DUPLICATE

U.S. POSTAL SERVICE
LEASE

MAIN OFFICE, STATION, BRANCH, ETC.	CITY, COUNTY, STATE AND ZIP CODE
MAIN POST OFFICE	Earlham, Madison County, Iowa 50072

1. This LEASE, made and entered into this 6th day of May, 1981 by and between

HUNTER HARDWARE AND IMPLEMENT COMPANY

whose address is Earlham, Iowa 50072 hereinafter called the Lessor,

for Lessor and Lessor's heirs, executors, administrators, successors, and assigns and the United States Postal Service, hereinafter called the Postal Service:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Postal Service the following described premises, viz.:

A one story brick and block building providing approximately 1840 square feet net inside interior (40' x 46'), with a mailing platform of 80 square feet (8' x 10'); driveway and maneuvering area containing 1400 square feet (20' x 70') and parking area of approximately 1500 square feet (50' x 30'), more particularly described as follows:

Lots 2, 3, 4 and 5 except the West 7 feet of Lot 5, subdivision Lot 6 in Block 3 of the Original Town of Earlham, Iowa, located on the north side of Main Street, known as 707 Main Street, in the City of Earlham, County of Madison, State of Iowa, 50072, and also known as the Earlham Business Building.

Compared

FILED NO. 74
BOOK 33 PAGE 612
1981 JUL 17 PM 2:30
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $60.00

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

THE TERM BEGINNING	AND ENDING WITH	TOTAL NUMBER OF YEARS
May 1, 1981	April 30, 1986	FIVE (5)

4. The Postal Service shall pay the lessor an annual rental of:

Six Thousand Four Hundred Eighty and NO/100 ---------Dollars. $ 6,480.00

payable in equal installments at the end of each calendar month. Rent for part of month shall be prorated.

5. This lease may be renewed, at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

NO. YEARS	AT (PER ANNUAL RENTAL)	NO. YEARS	AT (PER ANNUAL RENTAL)	NO. YEARS	AT (PER ANNUAL RENTAL)
(a) FIVE (5)	$7,260.00	(c) DELETE		(e) DELETE	
(b) DELETE		(d) DELETE		(f) DELETE	

provided notice be given in writing to the Lessor at least 90 days before the end of the original lease term or any renewal term. All other terms and conditions of this lease shall remain the same during any renewal term unless stated otherwise herein.

DUPLICATE

6. The Lessor shall furnish to the Postal Service under the terms of this lease, as part of the rental consideration, the following:

Lessor shall provide and maintain all equipment for heat, electric, plumbing, lighting, air conditioning and sewerage service.

The United States Postal Service will pay the recurring monthly utility charges for heat, electric, water and sewerage service and air conditioning if they are separately metered for postal consumption only.

7. The Lessor shall at his expense record this lease in the proper recording office.

8. 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 such subletting or assignment.

9. 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 shall, if required by the Lessor by notice in writing sixty days in advance of such expiration or termination, restore the premises to as good condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Postal Service has no control, excepted.

10. (a) This lease may be terminated upon ninety days' notice in writing to the Lessor whenever the Postal Service shall decide to move the office to a building owned by the Postal Service.

DELETE

DELETE

DELETE

DELETE

(b) This lease may be terminated upon ninety days' notice in writing to the Lessor whenever, in the judgment of the Postal Service, the growth of the service at that office renders additional room necessary and the Lessor is unable or unwilling to furnish suitable and sufficient additional space at an additional rental satisfactory to the Postal Service.

11. (a) The Lessor shall, except as otherwise specified herein and except for damage resulting from the act or 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 tenantable condition. He shall repaint the interior (including but not limited to the walls and ceilings) at least once every 5 years (unless the 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. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times enter and inspect the same and make any necessary repairs thereto. Additionally, the Lessor shall designate maintenance repairmen, for electrical emergencies, for plumbing emergencies, for heating, ventilating and air conditioning emergencies and other emergencies (windows, doors, locks, etc.), who may be called by the Postal Service in the event of an emergency situation involving maintenance of the leased property and/or equipment when the Lessor or his agent cannot be contacted within a reasonable time.

(b) If the leased premises or any part thereof become unfit for use for the purposes for which leased, the Lessor shall put the same in satisfactory condition, as determined by the Postal Service, for the use for which leased.

(c) When the need arises for maintenance or repair or for restoration to a condition suitable for the purpose for which leased, the Postal Service shall (except in emergencies) 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 shall be furnished by certified or registered mail to the Lessor's mortgagee and assignee of the 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 from payments due or to become due under this lease, or, at the sole discretion of the Postal Service in the case of work required pursuant to paragraph (b), cancel the lease. In addition, for any period the premises, or any part thereof, are unfit for the purposes for which leased, the rent shall be abated in proportion to the area determined by the Postal Service to have been rendered unavailable to the Postal Service by reason of such condition. Unfitness for use does not include unsuitability arising from such causes as design, size or location of the building or other portion of the leased premises.

12. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease before the general benefit of such corporation or company.

13. (The following clause is applicable when the leased space is in a building occupied by tenants or concessionaires in addition to the Postal Service and if the total rental under this lease exceeds $10,000 per year, or, at the sole election of the Postal Service, if the total rental under this lease combined with the total rental under all other Federal Government leases of spaces in the building which the space covered by this lease is located exceeds $10,000 per year.)

(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, color, religion, 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 incurred by 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.

14. (The following is applicable if this agreement covers premises of net interior space in excess of 6,500 square feet.)

(a) All mechanics and laborers employed in construction, modification, alteration, repair, painting, decoration, or other improvement of the building or space covered by this agreement, or improvement at the site of the building or facility covered by this agreement (other than maintenance work necessary to keep the building or space in such condition that it may be continuously used at an established capacity and efficiency for its intended purpose), shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions are permitted by the Copeland Regulations (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than the aggregate of the basic hourly rates and the rates of payments, contributions, or costs for any fringe benefits contained in the wage determination decision of the Secretary of Labor which is attached for any fringe benefits contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Lessor or subcontractor and such laborers and mechanics. A copy of such wage determination decision shall be kept posted by the Lessor at the site of the work in a prominent place where it can be easily seen by the workers.

DUPLICATE

(b) The Lessor may discharge his obligation under this clause to workers in any classification for which the wage determination decision contains:

(1) Only a basic hourly rate of pay, by making payment at not less than such basic hourly rate, except as otherwise provided in the Copeland Regulations (29 CFR Part 3); or

(2) Both a basic hourly rate of pay and fringe benefits payments, by making payment in cash, by irrevocably making contributions pursuant to a fund, plan, or program for, and/or by assuming an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by 40 U.S.C. 276a, or by any combination thereof. Contributions made, or costs assumed, on other than a weekly basis shall be considered as having been constructively made or assumed during a weekly period to the extent that they apply to such period. Where 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, he shall furnish information with his payrolls showing how he 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 benefit. In any case where the Lessor provides a fringe benefit different from any contained in the wage determination, he shall similarly show how he arrived at the hourly rate shown therefor. In the event of disagreement between or among the interested parties as to an equivalent of any fringe benefit, the Contracting Officer shall submit the question, together with his recommendation to the Secretary of Labor for final determination.

(c) The assumption of an enforceable commitment to bear the cost of fringe benefits, or the provision of any fringe benefits not expressly listed in section (b) (2) of 40 U.S.C. 276a or in the wage determination decision forming a part of the contract, may be considered as payment of wages 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 his obligations under any unfunded plan or program.

(d) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination decision and which is to be employed under the contract shall be classified or reclassified conformably to the wage determination decision, and shall report the action taken to the Secretary of Labor. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics to be used, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(e) Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the aforesaid Bureau of Apprenticeship and Training. The allowable ratio of apprentices to journeymen in any craft classification shall be not greater than the ratio permitted to the Lessor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Lessor shall furnish written evidence of the registration of his program and apprentices as well as of the ratios allowed and the wage rates required to be paid thereunder for the area of construction, prior to using any apprentices in the work.

(f) The Lessor shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve them for a period of three years thereafter for all laborers and mechanics employed in the work covered by this clause. Such records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Lessor has obtained approval from the Secretary of Labor as provided in paragraph (c) of this clause, he shall maintain records which show the commitment, its approval, written communication of the plan or program to the laborers or mechanics affected, and the costs anticipated or incurred under the plan or program.

(g) The Lessor shall submit weekly a copy of all payrolls to the Contracting Officer. The Lessor shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the Lessor indicating that the payrolls are correct and complete, that the wage rates contained therein 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 he performed. Submission of the "Weekly Statement of Compliance" required under this Agreement shall satisfy the requirement for submission of the above statement. The Lessor shall submit also a copy of any approval by the Secretary of Labor with respect to fringe benefits which is required by paragraph (c) of this clause.

(h) The Lessor shall make the records required under this clause available for inspection by authorized representatives of the Contracting Officer and the Department of Labor, and shall permit such representative to interview employees during working hours on the job.

(i) The Lessor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR Part 3) which are incorporated herein by reference.

(j) The Contracting Officer may withhold or cause to be withheld from the Lessor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Lessor or any subcontractor on the work the full amount of wages required by the contract.

(k) If the Lessor or any subcontractor fails to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Lessor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

15. Overtime

(a) The Lessor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this Agreement to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the Lessor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination (if applicable), whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Lessor shall be liable to any affected employee for any amounts due, and to the Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

(c) The Contracting Officer may withhold from the Lessor, from any moneys payable under the lease, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Lessor for unpaid wages and liquidated damages.

16. Health and Safety Standards

(a) To the extent this agreement is for construction, alteration, and/or repair, including painting and decorating, the Lessor shall not require any laborer or mechanic employed in the performance of this agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under standards promulgated by the Secretary of Labor under the authority of 40 U.S.C. 333 (see 29 CFR Part 1518).

(b) In the event it is determined that the Lessor has failed to comply with this provision regarding health and safety standards, the Postal Service, in its discretion, may cancel this agreement, contract for the balance of the work or term, and charge to the Lessor the additional cost, if any, incurred thereby.

17. Subcontract Provisions

The Lessor agrees to insert Clauses 14, 15, 16 and 17 of this Agreement in all subcontracts hereunder and to require their inclusion in all subcontracts of lower tier. The term "Lessor" as used in these clauses in any subcontract shall be deemed to refer to the subcontractor.

18. Assignment of Claims

(a) If this agreement provides for payments aggregating $1,000 or more, claims for moneys due or to become due the Lessor from the Postal Service under this Lease 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 such assignment or reassignment shall cover all amounts payable under this Lease and not already paid, and shall not be made to more than one party except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. 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 (i) the Contracting Officer, (ii) the surety or sureties upon the bond or bonds, if any, in connection with this lease; and (iii) the disbursing officer, if any, designated in this lease to make payment, and the Contracting Officer has acknowledged the assignment in writing.

(b) Assignment of this lease or any interest in this lease other than in accordance with the provisions of this clause shall be grounds for annulment of the lease at the option of the Postal Service.

19. If the premises are mortgaged prior to or during the term of this lease, including any renewal option periods, the Lessor shall so inform the Contracting Officer and shall, upon request, furnish a mortgage subordination agreement on PS Form 7450.

20. The following paragraphs were deleted before execution:

Paragraphs 5(B), 5(c), 5(d), 5(e) and 5(f).
Paragraphs 10(a) and 10(b).

DUPLICATE

21. The following paragraphs were added before execution:

NONE

22. The following documents are incorporated in and made a part of this Lease:

PS Form 7419-A, Zero Tax Clause

U. S. POSTAL SERVICE

ZERO TAX CLAUSE RIDER

(a) The lessor shall present to the Postal Service the general real estate tax bills of each taxing authority for taxes due and payable on the land and buildings hereby demised when said taxes apply to any year or part thereof within the term of this lease. General real estate taxes are taxes 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, for the purpose of funding general governmental services. Presentation of said tax bills shall be made in the manner and to the office shown in subparagraph (d) hereof to permit payment of said taxes in the manner set out herein before any fine, penalty, interest or cost may be added thereto for the non-payment thereof and in time to obtain any discount allowed by the taxing authority. After the presentation of said tax bills, the Postal Service shall pay to the lessor, as additional rent due hereunder, the net amount of said taxes by check made payable to the lessor and the taxing authority issuing said tax bill. The lessor shall thereafter promptly indorse said check and deliver the same to said taxing authority. The lessor shall pay all assessments and fees of every kind and nature other than general real estate taxes.

(b) If a part of said general real estate taxes applies to any period prior to the commencement 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 shall be liable to pay the lessor in the aforesaid manner 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 hereby demised apply to the land only, the provisions of this entire tax article shall 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 shall furnish the Postal Service copies of all tax bills and 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. Such notices and tax bills shall be delivered or mailed within three days from the receipt thereof by the lessor to: - CONTRACTING OFFICER
FIELD REAL ESTATE & BUILDINGS OFFICE
PO BOX 69069, ST. PAUL, MN 55169
or to such other officer as he may in writing direct. The lessor shall cause payment of said general real estate taxes to be made under protest when requested to do so by the Postal Service. The Postal Service may contest the amount or 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 the name of the lessor or in the names of both. The lessor, upon reasonable notice and request by the Postal Service, shall join in any such proceedings, but the lessor shall not be subject to any liability for the payment of penalties, costs or expenses in connection with any proceedings brought by the Postal Service and the Postal Service hereby covenants to indemnify and save harmless the lessor from any such penalties, costs, or expenses. The lessor shall cooperate with the Postal Service in any such contest or proceeding and execute any documents or pleadings required for such purpose provided the lessor shall reasonably be satisfied that the facts and data set forth in such documents or pleadings are accurate.

(e) In the event the lessor fails to present to the Postal Service the general real estate tax bills within three days from the receipt thereof by lessor 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 payment of tax, the lessor will be responsible and liable for payment of such fine, penalty, interest, cost or the amount of lost discount and the Postal Service will be liable only for payment of the net taxes less such discount as would have been allowed for prompt payment.

DUPLICATE

PS Form 7419-A
Jan. 1975

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It is expressly understood between the parties hereto that the terms and conditions of the Agreement to Lease executed by William H. Hunter, Hunter Hardward & Implement Company and accepted by the Postal Service on January 26, 19 81, including any amendments or modifications thereto, are made part of this lease and are to be complied with as though fully set forth herein, except that the Claims and Disputes Clause shall not be applicable to any of the lessor's or lessee's obligations under any of the provisions of the lease.

IN WITNESS WHEREOF, the parties hereto have hereunto signed and sealed these presents as of the date first written above.

SEAL

HUNTER HOWE & IMP. COMPANY CORPORATE SEAL IOWA

Hunter Hardward & Implement Company
(Company, Corporate or Partnership Name)

(An Iowa Corporation)
(State)

By X William W. Hunter

Its William W. Hunter - President
(Title)

By X Robert E. Hunter

Its Robert E. Hunter - Vice-President
(Title)

WITNESSES:

X Joyce Ann Rossow

X Joan Coggeshall

X Federal I.D. # 42-0650890

Earlham, Iowa 50072

Telephone Number 515-758-2892

Telephone Number 515-758-2881 - WWH Home

WITNESSES:

Joyce Ann Falkenstein

THE UNITED STATES POSTAL SERVICE

By

Title ROBERT VOGEL, Contracting Officer
Contracting Officer

United States Postal Service
Field Real Estate and Buildings Office
P. O. Box 69069
St. Paul, MN 55169

DUPLICATE

5

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IN WITNESS WHEREOF, the parties hereto have hereunto signed and sealed these presents as of the date first written above.

SEAL

HUNTER HOWE & IMP. COMPANY -o- CORPORATE SEAL IOWA

Hunter Hardward & Implement Company
(Company, Corporate or Partnership Name)

(An Iowa Corporation)
(State)

By X William W. Hunter

Its William W. Hunter - President
(Title)

By X Robert E. Hunter

Its Robert E. Hunter - Vice-President
(Title)

WITNESSES:

X Hazel M. Rowe

X Joan Coggeshall

X Federal I.D. # 42-0650890

Earlham, Iowa 50072

Telephone Number 515-758-2892

Telephone Number 515-758-2881 - WWH Home

WITNESSES:

Joyce Ann Falkenstein

THE UNITED STATES POSTAL SERVICE

By Robert Vogel

Title ROBERT VOGEL, Contracting Officer
Contracting Officer

United States Postal Service
Field Real Estate and Buildings Office
P. O. Box 69069
St. Paul, MN 55169

DUPLICATE

U. S. POSTAL SERVICE
REPRESENTATIONS AND CERTIFICATIONS DUPLICATE

PAGE 1 OF 2

NAME AND ADDRESS OF OFFEROR (No., Street, City, State, and ZIP Code)

Initials WWH
Initials RH
Hunter Hardware & Implement Company
Earlham, Iowa 50072

USPS SOLICITATION NO.

DATE OF OFFER
May 6, 1981

THE OFFEROR MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS AS A PART OF THE OFFER IDENTIFIED ABOVE. *(Check and/or complete all applicable boxes or blocks. The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.)*

X SMALL BUSINESS CONCERN/MINORITY ENTERPRISE*

He ☒ is, ☐ is not, a small business concern and he ☐ is, ☒ is not, a minority enterprise. *(For the purpose of this offer: (i) a "small business concern" 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 13 CFR Part 121, or if no standard has been established, of a size employing not more than 500 employees, and (ii) "minority enterprise" means a concern, at least 50 percent of which is owned or controlled by members of a minority group (i.e., Black Americans, Spanish-speaking Americans, Oriental Americans, Indians, American Eskimos, and American Aleuts. For other information see Postal Contracting Manual 1-1.1.)* DELETED *See Attachment A for revised definition of Minority Enterprise.

X 2. TYPE OF ORGANIZATION

He operates as an ☐ individual, ☐ partnership, ☐ joint venture, ☒ corporation, ☐ a nonprofit organization incorporated in the State of Iowa.

3. REGULAR DEALER/MANUFACTURER *(Check only for supply contracts where the offer exceeds $10,000.)*

He is a ☐ regular dealer in, ☐ manufacturer of, the supplies offered.

X 4. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

(a) Is the offeror owned or controlled by a parent company as described below? ☐ Yes ☒ No. *(For the purpose of this offer, a parent company is defined as one which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the offeror, such other company is considered the parent company of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.)*

(b) If the answer to (a) above is "Yes," offeror shall insert in the space below the name and main office address of the parent company.

NAME OF PARENT COMPANY	MAIN OFFICE ADDRESS (No., Street, City, State and ZIP Code)

(c) Offeror shall insert in the applicable space below, if he has no parent company, his own Employer's Identification Number (E.I. No.) *(Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941)*, or, if he has a parent company, the E.I. No. of his parent company.

EMPLOYER IDENTIFICATION NUMBER OF:	PARENT COMPANY	OFFEROR
	X 42-0650890	42-0650890

If offeror not a business, enter Social Sec # of husband & wife
TAX ID NO.
Business Tax ID or So. Sec#

5. BUY AMERICAN CERTIFICATE

The offeror hereby certifies that each end product, except any end products he has listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OF ORIGIN

6. EQUAL OPPORTUNITY *(Check only if offer exceeds $10,000 in amount.)*

He ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; he ☐ has, ☐ has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. *(The above representation need not be submitted in connection with contracts which are exempt from the Equal Opportunity clause.)*

7. EQUAL OPPORTUNITY AFFIRMATIVE ACTION PROGRAM *(Check only if offer exceeds $50,000 and offeror has 50 employees or more.)*

The offeror represents that (1) he ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) he ☐ has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor. *(The above representation need not be submitted in connection with contracts which are exempt from the Equal Opportunity clause).*

PS Form 7319-B
May 1975

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MORTGAGEE'S AGREEMENT

DUPLICATE

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

Date _____

The undersigned, NO MORTGAGE _____
(Mortgagee)

holder(s) of a mortgage in the ~~sum of~~ $ _____ on the property situated

_____
(Street address)

_____
(City, State, and ZIP Code)

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.

_____
(Mortgagee Company)

Witness: _____ By _____
(Signature of Mortgagee's Officer)

Its _____
(Title of Mortgagee's Officer)

_____
(Street Address)

_____
(City, State and ZIP Code)

SUBSCRIBED AND SWORN to before me, a notary public, in and for

County, State of _____, this _____ day of

_____, 19

_____
Notary Public

My commission expires _____

PS Form 7450
July 1971

GPO 926-470

FORM OF ACKNOWLEDGMENT FOR CORPORATIONS

DUPLICATE

STATE OF Iowa }
COUNTY OF Madison } ss:

Personally appeared before me, a notary public in and for the County and State aforesaid, _____

William W. Hunter

and Robert E. Hunter who are known to me to be the

President and Vice President of the

Hunter Hardware & Implement Company and

to be the same person who executed the foregoing lease, who depose and say that he know 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 he signed their name thereto, by authority of the said corporation, for the purposes set forth, and as his (his) (her) own free and voluntary act.

Done at Earlham, Iowa, in the County and State aforesaid, this 9th day of July, 19 81

[NOTARIAL SEAL]

Carolyn Moore
Notary Public.

My commission expires 9-30-82

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."

PS Form 7449-A
Dec. 1974
GPO 889-956

DUPLICATE

ENABLING RESOLUTION

I, William W. Hunter, have been
(Name, Title)
authorized to sign all agreements between the United States Postal Service and Hunter Hardware and Implement Company, and therefore am authorized to enter into an agreement to lease building space for use by the Post Office known as Main Post Office, located in Earlham, Iowa 50072.
(Branch, Station) (City, State, Zip)

William W. Hunter
(Signature, Title)

7/1/81
(Date)

The above named individual has been appointed to enter into and sign all agreements in regards to the Postal quarters mentioned above for Hunter Hardware & Implement Company

Hazel M. Read
(Signature, Treasurer)

7/1/81
(Date)

SEAL

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ENABLING RESOLUTION

DUPLICATE

I, Robert E. Hunter, have been
(Name, Title)
authorized to sign all agreements between the United States Postal Service and Hunter Hardware & Implement Company,
and therefore am authorized to enter into an agreement to lease building space for use by the Post Office known as
Main Post Office, located in Earlham, Iowa 50072.
(Branch, Station) (City, State, Zip)

Robert E. Hunter, Vice Pres.
(Signature, Title)

7-9-81
(Date)

The above named individual has been appointed to enter into and sign all agreements in regards to the Postal quarters mentioned above for Hunter Hardware & Implement Company.

Hazel M. Ross
(Signature, Treasurer)

7/9/81
(Date)

SEAL

ACKNOWLEDGEMENT

STATE OF MINNESOTA)
(ss.
COUNTY OF RAMSEY)

I, JOYCE ANN FALKENSTEIN, a notary public, do hereby certify that ROBERT VOGEL, Field Supervisor, Field Real Estate and Buildings Office, United States Postal Service, St. Paul, Minnesota, personally appeared before me and acknowledged said instrument to be an act and deed of the United States Postal Service.

Subscribed and sworn to before me this 14th day of July, 19 81.

Joyce Ann Falkenstein
JOYCE ANN FALKENSTEIN
Notary Public



JOYCE ANN FALKENSTEIN
Notary Public, Ramsey County, Mn.
My commission expires Dec. 14, 1987

DUPLICATE

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U.S. POSTAL SERVICE

GENERAL CONDITIONS TO FORM 7400

1. DEFINITIONS

(a) "Contracting Officer" as used herein means the person executing this agreement on behalf of the Postal Service, his duly appointed successor, his authorized representative, or any person designated Contracting Officer by the Postmaster General, or his representatives.

(b) "Successful Bidder" or "Lessor" means the party whose Agreement to Lease is accepted by the Postal Service.

2. EXECUTION REQUIREMENTS

(a) All Co-owners and all other persons having or to have a legal interest in the property must execute the Agreement to Lease and the Lease. If required by the Postal Service, the bidder shall submit adequate evidence of title.

(b) If the bidder is married, the husband or wife of the bidder shall also execute the Agreement to Lease and the Lease. Marital status of individuals must be shown.

(c) Where the bidder is an unincorporated firm or copartnership, each member and the wife or husband must sign.

(d) Where the bidder as 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 cerified copy of a court order authorizing such administrator or executor to enter into a lease with the Postal Service.

(e) Where the bidder 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 bidder 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 bidder is a municipal corporation, fraternal order or society, the Agreement to Lease must be accompanied with documentary evidence affirmatively establishing authority of the agent, or agents, to execute the Agreement to Lease and 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 Agreement to Lease. The names and official titles of the officers who are authorized to sign the agreement to lease must appear in the document.

3. 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 bidder shall notify the Contracting Officer of the facts concerning such mortgage, and may be required to furnish a mortgagee's subordination agreement on Form 7450, before the final lease is executed.

4. LESSOR OBLIGATIONS

The Lessor's obligations in regard to the services provided in the Agreement to Lease are further defined as follows:

(a) If fuel is furnished — Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 65 degrees F. in all portions of the demised premises, together with all fuel and filters required for proper operation of the system during the continuance of the lease.

(b) If heat is furnished—Lessor agrees to maintain uniform heating temperature in all portions of the demised premises in accordance with contractual requirements during the continuance of the lease, and to furnish necessary filters. Unless otherwise specified in the contractual requirements, uniform heating temperature of 65 degrees F. shall be provided in all portions of the demised premises during the continuance of the lease.

(c) If neither fuel nor heat is furnished — Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 65 degrees F. in all portions of the demised premises, together with all filters required for proper operation of the system during the continuance of the lease.

(d) If light is furnished—Lessor agrees to provide and install light fixtures in accordance with contractual requirements and during the continuance of the lease shall provide and install all needed replacement parts including, but not limited to, necessary fluorescent tubes and incandescent lamps, as well as paying all lighting bills.

(e) If light is not furnished and fluorescent lights are used—Lessor agrees to provide and install light fixtures in accordance with contractual requirements and to provide and replace during the continuance of the lease all replacement ballasts as needed.

(f) If power is furnished—Lessor agrees to furnish and pay for all power during continuance of the lease.

(g) If water is furnished—Lessor agrees to furnish and pay for all water during continuance of the lease.

(h) Maintenance—The Lessor shall, unless herein specified to the contrary, 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 tenantable condition, except in case of damage arising from the act or the negligence of the Service's agents or employees. During the continuance of the lease, the interior of the building, including, but not limited to, the walls and ceilings, shall be repainted at least once every five (5) years unless required more often because of damage from fire or other casualty, or unless the five year period is specifically extended in writing by the Contracting Officer. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times enter and inspect the same and make any necessary repairs thereto. Additionally, the Lessor shall designate maintenance repairmen for electrical emergencies, for plumbing emergencies, for heating, ventilating and air conditioning emergencies and other emergencies (windows, doors, locks, etc.), to be called in the event of an emergency situation involving maintenance of the leased property and/or equipment when the Lessor or his agent cannot be contacted within a reasonable time.

(i) If sewerage service is furnished—Lessor agrees to furnish and pay for sewerage service during continuance of the lease.

(j) If air conditioning equipment is furnished—Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of said equipment, including, but not limited to, the replacement of necessary refrigerant and filters as required for proper operation of the equipment.

(k) If air conditioning is furnished—Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of said 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.

5. TERMINATION FOR DEFAULT—DAMAGES FOR DELAY—TIME EXTENSIONS

(a) If the successful bidder refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the service may, by written notice to the successful bidder, terminate

DUPLICATE

his right to proceed with the work. Whether or not the successful bidder's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the Postal Service resulting from his refusal or failure to complete the work within the specified time.

(b) The successful bidder's right to proceed shall not be so terminated nor the successful bidder 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 successful bidder, including but not restricted to, acts of God, acts of the public enemy, acts of the 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 successful bidder and such subcontractors or suppliers; and

(2) The successful bidder, 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.

The Contracting Officer shall 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, unless the Lessor shall appeal in writing to the Postmaster General within thirty (30) days from receipt of the findings of fact. The decision of the Postmaster General, or his duly authorized representative shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or arbitrary or capricious or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence; PROVIDED, that if no such appeal to the Postmaster General is taken, the decision of the Contracting Officer shall be final and conclusive. In connection with any appeal proceeding under this clause, the Lessor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision on an extension of time hereunder, the Lessor shall 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, PROVIDED, HOWEVER, that if the successful bidder shall acquire the demised property, an interest therein or an option to purchase the same by or through assignment or transfer from the Postal Service, and if in the course of such acquisition the successful bidder is unble to comply with such laws or ordinances or restrictive covenants, then this agreement shall be and become terminated with no further liability on the part of either party unless such laws or ordinances or restrictive covenants are suitably changed or removed in accordance with an option or other agreement with the owner which so provides.

(c) 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.

6. INSPECTION

(a) The Lessor shall, 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 shall be accessible for inspection by the authorized representative of the Contracting Officer who shall be authorized to determine whether contractual requirements are being met during construction and for acceptance inspection of construction of the facility.

(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 successful bidder 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 shall give the Contracting Officer at least forty-five (45) days advance written notice of the date the work will be fully completed and ready for acceptance inspection and tests.

7. STORAGE OF EQUIPMENT

The Postal Service may, without additional compensation, store, assemble, and install 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 Agreement to Lease. Such action shall be accomplished in a manner which will not unreasonably interfere with the successful bidder's completion of work under this agreement.

8. EQUAL OPPORTUNITY CLAUSE

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Lessor agrees as follows:

(a) The Lessor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex or national origin. Such action shall include, but not be limited to, the following 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 Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Lessor will, in all solicitations or advertisements for employees placed by or on behalf of the Lessor state that all qualified applicants will receive consideration for employment without regard to race, religion, color, age, sex or national origin.

(c) The Lessor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Lessor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Lessor will comply with all provisons of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Lessor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Lessor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Lessor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Lessor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Lessor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event the Lessor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Lessor may request the United States to enter into such litigation to protect the interests of the United States.

9. FACILITIES NONDISCRIMINATION

(The following section is applicable when the leased space is in a building occupied by tenants or concessionaries in addition to the Postal Service and if the total rental under this lease exceeds $10,000 per year, or at the sole election of the Postal Service, if the total rental under this lease combined with the total rental under all other Federal Government leases of space in the building in which the space covered by this lease is located exceeds $10,000 per year.)

(a) As used in this section, 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 section 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 section *(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 section, including but not limited to termination of the agreement or concession.

10. NONDISCRIMINATION BECAUSE OF AGE

Pursuant to Executive Order 11141 of February 12, 1964, it is the policy of the Executive Branch of the Government that (1) contractors and subcontractors engaged in the performance of Federal contracts shall not, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement, and (2) that contractors and subcontractors, or persons acting on their behalf, shall not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

11. OFFICIALS NOT TO BENEFIT

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the agreement be for the general benefit of such corporation or company.

12. COVENANT AGAINST CONTINGENT FEES

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Postal Service shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. 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.

13. PAYMENT FOR LABOR AND MATERIAL

If the Successful Bidder is required to furnish a Labor and Material Payment Bond, Form 7414-E, in connection with this Agreement to Lease, he agrees to post at the job site in a prominent place, a photostat or certified copy of the Labor and Material Payment Bond, Form 7414-E, 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 to Lease.

14. ASSIGNMENT OF CONTRACT PROHIBITED

Neither this contract nor any interest therein shall be transferred by the party to whom such contract is given to any other party, and any such transfer may be caused for annulment of the contract transferred, so far as the Postal Service is concerned. All rights of action for any such breach of contract by the contracting parties are reserved to the Postal Service. However, assignments for security to banks, trust companies and finance corporations may be recognized.

15. LICENSES, PERMITS, SAFETY, INDEMNIFICATION

(a) The Lessor shall, without additional expense to the Postal Service, be responsible for 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 of the work. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

(b) The Lessor shall indemnify 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 personal injury or death or property damage received or sustained by any person or persons or property, growing out of, occurring, or attributable to any negligent work performance under or related to this contract.

16. PAYMENT OF PREVAILING WAGE RATES

(The following is applicable if this agreement covers premises of net interior space in excess of 6,500 square feet, whether existing or to be constructed.)

(a) All mechanics and laborers employed in construction, modification, alteration, repair, painting, decoration, or other improvement of the building or space covered by this agreement, or improvement at the site of the building or facility covered by this agreement (other than maintenance work necessary to keep the building or space in such condition that it may be continuously used at an established capacity and efficiency for its intended purpose), shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Copeland Regulations (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than the aggregate of the basic hourly rates and the rates of payments, contributions, or costs for any fringe benefits contained in the wage determination decison of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Lessor or subcontractor and such laborers and mechanics. A copy of such wage determination decison shall be kept posted by the Lessor at the site of the work in a prominent place where it can be easily seen by the workers.

(b) The Lessor may discharge his obligation under this clause to workers in any classification for which the wage determination decision contains:

(1) Only a basic hourly rate of pay, by making payment at not less than such basic hourly rate, except as otherwise provided in the Copeland Regulations (29 CFR Part 3); or

(2) Both a basic hourly rate of pay and fringe benefits payments, by making payment in cash, by irrevocably making contributions pursuant to a fund, plan, or program for, and/or by assuming an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by 40 U.S.C.276a,or by any combination thereof. Contributions made, or costs assumed, on other than a weekly basis shall be considered as having been constructively made or assumed during a weekly period to the extent that they apply to such period. Where 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, he shall furnish information with his payrolls showing how he 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 benefit. In any case where the Lessor provides a fringe benefit different from any contained in the wage determination, he shall similarly show how he arrived at the hourly rate shown therefor. In the event of disagreement between or among the interested parties as to an equivalent of any fringe benefit, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(c) The assumption of an enforceable commitment to bear the cost of fringe benefits, or the provision of any fringe benefits not expressly listed in section (b)(2) of 40 U.S.C. 276a or in the wage determination decison forming a part of the contract, may be considered as payment of wages 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 his obligations under any unfunded plan or program.

(d) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination decision and which is to be employed under the contract shall be classified or reclassified conformably to the wage determination decision, and shall report the action taken to the Secretary of Labor. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics to be used, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(e) Apprentices shall be permitted to work as such only when they are registered, individually, under a bonafide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the aforesaid Bureau of Apprenticeship and Training. The allowable ratio of apprentices to journeymen in any craft classification shall be not greater than the ratio permitted to the Lessor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Lessor shall furnish written evidence of the registration of his program and apprentices as well as of the ratios allowed and the wage rates required to be paid thereunder for the area of construction, prior to using any apprentices in the work.

(f) The Lessor shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve them for a period of three years thereafter for all laborers and mechanics employed in the work covered by this clause. Such records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Lessor has obtained approval from the Secretary of Labor as provided in paragraph (c) of this clause, he shall maintain records which show the commitment, its approval, written communication of the plan or program to the laborers or mechanics affected, and the costs anticipated or incurred under the plan or program.

(g) The Lessor shall submit weekly a copy of all payrolls to the Contracting Officer. The Lessor shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the Lessor indicating that the payrolls are correct and complete, that the wage rates contained therein 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 he performed. Submission of the "Weekly Statement of Compliance" required under this Agreement shall satisfy the requirement for submission of the above statement. The Lessor shall submit also a copy of any approval by the Secretary of Labor with respect to fringe benefits which is required by paragraph (c) of this clause.

(h) The Lessor shall make the records required under this clause available for inspection by authorized representatives of the Contracting Officer and the Department of Labor, and shall permit such representative to interview employees during working hours on the job.

(i) The Lessor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR Part 3) which are incorporated herein by

reference.

(j) The Contracting Officer may withhold or cause to be withheld from the Lessor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Lessor or any subcontractor on the work the full amount of wages required by the contract.

(k) If the Lessor or any subcontractor fails to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Lessor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

17. OVERTIME

(a) The Lessor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this Agreement to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the Lessor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination (if applicable), whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Lessor shall be liable to any affected employee for any amounts due, and to the Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

(c) The Contracting Officer may withhold from the Lessor, from any moneys payable under the lease, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Lessor for unpaid wages and liquidated damages.

18. HEALTH AND SAFETY STANDARDS

(a) To the extent this agreement is for construction, alteration, and/or repair, including painting and decorating, the Lessor shall not require any laborer or mechanic employed in the performance of this agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under standards promulgated by the Secretary of Labor under the authority of 40 U.S.C. 333 (see 29 CFR PART 1518).

(b) In the event it is determined that the Lessor has failed to comply with this provision regarding health and safety standards, the Postal Service, in its discretion, may cancel this agreement, contract for the balance of the work or term, and charge to the Lessor the additional cost, if any, incurred thereby.

19. SUBCONTRACT PROVISIONS

The Lessor agrees to insert Clauses 16, 17, 18 and 19 of this Agreement in all subcontracts hereunder and to require their inclusion in all subcontracts of lower tier. The term "Lessor" as used in these clauses in any subcontract shall be deemed to refer to the subcontractor.

20. SITE

Bidders shall examine the site and be thoroughly acquainted with conditions thereon. The Lessor shall 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.

21. DESIGN AND APPROVAL REQUIREMENTS

(The following clause is applicable (1) except to the extent otherwise specified, or (2) unless complete working drawings and specifications are furnished by the Postal Service.)

(a) The Lessor shall 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 to Lease. All final drawings shall bear the appropriate registration seal. In determining the total cost of a project, bidders shall take into consideration architectural and engineering fees.

(b) All submissions required for approval by the Postal Service shall be correlated, checked and signed by a responsible official of the architect-engineer's firm and shall 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, shall 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., "Basic Building Code". The final drawings shall be signed and sealed by the architect-engineer with this statement:

"This building has been designed and shall be constructed in strict accordance with the ____ building (regulations)(code) dated ____."

(d) The minimum requirements established by this agreement shall 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 to Lease, the more stringent requirements shall 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 to Lease unless a deviation, waiver or other change is specifically identified and approved by the contracting officer.

(f) The successful bidder/Lessor shall be responsible, in all cases, for the proper design and coordination of architectural, structural, plumbing, electrical, heating, ventilation, airconditioning, 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 as to approval of final drawings and specifications.

22. BONDS

If performance and labor and material payment bonds are required, no work or services under this contract may be commenced until the 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, the option may expire prior to the Lessor's submission of bonds and receipt of notice of acceptability, and the option cannot be extended, the option may be assigned prior to the Lessor's submission of bonds and receipt of notice of acceptability and the Lessor shall exercise the option timely and remain obligated to furnish acceptable bonds within the time limit specified in this agreement to lease.

23. EXAMINATION OF RECORDS

(NOTE: This provision is applicable if this lease was entered into by means of negotiations, but is not applicable if this lease was entered into by means of formal advertising.)

(a) The Lessor agrees that the Postmaster General or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this Lease.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Postmaster General or his representatives shall, until the expiration of 3 years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" excludes (1) purchase orders not exceeding $2,500, and (2) subcontracts for purchase orders for public utility services at rates established for uniform applicability to the general public.

24. CLEAN AIR AND WATER (JULY 1975)

(Applicable only if (i) offer exceeds $100,000, or (ii) the offer is for an indefinite quantity and it indicates that orders for estimated quantities will exceed $100,000 in any year, or (iii) a facility to be used is listed on the EPA List of Violating Facilities due to a criminal conviction, or (iv) the contract is not otherwise exempt.)

The Contractor agrees as follows:

(a) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500), respectively, and all regulations and guidelines issued thereunder.

(b) That no portion of the work requried by this contract will be performed in a facility listed on the Environmental Protection Agency (EPA) *List of Violating Facilities* on the date when this contract was awarded, unless and until the EPA removes the name of such facility from such listing.

(c) To notify promptly the Contracting Officer of the receipt of any communication from the EPA indicating that any facility proposed for or in use under this contract is under consideration to be listed on the EPA *List of Violating Facilities*.

(d) To insert the substance (i) of any Clean Air and Water Certification contained in this solicitation and (ii) of the provisions of this clause into every nonexempt subcontract, including this paragraph, and to take such steps as the Postal Service may direct as a means of enforcing these provisions.

(e) That in the event the Contractor fails to comply with all the above requirements, his right to perform may be canceled, terminated for default, or suspended for such failure, in whole or in part.

(Environmental Protection Agency regulations implementing the provisions for listing prescribed by the referenced statutes may be found at 40 CFR Part 15.)

25. CLAIMS AND DISPUTES (MARCH 1979)

(a) Any claim relating to this contract shall be resolved in accordance with the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.).

(b) On request, the contracting officer promptly shall furnish the contractor a copy of the regulations and procedures applicable to the resolution of claims relating to this contract.

(c) Any claim by the contractor against the Postal Service relating to this contract shall be in writing and shall be submitted to the contracting officer for a decision. For any claim of more than $50,000, the contractor shall certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of his knowledge and belief and that the amount requested accurately reflects the contract adjustment for which the contractor believes the Postal Service is liable.

(d) Any claim which is not disposed of by agreement shall be decided by the contracting officer, who shall issue his decision in writing and shall mail or otherwise furnish a copy of the decision to the contractor. The contracting officer's decision on the claim shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless: (i) within 90 days from the date of receipt of the contracting officer's final decision the contractor appeals such decision to the Board of Contract Appeals in accordance with the Contract Disputes Act of 1978, or (ii) within 12 months of the date of the receipt by the contractor of the final decision of the contracting officer concerning the claim, the contractor brings an action directly on the claim in the United States Court of Claims.

(e) Pending final resolution of an appeal or action or final settlement, the contractor shall proceed diligently with performance of the contract in accordance with any decision of the contracting officer.