes for any tax year or part thereof within the term demised apply to the land only, the provisions of this entire article will be and remain operative in the same manner and to the same extent as though said taxes applied to both land and buildings.

d. The Lessor must furnish the Postal Service copies of all notices which may affect the valuation of said land and buildings for general real estate tax purposes or which may affect the levy or assessment of general real estate taxes thereon.

In the event that the Lessor does not furnish such notices relating to valuation changes, and a protest or appeal of this assessment valuation in a subsequent year demonstrates that the valuation was excessive, the Lessor will be charged, retroactively, an amount represented by the overpayment of taxes attributable to the excessive assessment, for the year that the lessee lost the opportunity to appeal.

Such notices and tax bills must be delivered or mailed within three days from the receipt thereof by the Lessor to:
CONTRACTING OFFICER, 6800 W 64TH Street
Suite 100, Overland Park, KS 66202-4179

or to such other office as the Postal Service may later direct in writing. The Lessor must pay said general real estate taxes under protest when requested to do so by the Postal Service. The Postal Service may contest the validity of any valuation for general real estate tax purposes or of any levy or assessment of any general real estate taxes by appropriate legal proceedings either in the name of the Postal Service or in the name of the Lessor or in the names of both. The Lessor, upon reasonable notice and request by the Postal Service, must join in any proceedings, but will not be subject for the payment of penalties, costs, or legal expenses in connection with any proceedings brought by the Postal Service. The Postal Service hereby covenants to indemnify and save harmless the Lessor from any such penalties, costs, or expenses. The Lessor must cooperate with the Postal Service in any such proceeding and execute any document or pleadings required for such purpose provided the Lessor will be reasonably satisfied that the facts and data set forth in such documents or pleadings are accurate.

e. As the payer of the general real estate taxes, the Postal Service is entitled to any and all monies obtained through refunds and remissions of general real estate taxes that have been paid in any year subsequent to the commencement of the Lease. In the event that any of the monies paid as general real estate taxes, in accordance with terms noted above, are refunded to the Lessor, as a result of an assessment appeal or protest actions, the settlement of such action, or for any other reason whatsoever, such refunded monies must be forwarded within ten days to the Postal Service. If Lessor is informed that he is entitled to a refund or remission of monies paid as general real estate taxes upon the submission of an application, the Lessor will promptly make and file such application and upon receipt of such refund or remission, forward it within ten (10) days to the Postal Service. The Postal Service reserves the right to offset refund and remission payments not so forwarded, against rental or other payments due the Lessor.



General Conditions to USPS Lease

SECTION A

A.1 CHOICE OF LAW

This Lease shall be governed by federal law.

A.2 DEFINITIONS

As used in this contract, the following terms have the following meanings:

- a. "Contracting officer" means the person executing this contract on behalf of the Postal Service, and any other employee who is a properly authorized contracting officer; the term includes, except as otherwise provided in the contract, the authorized representative of a contracting officer acting within the limits of the authority conferred upon that person.
- b. "Successful offeror," "offeror," "contractor," or "Lessor" are interchangeable and refer to the party whose proposal is accepted by the Postal Service.
- c. "Lease" and "agreement" are interchangeable and refer to this document, including all riders and attachments thereto.

A.3 EXECUTION REQUIREMENTS

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. If the offeror is married, the husband or wife of the offeror must also execute the Lease. The offeror must submit adequate evidence of title.
- b. If the offeror is a general partnership, each member must sign.
- c. If the offeror is a limited partnership, all general partners must sign.
- d. Where the offeror is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into a lease with the Postal Service.
- e. Where the offeror is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.
- f. Where the offeror is a corporation, leases and lease agreements entered into must have the corporate seal affixed or in place thereof the statement that the corporation has no seal.
- g. Where the offeror is a corporation, municipal corporation, fraternal order or society, the Lease must be accompanied by documentary evidence affirming the authority of the agent, or agents, to execute the Lease to bind the municipal corporation, fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers who are authorized to sign the Lease must appear in the document.
- h. Notices. Any notice to Lessor provided under this Lease or under any law or regulation must be in writing and may be hand delivered or mailed to Lessor at the address specified on page 3 of the Lease, or at an address that Lessor has otherwise appropriately directed in writing.

Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and may be hand delivered or mailed, addressed to "Contracting Officer, U.S. Postal Service" at the address specified on page 3 of the Lease, or at an address that the Postal Service has otherwise directed in writing.

A.4 MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the offeror must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the offeror must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

A.5 EQUAL OPPORTUNITY

a. The contractor may not discriminate against employees or applicants because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. This action must include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants, notices provided by the contracting officer setting forth the provisions of this clause.

b. The contractor must, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will be considered for employment without regard to race, color, religion, sex, or national origin.

c. The contractor must send to each union or worker's representative with which the contractor has a collective bargaining agreement or other understanding, a notice, provided by the contracting officer, advising the union or workers' representative of the contractor's commitments under this clause, and must post copies of the notice in conspicuous places available to employees and applicants.

d. The contractor must comply with all provisions of Executive Order (EO) 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor must furnish all information and reports required by the Executive order, and by the rules, regulations, and orders of the Secretary, and must permit access to the contractor's books, records, and accounts by the Postal Service and the Secretary for purposes of investigation to ascertain compliance with these rules, regulations, and orders.

f. If the contractor fails to comply with this clause or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part; the contractor may be declared ineligible for further contracts in accordance with the Executive order; and other sanctions may be imposed and remedies invoked under the Executive order, or by rule, regulation, or order of the Secretary, or as otherwise provided by law.

g. The contractor must insert this clause, including this paragraph g, in all subcontracts or purchase orders under this contract unless exempted by Secretary of Labor rules, regulations, or orders issued under the Executive order. The contractor must take such action with respect to any such subcontract or purchase order as the Postal Service may direct as a means of enforcing the terms and conditions of this clause (including sanctions for noncompliance), provided, however, that if the



General Conditions to USPS Lease

contractor becomes involved in, or is threatened with, litigation as a result, the contractor may request the Postal Service to enter into the litigation to protect the interests of the Postal Service.

h. Disputes under this clause will be governed by the procedures in 41 CFR 60-1.1.

A.6 FACILITIES NONDISCRIMINATION

a. As used in this clause, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this Lease is located.

b. The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, religion, color, age, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility including any and all services, privileges, accommodations, and activities provided thereby.

c. It is agreed that the Lessor's noncompliance with the provisions of this clause shall constitute a material breach of this Lease. In the event of such noncompliance, the Postal Service may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Postal Service in acquiring substitute space, including but not limited to the cost of moving to such space.

d. The Lessor agrees to include, or to require the inclusion of the foregoing provisions of this clause (with the terms "Lessor" and "Lease" appropriately modified) in every agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. The Lessor also agrees that it will take such action with respect to any such agreement as the Postal Service may direct as a means of enforcing this clause, including but not limited to termination of the agreement or concession.

A.7 OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress may be admitted to any part or share of this contract, or to any benefit arising from it. This prohibition does not apply to the extent this contract is with a corporation for the corporation's general benefit.

A.8 CONTINGENT FEES

a. The offeror warrants that no person or selling agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide, established commercial or selling agencies maintained by the Lessor for the purpose of obtaining business.

b. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability, or at its sole discretion, to deduct from the contract price or consideration, or otherwise recover from offeror the full amount of the commission, percentage, brokerage fee, or contingent fee.

c. Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.

A.9 ASSIGNMENT OF CLAIMS

a. If this contract provides for payments aggregating \$10,000 or more, claims for moneys due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with

1. The contracting officer; and

2. The surety or sureties upon any bonds.

b. Except with the written consent of the Contracting Officer, assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

c. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, so long as such transfer is subject to this agreement.

A.10 COMPLIANCE WITH OSHA STANDARDS

The Lessor must (i) comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations, Part 1910, promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970; (ii) comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with (i); and (iii) take all other proper precautions to protect the health and safety of (a) any laborer or mechanic employed by the Lessor in performance of this agreement, (b) Postal Service employees, and (c) the public. The Lessor must include this clause in all subcontracts hereunder and to require its inclusion in all subcontracts of a lower tier. The term "Lessor" as used in this clause in any subcontract must be deemed to refer to the subcontractor.

A.11 EXAMINATION OF RECORDS

a. The Postal Service and its authorized representatives will, until three years after final payment under this contract, or for any shorter period specified for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the contractor involving transactions related to this contract.

b. The contractor agrees to include in all subcontracts under this contract a provision to the effect that the Postal Service and its authorized representatives will, until three years after final payment under the subcontract, or for any shorter specified period for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes:

1. Purchase orders; and

2. Subcontracts for public utility services at rates established for uniform applicability to the general public.

A.12 CLEAN AIR AND WATER

The contractor agrees:

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General Conditions to USPS Lease

a. To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 of the Clean Air Act and section 308 of the Clean Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

b. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

c. To use its best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

d. To insert the substance of this clause into any nonexempt subcontract, including this paragraph d.

A.13 CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph d.2 below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. 1. A claim by the contractor must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the contractor is subject to a written decision by the contracting officer.

2. For contractor claims exceeding \$50,000, the contractor must submit with the claim a certification that:

- (a) The claim is made in good faith;
- (b) Supporting data are accurate and complete to the best of the contractor's knowledge and belief; and
- (c) The amount requested accurately reflects the contract adjustment for which the contractor believes the Postal Service is liable.

3. (a) If the contractor is an individual, the certification must be executed by that individual.

(b) If the contractor is not an individual, the certification must be executed by:

- (1) A senior company official in charge at the contractor's plant or location involved; or

(2) An officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs.

e. For contractor claims of \$50,000 or less, the contracting officer must, if requested in writing by the contractor, render a decision within 60 days of the request. For contractor-certified claims over \$50,000, the contracting officer must, within 60 days, decide the claim or notify the contractor of the date by which the decision will be made.

f. The contracting officer's decision is final unless the contractor appeals or files a suit as provided in the Act.

g. The Postal Service will pay interest on the amount found due and unpaid from:

1. The date the contracting officer receives the claim (properly certified if required); or
2. The date payment otherwise would be due, if that date is later, until the date of payment.

h. Simple interest on claims will be paid at a rate determined in accordance with the interest clause.

i. The contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

A.14 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The following clause is applicable if this contract provides for payments aggregating \$2,500 or more.

a. The contractor may not discriminate against any employee or applicant because of physical or mental handicap, in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination in all employment practices, such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship).

b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.

c. In the event of the contractor's noncompliance with this clause, action may be taken in accordance with the rules and regulations and relevant orders of the Secretary of Labor.

d. The contractor agrees to post in conspicuous places, available to employees and applicants, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. These notices state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants, and the rights of applicants and employees.

e. The contractor must notify each union or worker's representative with which it has a collective bargaining agreement or other understanding that the contractor is bound by the terms of section 503 of the Act and is committed to taking affirmative action to employ, and advance in employment, handicapped individuals.

f. The contractor must include this clause in every subcontract or purchase order over \$2,500 under this contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so its provisions will be binding upon each subcontractor



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or vendor. The contractor must take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce in these provisions, including action for noncompliance.

A.15 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

If this contract provides for payments aggregating \$10,000 or more, the following clause is applicable.

a. The contractor may not discriminate against any employee or applicant because that employee or applicant is a disabled veteran or veteran of the Vietnam era, in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination in all employment practices, such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship).

b. The contractor agrees that all suitable employment openings of the contractor existing at the time of the execution of this contract or occurring during its performance (including those not generated by this contract and those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates) will be listed at an appropriate local office of the State employment service system where the opening occurs. The contractor further agrees to provide such reports to the local office regarding employment openings and hires as may be required. State and local government agencies holding Postal Service contracts of \$10,000 or more will also list all their suitable openings with the appropriate office of the State employment service.

c. Listing of employment openings with the employment service system will be made at least concurrently with the use of any other recruitment source or effort and will involve the normal obligations attaching to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular applicant or hiring from any particular group of applicants, and nothing herein is intended to relieve the contractor from any other requirements regarding nondiscrimination in employment.

d. Whenever the contractor becomes contractually bound to the listing provisions of this clause, it must advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. The contractor may advise the State system when it is no longer bound by this clause.

e. Paragraphs b, c, and d above do not apply to openings the contractor proposes to fill from within its own organization or under a customary and traditional employer/union hiring arrangement. But this exclusion does not apply to a particular opening once the contractor decides to consider applicants outside its own organization or employer/union arrangements for that opening.

f. Definitions

1. "All suitable employment openings" includes openings that occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings the contractor proposes to fill from within its own organization or under a customary

and traditional employer/union hiring arrangement or openings in an educational institution that are restricted to students of that institution. Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations in which the needs of the Postal Service cannot reasonably be otherwise supplied, when listing would be contrary to national security, or when the requirement of listing would otherwise not be in the best interests of the Postal Service.

2. "Appropriate office of the State employment service" means the local office of the Federal/State national systems of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled.

3. "Openings the contractor proposes to fill from within its own organization" means employment openings for which persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) will not be considered and includes any openings the contractor proposes to fill from regularly established "recall" lists.

4. "Openings the contractor proposes to fill under a customary and traditional employer/union hiring arrangement" means employment openings the contractor proposes to fill from union halls as part of the customary and traditional hiring relationship existing between it and representatives of its employees.

g. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.

h. In the event of the contractor's noncompliance with this clause, action may be taken in accordance with the rules, regulations, and relevant orders of the Secretary.

i. The contractor agrees to post in conspicuous places, available to employees and applicants, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. These notices state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and the rights of applicants and employees.

j. The contractor must notify each union or workers' representative with which it has a collective bargaining agreement or other understanding that the contractor is bound by the terms of the Act and is committed to taking affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

k. The contractor must include this clause in every subcontract or purchase order of \$10,000 or more under this contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so its provisions will be binding upon each subcontractor or vendor. The contractor must take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce in these provisions, including action for noncompliance.

A.16 GRATUITIES

a. The Postal Service may terminate this contract for default if, after notice and a hearing, the Postal Service Board of Contract Appeals determines that the contractor or the contractor's agent or other representative:

1. Offered or gave a gratuity (such as a gift or entertainment) to an officer or employee of the Postal Service; and

2. Intended by the gratuity to obtain a contract or favorable treatment under a contract.

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b. The rights and remedies of the Postal Service provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

A.17 HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks.

The Lessor agrees to identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested to not be ACBM. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law is subsequently identified on the premises, the Lessor agrees to remove such materials or substances upon notification by the U. S. Postal Service at Lessor's sole cost in accordance with EPA and/or State guidelines. If the Lessor fails to remove the asbestos or hazardous/toxic materials or substances, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Lessor by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Lessor certifies:

1. The property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances including friable asbestos, as defined by applicable State or Federal law.
2. There are no undisclosed underground storage tanks or associated piping on the property.

The Lessor hereby indemnifies the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense and/or liability resulting from, brought for, or on account of any violation of this clause.

A.18 ADVERTISING OF CONTRACT AWARDS

Except with the contracting officer's prior approval, the contractor agrees not to refer in its commercial advertising to the fact that it was awarded a Postal Service contract or to imply in any manner that the Postal Service endorses its products.

A.19 RECORDING

This agreement or a memorandum hereof, must be recorded at the expense of the Lessor. Such expense includes all fees required for or incident to recording, if the Lessor fails to record the Lease, or a memorandum thereof, the Postal Service may record the Lease or a memorandum thereof, and deduct all costs associated therewith from future rents.

A.20 SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

A.21 ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service. Prior to expiration or termination of this lease the Postal Service may remove such alterations and improvements and restore the premises to as good condition as that existing at the time of entering upon the same under the lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Postal Service has no control, excepted. If however, at the expiration or termination of the lease or any renewal or extension thereof, the Postal Service elects not to remove such alterations and/or improvements, said alterations and/or improvements shall become the property of the Lessor and any rights of restoration are waived.

A.22 APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service.

A.23 DAMAGE OR DESTRUCTION OF PREMISES

If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection or are otherwise determined by the Postal Service to be unfit for use and occupancy, the Postal Service may:

- a. terminate this lease as of the date the premises become unfit for use and occupancy, or
- b. require the Lessor to repair or rebuild the premises as necessary to restore them to tenable condition to the satisfaction of the Postal Service. For any period the premises, or any part thereof, are unfit for use and occupancy, the rent will be abated in proportion to the area determined by the Postal Service to be untenable. Unfitness for use does not include unsuitability arising from such causes as design, size, or location of the premises, or
- c. accomplish all repair necessary for postal occupancy and deduct all such costs, plus administrative burden from future rents.

A.24 LESSOR OBLIGATIONS

The Lessor's obligations regarding the services to be provided are further defined as follows:

- a. If heating system and fuel are furnished - Lessor must furnish heating system together with all fuel required for proper operation of the system during the continuance of the Lease. The system must be in good working order and, if maintained by the Lessor, will be maintained in accordance with the Maintenance Rider attached hereto.
- b. If heat is furnished - Lessor must maintain a uniform heating temperature of 65 degrees F. in all enclosed portions of the demised premises during the continuance of the Lease.

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c. If heating system is furnished - Lessor must furnish heating system in good working order and, if maintained by Lessor, will be maintained in accordance with the Maintenance Rider attached hereto.

d. If lighting fixtures and power are furnished - Lessor must provide light fixtures in good working order as well as pay all recurring electric bills.

e. If light fixtures are furnished - Lessor must provide light fixtures in good working order.

f. If electricity is furnished - Lessor must pay for all recurring electric bills and furnish the electrical system during the continuance of the Lease.

g. If electrical system is furnished - Lessor must furnish an electrical system in good working order having a separate electrical meter.

h. If water system and water are furnished - Lessor must furnish a water system in good working order and pay for all recurring water bills during the continuance of the Lease.

i. If water system is furnished - Lessor must furnish a water system in good working order with separate water meter.

j. If sewerage service is furnished - Lessor agrees to furnish sewerage systems including all equipment, piping, plumbing, lines, connections, septic tanks, field lines and related devices, as necessary and to pay all charges, fees and other costs for such system and services during the continuance of the Lease.

k. If sewerage system is furnished - Lessor agrees to furnish sewerage systems including all equipment, piping, plumbing, lines, connections, septic tanks, field lines, and related devices, as necessary during the continuance of the Lease.

l. Future Availability of Public Water and/or Sewerage Services - Regardless of Lessor's responsibility for water and/or sewerage under this Lease, if public water and/or sewerage services are not currently available, but become available in the future, the Lessor agrees to accomplish connection, maintain, and pay all fees and costs involved in connecting the building system to the public water and/or sewerage systems. After connection, the Postal Service agrees to pay recurring charges for water consumption and use of sewerage services. If connection of such services is optional, the Postal Service will determine if the connection is to be made by the Lessor.

m. If air-conditioning equipment and operating power are provided - Lessor must furnish air-conditioning equipment together with all power required for proper operation of the equipment during the continuance of the Lease. The equipment must be in good working order and, if maintained by the Lessor, will be maintained in accordance with the Maintenance Rider attached hereto.

n. If air-conditioning equipment is furnished - Lessor must furnish air conditioning equipment in the demised premises in good working order and, if maintained by Lessor, will be maintained in accordance with the Maintenance Rider included attached hereto.

o. If air-conditioning is furnished - Lessor must maintain a uniform temperature of no greater than 78 degrees F. in all enclosed portions of the demised premises and be responsible for servicing of the air conditioning equipment including, but not limited to, the replacement of necessary filters and refrigerant as required for proper operation of the equipment together with power, water and other services for its operation.

A.25 LESSOR'S SUCCESSORS

The terms and provisions of this Lease and the conditions herein are binding on the Lessor, and all heirs, executors, administrators, successors, and assigns.

A.26 DRUG-FREE WORKPLACE

a. Applicability. This clause applies to all contracts with individuals without regard to the dollar amount, and to all other contracts over \$50,000.

b. Exceptions. This clause does not apply to those contracts that are to be performed completely outside of the United States, its territories, and possessions.

c. Definitions. As used in this clause:

1. "Controlled substance" means those substances identified in schedules I through V, Section 202 of the Controlled Substances Act (21 U.S.C. 812), and as further defined in 21 CFR Sections 1306.11 through 1308.15.

2. "Conviction" means a finding of guilt (including a finding based on a plea of guilty or a plea of nolo contendere) by any judicial body charged with the responsibility to determine violations of criminal drug statutes.

3. "Criminal drug statute" means a federal or non-federal criminal statute involving drug abuse.

4. "Drug abuse" means the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

5. "Employee" means any person directly engaged in the performance of work under a Postal Service contract.

6. "Individual" means a contractor with no employees other than himself or herself.

7. "Workplace" means any site where work is being done in connection with this contract.

d. Requirements

1. Contractors, except as individuals, must provide a drug-free workplace by:

(a) Publishing, publicly posting, and furnishing each employee a statement that drug abuse in the workplace is prohibited and specifying what actions will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform all employees about:

(1) The dangers of drug abuse in the workplace;

(2) The contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Notifying all employees that, as a condition of continued employment on this contract, the employee must:

(1) Abide by the contractor's prohibition of drug abuse in the workplace; and

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- (2) Notify the contractor of any criminal drug conviction for a violation occurring in the workplace within five (5) days of such conviction;
 - (d) Notifying the contracting officer within ten (10) days of receiving a notice of a conviction from an employee or otherwise;
 - (e) Instituting appropriate personnel action, up to and including termination, against an employee or requiring the employee to complete a drug abuse assistance or rehabilitation program approved by a Federal, State, local health, law enforcement, or other appropriate agency within thirty (30) days of receiving a notice of conviction; and
 - (f) Making consistent and good faith efforts to maintain a drug-free workplace through implementation of paragraphs d.1.(a) through d.1.(e), above.
2. The contractor, if an individual, must not engage in drug abuse in the performance of this contract.
- e. Sanctions. Violation of the terms of this clause may be grounds for the termination for default, and suspension or debarment from eligibility for future Postal Service contracts.

A.27 DAVIS-BACON ACT

The following is applicable if this agreement covers premises of net interior space in excess of 6,500 square feet and involves construction work over \$2,000.00.

a. Minimum Wages

1. All mechanics and laborers employed in the contract work (other than maintenance work of a recurring, routine nature necessary to keep the building or space in condition to be continuously used at an established capacity and efficiency for its intended purpose) must be paid unconditionally, and not less than once a week, without deduction or rebate (except for deductions permitted by the Copeland Regulations (29 CFR Part 3)), the amounts due at the time of payment computed at rates not less than the aggregate of the basic hourly rates and rates of payments, contributions, or costs for any fringe benefits contained in the wage-determination decision of the Secretary of Labor, attached hereto, regardless of any contractual relationship alleged to exist between the Lessor, or subcontractor and these laborers and mechanics. A copy of the wage-determination decision must be kept posted by the Lessor at the site of the work in a prominent place where it can easily be seen by the workers.
2. The Lessor may discharge its obligation under this clause to workers in any classification for which the wage-determination decision contains:
 - (a) Only a basic hourly rate of pay, by making payment at not less than that rate, except as otherwise provided in the Copeland Regulations (29 CFR Part 3); or
 - (b) Both a basic hourly rate of pay and fringe-benefit payments, by paying in cash, by irrevocably contributing to a fund, plan, or program for, or by assuming an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by 40 U.S.C. 275a, or by a combination of these.
3. Contributions made, or costs assumed, on other than a weekly basis (but not less often than quarterly) are considered as having been constructively made for a weekly period. When a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and the Lessor pays a cash equivalent or provides an alternative fringe benefit, the Lessor must furnish information with

the Lessor's payrolls showing how the Lessor determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage-determination fringe benefits. When the Lessor provides a fringe benefit different from that contained in the wage determination, the Lessor must show how the hourly rate was arrived at. In the event of disagreement as to an equivalent of any fringe benefit, the contracting officer must submit the question, together with the contracting officer's recommendation, to the Secretary of Labor for final determination.

4. If the contractor does not make payments to a trustee or other third person, the contractor may consider as payment of wages the costs reasonably anticipated in providing bona fide fringe benefits, but only with the approval of the Secretary of Labor pursuant to a written request by the Lessor. The Secretary of Labor may require the Lessor to set aside assets in a separate account, to meet the Lessor's obligations under any unfunded plan or program.

5. The contracting officer will require that any class of laborers or mechanics not listed in the wage-determination but to be employed under the contract will be classified in conformance with the wage-determination and report the action taken to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210-0001, for approval. The contracting officer will approve an additional classification and wage rate and fringe benefits therefor only if:

(a) The work to be performed by the classification requested is not performed by a classification in the wage-determination;

(b) The classification is utilized in the area by the construction industry; and

(c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

6. If the Lessor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate and fringe benefits therefor, the contracting officer must submit the question, together with the views of the interested parties and the contracting officer's recommendation, to the Wage and Hour Administrator for final determination. The Administrator or authorized representative will, within 30 days of receipt, approve, modify, or disapprove every proposed additional classification action, or issue a final determination if the parties disagree, and so advise the contracting officer or advise that additional time is necessary. The final approved wage rate (and fringe benefits if appropriate) must be paid to all workers performing work in the classification under the contract from the first day work is performed in the classification. The Lessor will post a copy of the final determination of the conformance action with the wage-determination determination at the site of the work. (The Department of Labor information collection and reporting requirements contained in subparagraph a.5 above and in this subparagraph a.6 have been approved by the Office of Management and Budget under OMB control number 1215-0140.)

b. Apprentices and Trainees

1. Apprentices may be permitted to work only when (a) registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor, or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, or (b) if not individually registered in the program, certified by the Bureau of Apprenticeship and Training or State agency (as appropriate) to be eligible to work only if individually registered in a program approved



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by the Employment and Training Administration, U.S. Department of Labor.

2. The ratio of apprentices to journeymen or trainees to journeymen in any craft classification must not be greater than that permitted for the Lessor's entire work force under the registered apprenticeship or trainee program. Apprentices and trainees must be paid at least the applicable wage rates and fringe benefits specified in the approved apprenticeship or trainee program for the particular apprentice's or trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage-determination. If the apprenticeship or trainee program does not specify fringe benefits, apprentices or trainees must be paid in the full amount of fringe benefits listed on the wage-determination for the applicable classification unless the Administrator of Wage and Hour Division determines that a different practice prevails. Any employee listed on a payroll at an apprentice or trainee wage rate not registered, or performing work on the job site in excess of the ratio permitted under the registered program, must be paid the wage rate on the wage determination for the classification of work actually performed.

3. If the Bureau of Apprenticeship and Training or State agency recognized by the Bureau (as appropriate) withdraws approval of an apprenticeship program, or if the Employment and Training Administration withdraws approval of a trainee program, the contractor will no longer be permitted to utilize apprentices or trainees (as appropriate) at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (See 29 CFR 5.16 for special provisions that apply to training plans approved or recognized by the Department of Labor prior to August 20, 1975.)

4. The utilization of apprentices, trainees, and journeymen must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

c. Overtime Compensation

1. The Lessor may not require or permit any laborer or mechanic employed on any work under this contract to work more than 40 hours in any workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), unless the laborer or mechanic receives compensation at a rate not less than one-and-one-half times the laborer's or mechanic's basic rate of pay for all such hours worked in excess of 40 hours.

2. For violations of subparagraph c.1 above, the Lessor is liable for liquidated damages, which will be computed for each laborer or mechanic at \$10 for each day on which the employee was required or permitted to work in violation of subparagraph c.1 above.

3. The contracting officer may withhold from the Lessor sums as may administratively be determined necessary to satisfy any liabilities of the Lessor for unpaid wages and liquidated damages pursuant to subparagraph c.2 above.

d. Payroll and Other Records

1. For all laborers and mechanics employed in the work covered by this clause, the Lessor must maintain payrolls and related basic records and preserve them for a period of three years after contract completion. The records must contain the name, address, and social security number of each employee, the employee's correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), the daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Lessor has obtained approval from the Secretary of Labor to assume a commitment to bear the cost of fringe benefits

under subparagraph a.4 above, the Lessor must maintain records showing the commitment and its approval, communication of the plan or program to the employees affected, and the costs anticipated or incurred under the plan or program. Lessors employing apprentices or trainees under approved programs must maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. The Lessor must submit weekly, for each week in which any work covered by this clause is performed, a copy of all payrolls to the contracting officer. The Lessor is responsible for the submission of copies of payrolls of all subcontractors. The copy must be accompanied by a statement signed by the Lessor indicating that the payrolls are correct and complete, that the wage rates contained in them are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed. Submission of the Weekly Statement of Compliance (see 29 CFR 5.5(a)(3)(ii)) required under this agreement satisfies this requirement. As required by this clause, the Lessor must submit a copy of any approval by the Secretary of Labor. (The Department of Labor information collection and reporting requirements in this subparagraph d.2 have been approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)

3. The Lessor's records required under this clause must be available for inspection by authorized representatives of the contracting officer and the Department of Labor, and the Lessor must permit the representative to interview employees during working hours on the job.

4. The Lessor must comply with the Copeland Regulations of the Secretary of Labor (29 CFR Part 3), which are hereby incorporated in this contract by reference.

e. Withholding of Funds. The contracting officer may withhold from the Lessor under this or any other contract with the Lessor so much of the accrued payments or advances as is considered necessary to pay all laborers and mechanics the full amount of wages required by this contract or any other contract subject to the Davis-Bacon prevailing wage requirements that is held by the Lessor.

f. Subcontracts

1. If the Lessor or any subcontractor fails to pay any laborer or mechanic employed on the site of the work any of the wages required by the contract, the contracting officer may, after written notice to the Lessor, suspend further payments or advances to the Lessor until violations have ceased.

A.28 BANKRUPTCY

In the event the Lessor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Lessor will furnish, by certified mail, written notification of the bankruptcy to the contracting officer responsible for administering the contract. The notification must be furnished within five days of the initiation of the bankruptcy proceedings. The notification must include the date on which the bankruptcy petition was filed, the court in which the petition was filed, and a list of Postal Service contracts and contracting officers for all Postal Service contracts for which final payment has not yet been made. This obligation remains in effect until final payment under this contract.

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Representations and Certifications

SECTION B

B.1 TYPE OF BUSINESS ORGANIZATION

The offeror, by checking the applicable blocks, represents that it

a. Operates as a corporation incorporated under the laws of the State of Tennessee, an individual, a partnership, a joint venture, a non-profit organization, or an educational institution; and

b. is a small business concern, minority-owned business, women-owned business, labor surplus area concern, educational or other non-profit organization, or none of the above entities.

c. **SMALL BUSINESS CONCERN.** A small business concern for the purposes of Postal Service procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is submitting an offer, and is of a size consistent with the standards set forth by SBA in CFR Part 121, or if no standard has been established, then of a size employing not more than 500 employees. (Also see USPS Procurement Manual, Chapter 10, Section 1.)

d. **MINORITY-OWNED BUSINESS.** A minority-owned business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. ("Native Americans" means American Indians, Eskimos, Aleuts, and native Hawaiians. "Asian-Pacific Americans" means those whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Marianas Islands, Laos, Kampuchea, or Taiwan. "Asian-Indian Americans" means those whose origins are in India, Pakistan, or Bangladesh.)

e. **WOMAN-OWNED BUSINESS.** A woman-owned business is a business which is at least 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.

f. **LABOR SURPLUS AREA.** A geographical area which at the time of award is either a section of concentrated unemployment or underemployment, a persistent labor surplus area, or a substantial labor surplus area, as defined in this paragraph.

1. Section of concentrated unemployment or underemployment means appropriate sections of States or labor areas so classified by the Secretary of Labor.

2. Persistent labor surplus area means an area which is classified by the Department of Labor as an area of substantial and persistent labor surplus (also called Area of Substantial and Persistent Unemployment) and is listed as such by that Department in conjunction with its publication, Area Trends in Employment and Unemployment.

3. Substantial labor surplus area means an area which is classified by the Department of Labor as an area of substantial labor surplus (also called Area of Substantial Unemployment) and which is listed as such by that Department in conjunction with its publication, Area Trends in Employment and Unemployment.

g. **LABOR SURPLUS AREA CONCERN.** A firm which will perform or cause to be performed a substantial proportion of a contract in a labor surplus area.

h. **EDUCATIONAL OR OTHER NON-PROFIT ORGANIZATION.** Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

B.2 PARENT COMPANY AND TAXPAYER IDENTIFICATION NUMBER

a. A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.

b. Enter the offeror's Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security Number or other Employee Identification Number used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941.

Offeror's TIN: 62-1694986

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Representations and Certifications

c. Check this block if the offeror is owned or controlled by a parent company.

d. If the block above is checked, provide the following information about the parent company:

Parent Company's Name: Products For Industry, Inc.
Parent Company's Main Office Address: 1420 Donelson Pike, Suite B-9
No. and Street:
City: Nashville State: TN Zip Code: 37217-2927
Parent Company's TIN: 62-1474175

e. If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group:

Name of Common Parent: _____

Common Parent's TIN: _____

B.3 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

a. By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:

1. The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;
2. Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

b. Each person signing this proposal certifies that:

1. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or
2. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.

c. Modification or deletion of any provision in this certificate may result in the rejection of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

B.4 CONTINGENT FEE REPRESENTATION

a. The offeror must complete the following representations:

1. The offeror has has not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract.
2. The offeror has has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee, contingent upon or resulting from the award of this contract.

b. If either representation is in the affirmative, or upon request of the contracting officer, the offeror must furnish, in duplicate, a completed Form 7319, "Contractor's Statement of Contingent or Other Fees," and any other information requested by the contracting officer. If the offeror has previously furnished a completed Form 7319 to the office issuing this solicitation, it may accompany its proposal with a signed statement--

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Representations and Certifications

1. Indicating when the completed form was previously furnished;
2. Identifying the number of the previous solicitation or contract, if any, in connection with which the form was submitted; and
3. Representing that the statement on the form is applicable to this proposal.

c. Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.

B.5 CERTIFICATION OF NONSEGREGATED FACILITIES

a. By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

b. As used in this certification, "segregated facilities" means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

c. The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods).

NOTICE

A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

B.6 CLEAN AIR AND WATER CERTIFICATION

a. This certification applies only if (1) the offer exceeds \$100,000, (2) the offer is for an indefinite-quantity and indicates that orders for estimating quantities will exceed \$100,000 in any year, (3) a facility to be used is listed on the EPA List of Violating Facilities because of a criminal conviction, or (4) the contract is not otherwise exempt.

b. The offeror (1) certifies, by checking the applicable box, that any facility to be utilized in the performance of the proposed contract is, is not listed on the Environmental Protection Agency List of Violating Facilities as of the date of this proposal, and (2) agrees to notify the contracting officer promptly if any communication is received from the Environmental Protection Agency before contract award indicating that any such facility is under consideration for inclusion on the list.

B.7 LEASES BETWEEN THE POSTAL SERVICE AND ITS EMPLOYEES, CONTRACT EMPLOYEES, OR BUSINESS ORGANIZATIONS SUBSTANTIALLY OWNED OR CONTROLLED BY POSTAL SERVICE EMPLOYEES OR CONTRACT EMPLOYEES

By submitting this proposal, the offeror certifies that the offeror is, is not an employee, a personal service contract employee or a member of the immediate family of a Postal Service employee or personal service contract employee OR a business organization (partnership, corporation, joint venture, etc.) substantially owned or controlled by a Postal Service employee, a personal service contract employee, or a member of the immediate family of a Postal Service employee or personal service contract employee. "Immediate family" means spouse, minor child or children, and other individuals related to the employee by blood who are residents of the employee's household.

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Construction Rider - NCL

1. The property leased will contain areas and spaces, improvements and appurtenances furnished as provided in accordance with Postal Service drawing(s), specifications, details and handbooks, including but not limited to Handbook RE-4, Standards for Facility Accessibility by the Physically Handicapped (dated April 19, 1985):
Drawing and Specifications include, United States Postal Service Specifications for General Construction, USPS Cambridge, Iowa HPO 50046-9998, and Drawings for United States Post Office, Main Post Office Cambridge, Iowa, dated 5-23-97, prepared by Richard J. Harmeyer, Architect, which are made a part of this Lease.
2. The Offeror agrees that
 - a. Said building and/or said improvements, additions, repairs or remodeling shall be completed to the satisfaction of the Postal Service no later than 210 calendar days nor before 120 calendar days after written notice to proceed is given by the Contracting Officer.
 - b. If this Lease is submitted in response to a solicitation for proposals to construct a facility on a site to be acquired from the Postal Service by purchase or ground lease, or by assignment of ground lease, to conclude such purchase or ground lease, or accept assignment of an Assignable Ground Lease, within thirty (30) days from the date of acceptance of this Lease by the Postal Service. If this Lease is submitted in response to a solicitation for proposals to construct a facility on a site on which the Postal Service holds an Assignable Option to Purchase or Ground Lease, to accept an assignment of such option and to exercise same in accordance with its terms within thirty (30) days from the date the Postal Service assigns the option to the offeror or prior to the expiration date of the option, whichever is sooner. The offeror shall record and furnish the Postal Service a copy of the conveyance or ground lease immediately upon its receipt by the offeror.
 - c. If Performance and Labor and Material Payment Bonds are required, to submit such bonds within twenty (20) days after acceptance of this Lease by the Postal Service.
 - d. This offer shall be binding on the offeror and irrevocable if accepted by the Postal Service within a period of 60 days following the date specified for the receipt of proposals. If no such date has been specified, this Lease shall be binding on the offeror and irrevocable if accepted by the Postal Service within 60 days from the date of execution hereof by the offeror.
3. It is hereby agreed by all parties to this Lease that the fixed term and rent will commence the first day following acceptance by the Postal Service of the completed building and/or any contemplated improvements, additions, repairs or remodeling. Said commencement date will be inserted in the Lease by the Contracting Officer. A copy of the Lease, with the inserted commencement date shall be sent to the Lessor. This Lease will be recorded by the Lessor in accordance with section A.19 of the Lease.
4. The provisions of this Construction Rider, including any and all drawings, specifications, details, handbooks and other attachments made a part of the Lease, hereunder, shall govern in the event of conflict with any other terms and conditions of the Lease.
5. The provisions in paragraph A.9, Assignment of Claims, notwithstanding, this Lease may not be assigned or ownership of the property transferred before commencement of the fixed term, without the prior written consent of the Postal Service.

6. TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS

- a. If the contractor refuses or fails to acquire the site, if applicable, or to prosecute the work with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Postal Service may, by written notice to the contractor, terminate his right to proceed with the work. Whether or not the contractor's right to proceed with the work is terminated, he and his sureties are liable for any damage to the Postal Service resulting from his refusal or failure to complete the work within the specified time.
- b. The contractor's right to proceed shall not be so terminated nor the contractor charged with resulting damage if:
 - (1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not restricted to acts of God, acts of the public enemy, acts of Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Postal Service, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the contractor and such subcontractors or suppliers; and
 - (2) The contractor, within 10 days from the beginning of any such delay (unless the contracting officer grants a further period of time before completion and acceptance under the contract), notifies the contracting officer in writing of the causes of delay.
- c. The contracting officer must ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of facts justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject to appeal as provided in the clause of this contract entitled "Claims and Disputes." Pending final decision on an extension of time hereunder, the contractor must proceed diligently with the performance of the contract and in accordance with the contracting officer's decision. Inability to comply with state, city, or local construction or zoning laws or ordinances, or with restrictive covenants, shall not normally be regarded as an unforeseeable cause.
- d. The rights and remedies of the Postal Service provided in this clause are in addition to any other rights and remedies which may be available to the Postal Service by law or under this agreement.

7. INSPECTION

a. The Lessor must, without charge, replace any material, correct any workmanship or supply omitted work found by the Postal Service not to comply with the contract requirements, unless in its interest the Postal Service consents to accept such material or workmanship or omitted work with an appropriate adjustment in the rental.

b. The premises and building must be accessible for inspection by the authorized representative of the contracting officer to determine whether contractual requirements are being met during construction and/or acceptance inspection of construction of the facility. Failure of the Postal Service to identify deficient work or materials shall not shift the responsibility for correction of such deficient work or materials to the Postal Service.

c. If the Lessor does not replace rejected material, correct rejected workmanship, or supply omitted work, then in addition to any other remedies available to it, the Postal Service may, by contract or otherwise, replace such material or workmanship, or supply such omitted work and charge the cost thereof to the Lessor by a deduction from the rentals as they accrue.

d. In the absence of a specific agreement, time allowed for completion of any work required under the provisions of this paragraph is limited to thirty (30) days.

e. The Lessor must give the contracting officer at least thirty (30) days advance written notice of the date the work will be fully completed and ready for acceptance inspection and tests; the Lessor shall be charged with any additional costs of inspection when material and workmanship are not ready at the time specified by the Lessor for its inspection.

8. STORAGE OF EQUIPMENT

The Postal Service may, without additional compensation, store, assemble, and install Postal Service-owned furnishings and equipment in the premises at any time prior to completion date. Such action by the Postal Service shall not be construed as constituting occupancy under the Lease. Such action must be accomplished in a manner which will not unreasonably interfere with the lessor's completion of work under this agreement.

9. PAYMENT FOR LABOR AND MATERIALS

The Lessor agrees to post at the job site in a prominent place, a photostat or certified copy of the bond, where it can easily be seen by all persons who have furnished, or have been requested to furnish labor, material, or both, used or reasonably required for use in the performance of this agreement.

10. LICENSES, PERMITS, SAFETY, INDEMNIFICATION

a. The offeror is, without additional expense to the Postal Service, responsible for identifying and complying with zoning requirements, if applicable, obtaining any necessary licenses and permits required for privately owned buildings, and for complying with any applicable federal, state, and municipal laws, codes, and regulations, in connection with the performance required under or related to this contract. The contractor must take proper safety and health precautions to protect the work, the workers, the public and the property of others. The contractor is responsible also for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction that may have been accepted.

b. The offeror agrees to indemnify and hold harmless, the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense and/or liability, including the cost of defense, resulting from, brought for, or on account of any personal injury or death or property damage received or sustained by any persons or property, growing out of, occurring, or attributable to any work performed under or related to this contract.

11. COMPLIANCE BY STATES WITH LABOR STANDARDS

The offeror agrees to comply with the Contract Work Hours and Safety Standards Act - Overtime Compensation and Davis-Bacon Act clauses of this contract, and with applicable OSHA standards, to provide for similar compliance in subcontracts with States or political subdivisions thereof, and to insert the clauses in all subcontracts with private persons or firms.

12. SITE

Offerors must examine the site and be thoroughly acquainted with conditions thereon. The Lessor will be responsible for site conditions including but not limited to subsurface or latent physical conditions or unknown physical conditions of an unusual nature differing materially from those ordinarily encountered.

13. BONDS

No work or services under this contract may be commenced until required bonds have been furnished and the Lessor has received written notice from the Contracting Officer that the bonds are acceptable; provided, however, that if this agreement provides for assignment to the Lessor of an option to purchase, and if the option would expire prior to the Lessor's submission of bonds and receipt of notice of acceptability, and if the option cannot be extended then the option may be assigned prior to the Lessor's submission of bonds and receipt of notice of acceptability and the Lessor must exercise the option timely and remain obligated to furnish acceptable bonds within the time limit specified in this agreement.

14. DISPUTES CONCERNING LABOR STANDARDS

Disputes arising out of the labor standards provisions of this contract will not be subject to the Claims and Disputes clause of this contract. Such disputes must be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Lessor (or any of the Lessor's subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

15. SAFETY AND HEALTH STANDARDS

a. Materials, supplies, articles, or equipment manufactured or furnished under this contract or order must conform to the Occupational Safety and Health Standards (29 CFR 1910) pursuant to authority in the Occupational Safety and Health Act of 1970 (OSHA), and to other safety and health requirements specified in this contract or order.

b. If no OSHA standard exists, federal or other nationally recognized standards apply. Copies of current Occupational Safety and Health Standards are available from regional and/or area offices of the U. S. Department of Labor, Occupational Safety and Health Administration.

c. If this contract or order contains a Postal Service standard and an OSHA standard covering the same general area of applicability, the Postal Service standard governs and takes precedence, unless the

OSHA standard contains more rigorous or stringent safety requirements, in which case the OSHA standard governs and takes precedence.

d. Upon delivery of the first article under the contract or order, or if none, upon delivery of the first production quantity, the contractor must execute a certification in a form acceptable to the contracting officer, attesting to the conformance of the delivered items to the requirements of this clause.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-- OVERTIME COMPENSATION

If this contract provides for payments aggregating \$2,000 or more, the requirements of this clause apply.

a. *Overtime Requirements.* No contractor or subcontractor contracting for any part of the contract work may require or permit any laborer or mechanic to work more than 40 hours in any workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act, unless the laborer or mechanic receives compensation at a rate not less than one-and-one-half times the laborer's or mechanic's basic rate of pay for all such hours worked in excess of 40 hours.

b. *Violation, Liability for Unpaid Wages, and Liquidated Damages.* In the event of any violation of paragraph a above, the contractor and any subcontractor responsible for the violation are liable to any affected employee for unpaid wages. The contractor and subcontractor are also liable to the Postal Service for liquidated damages, which will be computed for each laborer or mechanic at \$10 for each day on which the employee was required or permitted to work in violation of paragraph a above.

c. *Withholding for Unpaid Wages and Liquidated Damages.* The contracting officer may withhold from the contractor, from any moneys payable to the contractor or subcontractor under this or any other contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, sums as may administratively be determined necessary to satisfy any liabilities of the contractor or subcontractor for unpaid wages and liquidated damages pursuant to paragraph b above.

d. *Records.* The contractor or subcontractor must maintain for three years from the completion of the contract for each laborer and mechanic (including watchmen and guards) working on the contract payroll records which contain the name, address, social security number, and classification(s) of each such employee, hourly rates of wages paid, number of daily and weekly hours worked, deductions made, and actual wages paid. The contractor or subcontractor must make these records available for inspection, copying, or transcription by authorized representatives of the contracting officer and the Department of Labor, and must permit such representatives to interview employees during working hours on the job. (The Department of Labor information collection and recordkeeping requirements in this paragraph d have been approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)

e. *Subcontracts.* The contractor must insert paragraphs a through d of this clause in all subcontracts, and must require their inclusion in all subcontracts at any tier.

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-- SAFETY STANDARDS

a. To the extent that the work includes construction, alteration, repair, painting, or decorating, the Lessor may not require any laborer or mechanic to work in surroundings or under conditions that are

unsanitary, hazardous, or dangerous to the laborer's or mechanic's health or safety, as provided under standards promulgated by the Secretary of Labor under the authority of 40 U.S.C. 333 (see 29 CFR 1910 and 1926).

b. If the lessor fails to comply with this clause, the Postal Service, at its discretion, may cancel this Lease, contract for the balance of the work or term, and charge to the Lessor any additional costs incurred.

c. The lessor agrees to insert this clause, including this paragraph c, in all subcontracts and to require its inclusion in all subcontracts at any tier. The term "Lessor," as used in this clause in any subcontract, is deemed to refer to the lower-tier subcontractor.

18. OMISSIONS AND DEFECTS

If omissions and defects from the contract requirements and approved construction plans remain in the facility on the scheduled Postal Service date of beneficial occupancy, the Postal Service may take beneficial occupancy and notify the offeror in writing of the obligation to complete or correct the remaining deficiencies or defects by a designated date. The offeror must complete or correct the omissions or defects by the designated date or the Postal Service may correct the omissions or defects and deduct the costs thereof from future rental due. If the Postal Service has maintenance responsibilities under this Lease, prior to Postal Service assumption of maintenance responsibility for the leased facility, the Lessor is responsible for correcting/completing all maintenance deficiencies/defects.

19. CONVICT LABOR

In connection with the work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment, except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

20. WARRANTY (CONSTRUCTION)

a. If the Postal Service has maintenance responsibility under a maintenance rider, the Lessor warrants that all work will be free from defective or inferior materials, equipment, and workmanship.

b. If, within one year of acceptance for beneficial occupancy by the Postal Service, the contracting officer finds that warranted work needs to be repaired or changed because materials, equipment, or workmanship were inferior, defective, or not in accordance with the contract terms, the Lessor must promptly and without additional expense to the Postal Service:

1. Place in a satisfactory condition all of the warranted work;
2. Satisfactorily correct all damage to equipment, the site, the building, or its contents that is the result of such unsatisfactory work; and
3. Satisfactorily correct any work, materials, or equipment disturbed in fulfilling the warranty.

c. Should the Lessor fail to proceed promptly in accordance with the warranty, the Postal Service may have the work performed and deduct the cost thereof from future rental payments.

d. The Lessor must obtain each transferable guarantee or warranty of equipment, materials, or installation furnished by any manufacturer, supplier, or installer in the ordinary course of the business or trade. The Lessor must obtain and furnish to the Postal Service all information required to make any such guarantee or warranty legally binding and

effective, and must submit both the information and the guarantee or warranty to the Postal Service in sufficient time to permit the Postal Service to meet any time limit requirements specified in the guarantee or warranty or, if no time limit is specified, before completion and acceptance of all work under this contract.

21. SPECIFICATIONS AND DRAWINGS

a. The contractor must keep, at the site, copies of the drawings and specifications and must at all times give the Contracting Officer access to them. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, is of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications will govern.

b. In case of difference between small and large-scale drawings, the large-scale drawings will govern. Schedules on any contract drawing will take precedence over conflicting information on that or any other contract drawing. On any of the drawings in which a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out will apply also to all other like portions of the work.

c. When the word "similar" appears on drawings, it has a general meaning and must not be interpreted as meaning identical, and all details must be worked out in relation to their location and connection with other parts of the work.

d. In case of discrepancy either in figures or drawings or specifications, the matter must be promptly submitted to the Contracting Officer, who will promptly make a determination in writing. Any adjustment by the contractor without such a determination will be at the contractor's own risk and expense. The Contracting Officer must furnish from time to time such detailed drawings and other information as may be necessary.

22. DESIGN AND APPROVAL REQUIREMENTS

a. Unless otherwise exempted within this contract, the Lessor must employ the services of an architect-engineer, who is licensed to practice in the state in which the facility is located, to prepare for the approval of the Postal Service, complete specifications and working drawings including architectural, structural, mechanical, electrical and site improvement work for the construction of the facility in accordance with all requirements included in this agreement. All final drawings must bear the appropriate registration seal. All fees or charges required for architect/engineer services, for necessary permits or approvals, for connection charges, or for similar fees incidental to construction of the facility must be at Lessor's sole cost and expense.

23. LIQUIDATED DAMAGES

a. If the lessor fails to complete the work, deliver the supplies, or perform the services within the time specified in this contract, or any extension, the lessor must, in place of actual damages, pay to the Postal Service \$100.00 per day for liquidated damages for each calendar day of delay.

b. Alternatively, if completion, delivery, or performance is delayed beyond the contract dates, the Postal Service may terminate this contract in whole or in part under the Termination for Default clause, and the contractor will be liable for the agreed liquidated damages accruing until the time the Postal Service may reasonably obtain delivery or performance of similar facilities, supplies, or services. The liquidated damages will be in addition to excess costs of procurement.

c. The lessor will not be charged with liquidated damages when the delay in completion, delivery, or performance arises out of causes beyond the control and without the fault or negligence of the lessor.

b. All submissions required for approval by the Postal Service must be correlated, checked and signed by a responsible official of the architect-engineer's firm and must be accompanied by a certification in the following format:

"I certify that all phases of this project (1) have been coordinated and checked for accuracy, (2) are complete in accordance with all applicable requirements, and (3) are in compliance with local building codes and Postal Service requirements."

c. All improvements, including new building(s) and all appurtenances thereto, must be designed and constructed in conformity with all applicable local laws, ordinances, and regulations which relate to construction, safety and sanitation or, in the absence of such codes, ordinances or regulations, in conformity with one of the following codes: Southern Building Code Congress; Southern Standard Building Code; International Conference of Building Officials; Uniform Building Code; Building Officials Conference of America, Inc.; or Basic Building Code. The final drawings must be signed and sealed by the architect-engineer with this statement:

"This building has been designed and must be constructed in strict accordance with the building (regulations) (code) dated _____"

d. The minimum requirements established by this agreement must not be construed as lowering the standards established by the local, county, or state laws, ordinances, or regulations. When such local, county or state requirements are more stringent than the minimum requirements set forth in this agreement, the more stringent requirements must govern.

e. Approval by the Postal Service of any drawings and specifications constitutes approval of general arrangement only and is not to be construed as waiving or changing any requirements set forth in this agreement unless a deviation, waiver or other change is specifically identified and approved by the contracting officer.

f. The Lessor must be responsible, in all cases, for the proper design and coordination of architectural, structural, plumbing, electrical, heating, ventilation, air conditioning, site elements, etc., for the facility.

g. Unless otherwise specified, no construction activity at the site may be commenced until the Lessor has received written notice from the contracting officer of approval of final drawings and specifications. Changes or modifications which may be required during construction must be approved in writing by the contracting officer prior to proceeding with such changes.

98 11424 (24)

KANSAS CITY FACILITIES SERVICE OFFICE



FSO101:EPrice

August 19, 1997

Option to Purchase Land
Cambridge IA 50046

MARK C BAKER
GINA C BAKER
307 OAK BLVD
HUXLEY IA 50124-9468

Dear Offeror:

Please be advised, we have this date assigned the Assignable Option to Purchase Land and Extension therefore, you gave the Postal Service on the property as legally described therein. This parcel contains approximately 17,000 square feet located on the NE Corner of 3rd and Water Streets, Cambridge, Iowa.

The Option has been assigned to Corporate Development, LLC, 1420 Donelson Pike, Suite B-9, Nashville TN 37217-2927, telephone 615/843-1000

The assignee will be advising you shortly of the election to purchase said land. Enclosed for your records is a copy of the executed Assignable Option to Purchase Land .

If you have any questions, please contact James E. Doumit, Real Estate Specialist, at 913/831-1855, Ext. 455. Your continued cooperation and assistance in this matter is appreciated.

Sincerely,

A handwritten signature in black ink that reads "Stephen G. Muyskens".

STEPHEN G. MUYSKENS
Contracting Officer
913/831-1855, Ext. 436

Enclosure

cc: Corporate Development, LLC

6800 W 64TH STREET STE 100
OVERLAND PARK KS 66202-4179
(913) 831-1855
FAX: (913) 831-4202

98-11424 (25)

KANSAS CITY FACILITIES SERVICE OFFICE



FSG101:EPricer

August 19, 1997

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Cambridge IA 50046

MARK C BAKER
GINA C BAKER
307 OAK BLVD
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The assignee will be advising you shortly of the election to purchase said land. Enclosed for your records is a copy of the executed Assignable Option to Purchase Land .

If you have any questions, please contact James E. Doumit, Real Estate Specialist, at 913/831-1855, Ext. 455. Your continued cooperation and assistance in this matter is appreciated.

Sincerely,

A handwritten signature in black ink that reads "Stephen G. Muyskens".

STEPHEN G. MUYSKENS
Contracting Officer
913/831-1855, Ext. 436

Enclosure

cc: Corporate Development, LLC

8800 W 64TH STREET STE 100
OVERLAND PARK KS 66202-4179
(913) 831-1855
FAX: (913) 831-4202

98-11424 (26)



Option to Purchase Rider

Facility Name/Location
CAMBRIDGE- MAIN OFFICE (181368-002)
*** CAMBRIDGE, IA 50046-9998

STORY COUNTY
PROJECT: I38963

In consideration of the execution of the lease and of the mutual covenants and agreements set forth herein, the lessor of the property described in the lease (hereinafter referred to as Seller), agrees to sell and convey to the U.S. Postal Service and its assigns, at the price and time set forth below, the fee simple title to the land described in the lease, with the buildings and improvements thereon, located in the city, county, and state described in the lease. Title will be transferred subject to the following rights outstanding in third parties:

The purchase price shall be:

At the end of year 20 of the basic lease term:	\$ 425,464.98
At the end of renewal option term 1:	\$ 468,011.48
At the end of renewal option term 2:	\$ 514,812.63
At the end of renewal option term 3:	\$ 566,293.89
At the end of renewal option term 4:	\$ 622,923.28

The Postal Service will give the Seller notice of election to purchase at least six months in advance of the respective times set forth above. Upon said notice by the Postal Service, this purchase agreement is effective and binding on the parties.

The terms and conditions of this agreement are as follows:

1. The purchase price set forth in this Option to Purchase Rider is payable after approval by the Postal Service of the Seller's title and execution and delivery by the Seller of a good and sufficient general warranty deed conveying said land with the hereditaments and appurtenances thereunto belonging to the United States Postal Service and its assigns in fee simple. Conveyance of title must be free and clear from all liens and encumbrances, except those specifically excepted or reserved in the lease, together with all right, title, and interest of the Seller to any streams, ditches, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land.
2. It is agreed that the Postal Service will pay the expenses incident to the preparation and recordation of the deed to the Postal Service and for procurement of the title evidence, deemed necessary by the Postal Service.
3. The Seller agrees that all taxes, assessments, and encumbrances, which are valid liens against the land at the time of conveyance to the Postal Service, must be satisfied of record by the Seller at or before the transfer of title. The Seller will, at the request of the Postal Service and without prior payment or tender of the purchase price, execute and deliver the general warranty deed to the Postal Service and obtain and record such curative evidence of title as may be required by the Postal Service. If the Seller fails to satisfy any such liens or to secure such curative evidence as required, the Postal Service may pay said liens and cure such defects and deduct from the purchase price any costs incurred. The Seller agrees to take all actions necessary, in a diligent manner, to effect transfer of title in accordance with the terms of this agreement.
4. The Seller agrees that loss or damage to the property by fire or acts of God are at the risk of the Seller until the title to the land and deed have been accepted by the Postal Service through its duly authorized representative. In the event that such loss or damage occurs, the Postal Service may, without liability, refuse to accept conveyance of title, or the Postal Service may elect to accept conveyance of title to such property, in which case there must be an equitable adjustment of the purchase price.
5. The Seller's spouse, if any, agrees to join in any deed to the Postal Service and to execute any instrument necessary to convey any separate or community estate or interest in the subject property to the Postal Service. The spouse also agrees to relinquish and release any dower, curtesy, homestead, or other rights or interests therein.
6. The terms and conditions of this agreement apply to and bind the heirs, executors, administrators, successors, and assigns of the Seller.
7. All terms and conditions with respect to this agreement are expressly contained herein. The Seller agrees that no representative or agent of the Postal Service has made any representation or promise with respect to this agreement not expressly contained herein.
8. The terms and conditions of the lease in effect at the time of the exercise of the option to purchase by the Postal Service will remain in effect until closing of the purchase, whether or not the original term of the lease or renewal option period has expired. If, for any reason, the sale cannot be consummated, the notice of election to purchase will, at the sole option of the Postal Service, be deemed a timely notice to renew within the terms of the lease.

98-11424 (27)

KANSAS CITY FACILITIES SERVICE OFFICE

FAX #
615-843-5424



July 22, 1998

CORPORATE DEVELOPMENT LLC
1420 DONELSON PIKE #B-9
NASHVILLE TN 37217-2927

Dear Lessor:

According to Paragraph 1 (b) of the Construction Rider, Page C-1, we are forwarding for your file, Page 1 of the Lease reflecting a fixed term of July 17, 1998 through July 16, 2018, at an annual rental of \$22,752.14. The Lease contains four 5-year renewal options at an annual rental of \$38,678.63; \$42,546.50, \$46,801.15, and \$51,481.26.00 respectively.

Please be advised that a total of \$800.00 will be withheld from these rents pending completion of the punch list items previously identified. Once completed, this amount will be released to you after inspection and acceptance by the Postal Service. We are also withholding permanently the amount of \$4,300.00 for liquidated damages. A breakdown of this withholding is as follows:

July	61.16/day x 15 days (7/17-7/31)	\$ 917.40
August rent		1,896.01
Sept. rent		1,896.01
Oct. rent		390.58
		<u>\$5,100.00</u>

We will set up a one time payment in October for \$1,505.43 (\$1,896.01 less \$390.58 = \$1,505.43)

The normal rent schedule will begin November 1, 1998 at \$1,896.01 per month.

6806 W 64TH STREET STE 100
OVERLAND PARK, KS 66208-4179
(913) 631-1856
FAX: (913) 631-4202

98-11424 (28)

U.S. Postal Service

MORTGAGEE'S AGREEMENT

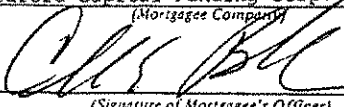
(To be executed and attached to lease before it is recorded.)

Date August 3, 1998

The undersigned, Bedford Capital Funding Corp.
(Mortgagee)
 holder(s) of a mortgage in the sum of \$ 216,900.00 on the property situated
Third and Water Streets
(Street address)
Cambridge, Iowa 52046-9998
(City, State, and ZIP + 4)

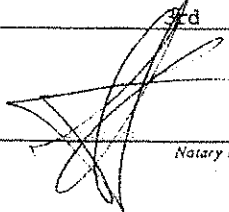
hereby consent(s) to the leasing of said property to the U.S. Postal Service and agree(s) for itself, its successors, executors, administrators, and assigns that in the event it should become necessary to foreclose said mortgage the said mortgagee will cause the sale of said premises to be made subject to said lease.

Witness: _____

Bedford Capital Funding Corp.
(Mortgagee Company)
 By 
(Signature of Mortgagee's Officer)
 Its President
(Title of Mortgagee's Officer)
116 South River Road
(Street Address)
Bedford, NH 03110
(City, State, and ZIP + 4)

Subscribed and Sworn to before me, a notary public, in and for Hillsborough
 County, State of New Hampshire, this 3rd day of
August, 1998.

MARTIN JAMES DAVIES
 My Commission Expires _____
 My commission expires _____


 Notary Public