MAINT	otrod	And Andrews and Andrews	J.S. Postal Service		<b>****</b> 3 4 7
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sszou oj nukrene g for Lessoriane	Lessor's heirs, executors	Kini pistenta		and a second s	Ca (Unit his Disaster)
LUS WITH	SSETH: The Darrise 6401	Constructions, Successors, and	assigns and the United	States Postal Service, hereinafi	er called the Postal Servic
2.	The Lessor bereby losses	to the consideration herein	after mentioned covena	nt and agree as follows:	
A parce	of land situat	the Postal Service the followi ed in the NF1/ANE	ng described premises, v	iz.:	
I East W	1110mo++- 14	we in the MEI/4NE	1/4 of Section		uth, Range 7
and 8 a	nd Fast of the m	cue E1/4 Corner o	f Section 1 on	the Parce 1	described as
iron ro	d on the said D	illamette Meridia	D; thence N AA	003 LEOU W 1775	tween Ranges 7.
the sai	d Range line to	a 5/8" iron rod	S.89056'01'W.	03'59" W. 1735.17 198.00 feet at rig '59"W. 435.64 feet	it angles to
to said	Range line to a	5/8" iron rod. h	eing the South	'59'W. 435.64 feet asterly corner of et at right angle	and parallel
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line to	a noint of the		00°03'59" W	nd parallal	
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	ascerly along th	le Southerly with	the Southerly	right-of-way line	of Uichange
at the i	ntercosti -	le Southerly right	-of-way line	f coid Way line	of Highway 66:
at the i said Rar	intersection of s	said line with a l	-of-way line of ine running page	of said Highway to	of Highway 66; a 5/8" iron roo
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	A. The Lessor shall turnish to the Postal Service under the terms of this lesse/as period the rental consideration, the following:         - ElAG         - ElAG         - Lessor shall         - ElAG         <	in. anive sent
	Lessor, shall.provide, potable, water, and sewerage, service unless public and/or public sanitary sewerage service unless public.	netered water
	In the event public metered water and/or public sanitary sewerage systems and the undersigned agrees to pay connection charges and the U. S. Postal S INELEW SCHMMERCE SANET AND TO HOLD AVERAGE SEWERAGE SUBJECTION CHARGES AND TO HOLD AVERAGE SEWERAGE	ms are not ater date, ervice will
	3. The Leston bracks bases to the Portal Server are following thermase set. A particle of land situated in the NEI/4/NEI/4 of Section I science; inclored and Section and S	To a 3/8 glvs to parallel parallel iparcel, be id Range lighway bo feet from containing over and over and over and over and over and over and
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eby the i nise ermi ore t dam 7 10. a bu	Leased (provided such alterations, additions) structures or signs shall not be detrimental to or inconsistent with the right spraned to consistent of the postal Service shall, if required by the Lessor by notice in writing sixty days in advance of such explicitions or structures or by circumstances over which the Postal Service has no control, excepted.	the premises ther tenants d to the said 2 expiration ermination, ear and tear
ne se Fadd	(b) This lease may be terminated upon ninety days notice in writing to the Lessor whenever (in the judgment of the Postal Service, ervice at that office renders additional foon Decement and be been is unable or unwilling to furnish suitable and sufficient addit ditional rental satisfactory to the Postal Service Level and the been is unable or unwilling to furnish suitable and sufficient addit In Output Ch. 21 9 1001 BUVICH (SIC)	the growth

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11. (a) The Lessor shall, except as otherwise specified herein and except for damage resulting from the act or negligence of Postal Service approves innaintain the demised premises, including the building, and any and all equipment fixtures, and appurtenances, whether severable 11 (a) The Lessor shall, except as otherway specified herein and except for damage resulting from the act or negligence of Postal Service associated by the Lessor individual premises, including the building and any, and all equipment fixtures, and appurtenances, whether severable or waits and ceilings) at least once every 5 years (unless and 3 year period is specifically extended in writing by the Contracting Officer) and at any or walls and ceiling at least on the Lessor under this lease in good repair and tenantable condition. He shall repaint the interior lincluding but not limited to the under that painting at least one every 5 years of the period of period of period of period of the shall repaint the interior lincluding but not limited to the time that painting may be contracting of the same and make any necessary repairs thereto. Additionally, the Lessor shall designate maintenance repair. time that painting may become necessary as a result D supporter constant, for the purpose of so maintaining said premises and property. The same and make any necessary repairs thereto. Additionally, the Lessor shall designate maintenance repairs man for electrical emergencies for heating ventilating and air conditioning emergencies and other emergencies and other emergencies for heating ventilating and air conditioning emergencies and other emergencies for heating ventilating and air conditioning emergencies and other emergencies for heating ventilating and air conditioning emergencies and other emergencies for heating ventilating and air conditioning emergencies and other emergencies for heating ventilating and air conditioning emergencies and other emergencies for heating ventilating and air conditioning emergencies and other emergencies for heating ventilating and air conditioning emergencies and other emergencies for heating ventilating and air conditioning emergencies and other emergencies for heating ventilating and air conditioning emergencies and other emergencies for heating ventilating and air conditioning emergencies and other emergencies for heating ventilating and air conditioning emergencies and other emergencies and other emergencies for heating ventilating and air conditioning emergencies and other emergencies for heating ventilating and air conditioning emergencies and other emergencies for heating ventilating and air conditioning emergencies and other emergencies for heating ventilating and air conditioning emergencies and other emergencies for heating ventilating emergencies and emergencies and other emergencies and other emergencies for heating ventilating emergencies and emerg may at reasonable times enter and inspect the same and make any necessary repairs thereto. Additionally, the Lessor shall designate maintenance repairs in the event of an emergency situation involving maintenance of the lessor function and other emergencies. In the event of an emergency situation involving maintenance of the lessor function and the lessor function men, for electrical emergencies. for plumbing emergencies, for heating, ventilating and air conditioning emergencies and other emergencies ilwindows doors, locks, etc.) which may be called by the Postal Service in the event of an emergency situation involving maintenance of the leased property and/or a reasonable time. 10 adors, rocks, etc. // who may be called by the Postal Service in the event of an emergency situation involving maintenance of the lease in the event when the lesson of his adort cannot be contacted within a reasonable time. 107 states in a story condition, as determined by the Postal Service for the Postal Service of the states of the Postal Service for the Posta 60 ω<sub>2</sub> Purposes for which leased, the rent shall be abated in proportion of the area unavailable to the Postal Service by reason of such condition. Unit use does not include unsuitability arising from such causes as design, size, or location of the building or other portion of the leased premises. The such as design of the leased premises are the such as the such as the such as the distribution of the building or other portion of the leased premises. The such as the such as the distribution of the such as the such as the distribution of the such as the distribution of the such as the such as the distribution of the such as the distribution of the such as the such as the distribution of the such as th SGI The second notification of the second Testoration of the premises or any part thereof to a condition suitable for the purpose for which leased, the Postal Service 'may give the Lessor's which leased, the Postal Service 'may give the Lessor's written and commensurate with the nature of the work required 'A copy of any A restoration of the premises or any part thereof to a condition suitable for the purpose for which leased, the Postal Service may give the Lessor written a service shall be furnished by certified or registered mail to the Lessor's mortgage and assignee of the monies due or to become due under this lease anotice thereot, 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 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 for the mortgagee or the assignee of the mortgagee or the assignee on the assignee on the assignee on the heating on behalf of the lessor. such notice shall be furnished by certified or registered mail to the Lessor's mortgagee and assignee or the monies due or to become due under this reasonable names and addresses have been furnished to the Postal Service by the Lessor. If the Lessor for the mortgagee or the assignee on behalf of the resonable for the time specified in the written notice for any extension. whose names and addresses have been furnished to the Postal Service by the Lessor. If the Lessor for the mortgage or the assigned on behalf of the Lessor fails to prosecute the work with such diligence as with end of the Postal Service as with end of the Postal Service and within the time specified in the written notice for any extension of the Postal Service in the case of work required pursuant to paragraph (b), cancel the lease. The existence of the Postal Service's option to Fight to perform the work, by contract or otherwise, and witmold 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. The existence of the Postal Service's option to utilize the procedures prescribed in this exponentiate on relieve the Lessor of his affirmative obligation under subparagraph (a) of this offer discretion of the Postal Service in the case of work required pursuant to paragraph. (b), cancel the lease. The existence of the Postal Service's option to a subparagraph (c) does not relieve the Lessor of his affirmative obligation, under subparagraph (a) of this paragraph (b) of this paragraph (c) does not relieve the Lessor of his affirmative obligation, under subparagraph (a) of this paragraph (b) of this paragraph (c) does not relieve the Lessor of his affirmative obligation, under subparagraph (a) of this paragraph (c) does not relieve the Lessor of his affirmative obligation, under subparagraph (a) of this paragraph (c) does not relieve the Lessor of his affirmative obligation under subparagraph (c) of this paragraph (c) does not relieve the Lessor of his affirmative obligation under subparagraph (c) of this paragraph (c) does not relieve the Lessor of his affirmative obligation under subparagraph (c) of this paragraph (c) does not relieve the Lessor of his affirmative obligation under subparagraph (c) of this paragraph (c) does not relieve the lessor of his affirmative obligation under subparagraph (c) of this paragraph (c) of this paragraph (c) of this paragraph (c) of this paragraph (c) does not relieve the lessor of his affirmative obligation under subparagraph (c) of this paragraph (c) does not relieve the lessor of his affirmative obligation under subparagraph (c) of this paragraph (c) does not relieve the lessor of his affirmative obligation under subparagraph (c) does not relieve the lessor of his affirmative obligation under subparagraph (c) does not relieve the lessor of his affirmative obligation under subparagraph (c) does not his affirmative ob assutilize the procedures prescribed in this subparagraph (c) does not relieve the Lessor of his affirmative obligation, under subparagraph (a) of this para-graph [1] [0], maintain the demised premises in good repair and tenantable condition, nor of his affirmative obligation, under subparagraph (a) of this para-coaragraph 11) to out the premises in sort factor. Condition for the ourposes for which leased in the event that the premises or any part thereof become as paragraph. 11; 10, maintain, the demised premises in good repair and tenantable condition, nor of his attirmative obligation under subparagraph. (0) of the paragraph. 11; to put the premises in satisfactory condition for the purposes for which leased, in the event that the premises, or any part thereof, become and the premises of the purposes for which leased in the event that the premises, or any part thereof, become and the premises of the purposes for which leased in the event that the premises, or any part thereof, become and the premises of the purposes for which leased in the event that the premises of the purposes for which leased in the event that the premises, or any part thereof, become and the premises of the p A unfit for the purposes for which leased a technical participation A minimum une purposes for which leased is recentised by the countries of under an and the countries of any part time of sector and the provided by the food of th is an advanced in 100% per courrent of uncertainty 100% retrained in uncertainty advanced in the second advanced in the second retrained ret A stul 4 Laws member of for Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit attact of the state of the st 3. [Association of the following clause is applicable when the leased space is in a building occupied by lenants or concessionaires in addition to the Postal Service of the total rental under thiclease becaute C10 non ner user or at the cole election of the Postal Service of the total rental under this lease combin 13. The following clause is applicable when the leased space is in a building occupied by tenants or concessionaires in addition to the Postal space is and if, the total rental under this lease exceeds \$10,000 per year or at the sole electron of the Postal Service if the total rental under this lease is located sole electron of the building which the space covered by this leave is located exceeds \$10,000 per year or at the building which the space covered by this leave is located exceeds \$10,000 per year or at the building which the space covered by this leave is located exceeds \$10,000 per year or at the building which the space covered by this leave is located exceeds \$10,000 per year or at the building which the space covered by this leave is located exceeds \$10,000 per year or at the building which the space covered by this leave is located exceeds \$10,000 per year or at the building which the space covered by this leave is located exceeds \$10,000 per year or at the building which the space covered by this leave is located exceeds \$10,000 per year or at the building which the space covered by this leave is located exceeds \$10,000 per year or at the building which the space covered by this leave is located exceeds \$10,000 per year or at the building which the space covered by this leave is located exceeds \$10,000 per year or at the building which the space covered by this leave is located exceeds \$10,000 per year or at the building which the space covered by this leave is located exceeds \$10,000 per year or at the building which the space covered by this leave is located exceeds \$10,000 per year or at the building which the space covered by this leave is located exceeds \$10,000 per year or at the building which the space covered by this leave is located exceeds \$10,000 per year or at the space covered by the space covered seand, it, the total rental under this lease exceeds \$10,000 per year, or at the sole election of the Postal Service, it the total rental under this lease comoline and the total rental under this lease comoline (second second an enous et and the secondin annous to that that to be only in the production of the second of the s His frame post up up to the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in this ename musced by this lease is located to the building in which the space covered by this lease is located Some sensing in which are space covered by this lease is located. earch as an instance of the poster spar to be boucht as brand to be and a province of some bar burgers. Data to the poster integers and the burgers bar burg au partie team and the faster mail appendence base on possible as trained to have a stand of h

(b) The Lesson agrees that he will not discriminate by segregation or otherwise against any person or persons because or race, color, religion accommodations and activities provided thereby Antional and a convintion provided thereby.
(c) If it approach there is a convert of the convert of t to beg to be worked be to agree the set of the classification across the provisions of this clause shall constitute a material breach of this lease. In the even noncompliance, the Postal Service may take appropriate action to enforce compliance may terminate shir lease. If the even (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 remeties, as may be provided by law In the event of termination the lease shall be liable for all excess costs incurred by the Postal Service in acquiring the liable for all excess costs incurred by the Postal Service in acquiring the liable for all excess costs incurred by the Postal Service in acquiring the liable for all excess costs incurred by the Postal Service in acquiring the liable for all excess costs incurred by the Postal Service in acquiring the liable for all excess costs incurred by the Postal Service in acquiring the liable for all excess costs incurred by the Postal Service in acquiring the liable for all excess costs incurred by the Postal Service in acquiring the liable for all excess costs incurred by the Postal Service in acquiring the liable for all excess costs incurred by the Postal Service in acquiring the liable for all excess costs incurred by the Postal Service in acquiring the liable for all excess costs incurred by the Postal Service in acquiring the liable for all excess costs incurred by the Postal Service in acquiring the liable for all excess costs incurred by the Postal Service in acquiring the liable for all excess costs incurred by the Postal Service in acquiring the liable for all excess costs incurred by the Postal Service in acquiring the liable for all excess costs incurred by the postal Service in acquiring the liable for all excess costs incurred by the postal Service in acquiring the liable for all excess costs incurred by the postal Service in acquiring the liable for all excess costs incurred by the postal Service in acquiring the liable for all excess costs incurred by the postal Service in acquiring the postal Service in acquiring the postal Service in acquiring the postal Se of such noncompliance, the Postal Service may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other compliance, including but not limited to the cost of moving to such space/threaters as called unaccess costs incurred by the Postal Service in acquiring to such space/threaters as called unaccess costs incurred by the Postal Service in acquiring to such space/threaters as called unaccess costs incurred by the Postal Service in acquiring to such space/threaters as called unaccess costs incurred by the Postal Service in acquiring to such space/threaters are called unaccessed of the cost of the visual space of the service in acquiring to such space/threaters are called unaccessed of the cost of the visual space. at substitute space, including but not limited to the cost of moving to such space. 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It assume contractions of the United of the Cost of the visual of the states of all states of the cost of the visual of the states of the cost of the states of the states of the cost of the states of the states of the states of the states of the cost of the states of the stat and Others and Analysis and Analysis and Analysis Assess of all Analysis and and and and assessed and the terms of the foregoing provisions of this clause (with the terms "Lessor" and "lessor" appropriately modified) in every agreement or concession bursuant to which and derson other than the Lessor Operates or has the right of and the age and appropriately modified) in every agreement or concession bursuant to which any person other than the Lessor operates or has the right to operate any such accession active active any direct as a means of enforcing any such accession active active accession any such accession active active any direct as a means of enforcing any such accession active acti appropriately modified) in every agreement to concession bursuant 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 the agreement or concession. Facurity. 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 end agreement of concession. The movie of the winter so gave of second and so gaves the Doutrechou Differ Straig Louis and Contact and shall a shall be accessed and the second se

 But laws shall be sets to the Outron the Outron to the Outron to the Analy such how Owned.
 (a) Another Courts and the Products and Property of the Product destance of 6,500 square fact.) (B) If the wages, (1) All laborers and mechanics employed or working in the construction, modification, alteration, repair, painting, decore in, or other improvement of the building or space covered by this parement. or improvement at the site of such building or facility covered by this tion, or other improvement of the building or space covered by this agreement, or improvement at the site of such building or facility covered by this agreement for improvement at the site of such building or facility covered by this agreement for instruction, that it may be continuously used at an extensional sector building of accessing the sector building of the building of accessing the building of space in such condition that it may be continuously used at an extensional sector. tion, or other improvement of the building or space covered by this agreement, or improvement at the site of such building or facility covered by the egreement (other than maintenance work necessary to keep the building or space in such condition that it may be continuously used at an established constrainty and efficiency for its intended numbers) will be haid unconditionally and not less often than once a week, and without subcrutent deduction of the set of the set.

egreement (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), will be paid unconditionally and not less often than once a week, and without subsquent deduction of the second study and not less often than once a week, and without subsquent deduction of the second study and not less often than once a week, and without subsquent deduction of the second study and not less often than once a week, and without subsquent deduction of the second study and not less often than once a week, and without subsquent deduction of the second study and not less often than once a week, and without subsquent deduction of the second study and not less often than once a week. capacity and erriciency for its intended purposel, will be paid unconditionally and not less often than once a week, and without subsquent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR). Part 3)) the full amount of wanes and bone fide frime benefits for each envirolence thereof) due at time of payment computed at tates not less than repart on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFM Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less that those contained in the wane determination of the Secretary of Labor, which is attached hereto and made a part bereaf regardless of any contractual rart 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which is attached hereto and made a part hereof, regardless of any contractual relationship which is attached hereto and mechanics. Contributions made or costs reasonably anticipated those contained in the wage-determination 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 contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe henefits under service 1/bi/2) of the Davis Bachno Acr on behalf of laborers or mechanics are considered waves baid to such laborers relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of subparaoraph (a)(4) of this clause; also (remitian contributions made or costs incurred for more than a washing anticipated for more than a washing a section of the section of for bona fide fringe benefits under section 1(b)(2) of the Uavis Bacon Act on behalf of laborers or mechanics are considered wages baid to such laborers or mechanics, subject to the provisions of subparagraph (a)(4) of this clause; also fregular contributions made or costs incurred for more than a weekly benefit are deemed to be constructively are deemed to be constructively are deemed to be constructively and the constructively of the or mechanics, subject to the provisions of subparagraph (a)(4)or this clauser also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans; funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wate rate and frince benefit to the wate deterperiod (but not less often than quarterly) under plans, funds; or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work antically performed without renard to skill event as provided in paragraph (d) of this clause. Laborers or mechanics made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage deter-mination, for the classification of work actually performed, without regard to skill, except as provided in paragraph (d) of this clause. Laborers or mechanics for performing work in more than one classification may be commenced at the rate specified for each classification for the time actually worked therein. mination, for the classification of work actually performed, without regard to skill, except as provided in paragraph (d) of this clause. Laborers or mechan-ics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein? Provided that the employer's navroll records accurately soft forth the time spent in each classification in which work is performed. The wave ditermine The performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately soft forth the time spent in each classification in which work is performed. The wage determine PS Form 7449, February 1987

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tion (including any edditional classification and wage rates conformed under subparagraph (a)(4) of this clause) and the Davis-Bacon poster (WH-1321) tion (including any additione), classification and wage rates conformed under subparagraph (a)(4) of this clause) and the Davis-Bacon poster (WH-1321) and the Davis-Bacon poster (WH-1321) by the workers of the work in a prominent and accessible place where it can be easily seen (2) (A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wag determination and en on in a fact, weekin beinog shell appriate and the provide using the most of the state of the state provident of the week optimits and the week optimits of the week optimits (2) (A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the classified in conformance with the wage determination. The Contracting Officer shall approve and edditional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

teneroome sence way pointed to avail minimum to the classification requested is not performed by a classification in the wage determination; Sau 21) for full another of Nones and Fores (13) (fines penetrative cash a demanded strength of the strengt of the strength of the strength of

ispan durant accourt in texts and general decisions and second in the area by the construction industry; and the decision of the construction industry; and the decision of the construction industry; and the decision of the construction industry; and

advanted, (oper land unifilitedence were uncorrected to see internation of a second line benefits, bears a reasonable relationship to the wage rates contained of a second line of a second line benefits, bears a reasonable relationship to the wage rates contained of a second line of a second line benefits. ---- How of or price recently the proposed wage rate, including any bona rice ringe denents, in the wage determination is water (1) will report a signification of the ringe denents of the second states of the ringe denents of the ringe dene (B) If the Lessor and the Laborers and mechanics to be employed in the classification (if known), or their representatives, and the ia Maria dan sanat ingga panatanan naka na sa sapatan (B) If the Lessor and the Laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer lagree on the classification, and wage rate including the amount designated for fringe benefits where appropriate), a report of the Wass and Low Division Conducted Administration (If School and School

ection taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Weblandid C 20010 The Administrator or an authorized representative will approve modify or disposore every additional. action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administration of an authorized representative will approve, modify, or disapprove every additional transformation within 20 Journal of advise the Contracting Officer or will patify the Contracting Officer within the 30-Journal of advise the Contracting Officer or will patify the Contracting Officer within the 30-Journal of advise the Contracting Officer or will patify the Contracting Officer within the 30-Journal of advise the Contracting Officer or will patify the Contracting Officer within the 30-Journal of a set of the Department of Lebor, washington, D.C. 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer, or will notify the Contracting Officer within the 30-day Period that additional time is necessary proceeding to advise the contracting officer or will notify the Contracting Officer within the 30-day Period that additional time is necessary proceeding to advise the contracting officer or will notify the Contracting Officer within the 30-day Period that additional time is necessary proceeding to advise the contracting of the contracting (sound up for the sent the Lessor, the laborers or mechanics to be employed in the classification or their representatives, and the Contraction ing Officer do not agree on the proposed classification and wage rate (including the amount designated for tringe benefits, where appropriate), the Con-

ing Uttricer do not agree on the proposed classification and wage rate uncluding the anount designated for tringe benefits, where appropriate), the Con-tracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Admintracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise these istrator, for, determination at the Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary. It is not so advise the de ancy isouchusphere tate (institution friend banefile theoretice theoretice) devices and contracting of the solution of the solu (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(B) or (a)(2)(c) of this

clause, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification est de parioral priva at fundating of by refusing to former the such perior at parties froms. Some defound the one at services gradies

canonal builds at an addund on the contract for a class of laborers or mechanics includes a fringe benefit which is not (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a tringe benefit which is not a provide the second state of the second state o (a) See and in the states include, mean scales many states and a case of a property state of a property of a pr in an brisous brogiles of sets some wig (4) If the Lessor does not make payments to a trustee or other, third person, the Lessor may consider as part of the wages of any laborer

(4) If the Lesson does not make payments to a trustee or other, third person, the Lesson may consider as part of the wages of any isotrer, or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of the secretary of the providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of the providence of the David Back and the back may the secretary of the providence of the David Back and the back may the secretary of the providence of the David Back and the back may the secretary of the providence of the David Back and the back may the secretary of the providence of the David Back and the back may the secretary of the providence of the David Back and the back may the secretary of the providence of the providence of the David Back and the back may the secretary of the providence of the providenc or mechanic the amount of any costs reasonably anticipated in providing bona lide tringe benefits under a plan or program, riverveu, viai lite occurrent that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labornian and requires the literation of obligations finder the plan or program. of Labor has found, upon the written request of the Lessor that the applicable standards of the Davis-Bacon Act nave been met. The becretary of Labor may require the Lessor to set aside in a separate account assets for the meeting of obligations under the plan or program. 12 12 Bit following contracting Officer shall upon his or her own action or upon written request of an authorized representative of the method or naise to be withheld from the lessor under this anreament or the lesse or any other Federal contract with the Lessor. Department of Labor, withhold or cause to be withheld from the Lessor under this agreement or the lesse or any other Federal contract with the Lessor in the second provide the second p Department of the lease of any other regeral contract with the Lesson prevailing wage requirements, which is held by the Lessor, so much of the accured pay-

or any other rederany-assisted contract subject to usive become prevailing wage requirements, which is nero by the Lessor, so much or the accuruly pay-ments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Lessor

ments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and neipers, employed by the Lessor or any subcontractor the full amount of Wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, or trainees or below semployed or unrying in the construction modification are painting, decoration, or other improvement of the building. or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, or helper, employed or working in the construction, modification, alteration, repair, painting, decoration, or other improvement of the building or facility covered by this agreement, or improvement at the site of such building or facility covered by this agreement, other than maintenance work a trainee, or helper, employed or working in the construction, modification, alteration, repair, painting, decoration, or other improvement or the building or space covered by this agreement. Or the building of tacility covered by this agreement (other than maintenance work a space covered by this agreement (other than maintenance work a space covered by this agreement (other than maintenance work a space covered by this agreement (other than maintenance work a space covered by this agreement (other than maintenance work a space covered by this agreement (other than maintenance work a space covered by this agreement (other than maintenance work a space covered by this agreement (other than maintenance work a space covered by the continuous of or space covered by this agreement, or improvement at the site of such building or facility covered by this agreement (other than maintenance work a necessary, to keep the building or space in such condition that it may be contract, used at an established capacity and efficiency for its intended in any site of the based to the contract, the bostal Carupatity of the used witten notice to the Lassor take such action as may be necessary. necessary to keep the building or space in such condition that it may be continuously used at an established capacity and enciency for its intended of purpose), all or part of the wages required by the contract, the Postal Service may, after written notice to the Lessor take such action as may be necessary to cause the evenencion of any further neument carbance of funde until such violations have ceased. purpose, all or part or the wages required by the contract; the Postal Service may, after written notice to the Lessor take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

se the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

f(c) Payrolls and basic records (1) Payrolls and basic records relating thereto shall be maintained by the Lessor during the course of the work of the veals thereafter for all taborers and mechanics working in the construction, modification, alteration, repair, painting the covered by this agreement, or improvement at the site of such building or space covered by this agreement, or improvement at the site of such building or facility covered by encourses were ton a period of three years' thereafter for an adorers and mechanics working in the construction, modification, alteration, repair, painting, decoration, or other improvement of the building or space covered by this agreement, or improvement at the site of such building or facility covered by this agreement, or improvement at the site of such building or facility covered by the building or space in such condition that it may be continuously tited at an erran. decoration, or other improvement of the building or space covered by this agreement, or improvement at the site of such building or facility covered by this agreement, or improvement at the site of such building or facility covered by this agreement, or improvement at the site of such building or facility covered by this building or space in such condition, that it may be continuously used at an estable lished capacity and efficiency for its intended purpose). Such records shall contain the name, address, and social security number of each such worker, " Instagreement (other than maintenance work necessary to keep the building or space in such condition that it may be continuously used at an estab-lished capacity and efficiency for its intended purpose) such records shall contain the name, address, and social security number of each such worker, a his or her correct clarification bourly rate of wants haid lineluding rates of contributions or ones anticipated for bona fide frince benefits or cash Instead capacity and enticiency for its intended purpose). Such records shall contain the name, address, and social security number or each such worker, his or her correct classification, hourly rates of wages paid lincluding rates of contributions or costs anticipated for bona fide fringe benefits or cash ns on ner correct classification, nourly rates or wages paid uncluding rates of contributions or costs anticipated for bona rice tringe concerts or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and anticipated Whanever's to Convertant (of 1 shore has found tinder 20 CED is 5(a)(1)(u) that the usage of any laborary methanic tended and equivalents thereof of the types described in section 1101/2/(0) of the Uavis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the anount of any costs reasonably anticipated in providing benefits under a plan of program described in section 1(b)(2)(B) of the Davis Bacon Act, the Lessor shall or any costs reasonably anticipated in providing penetits upor a plan or program described in section (10/14/10/10) for the Davis-Decon ALC, the Letsor share maintain records which show that the commitment to provide such benefits is enforceable; that the plan or program is financially responsible, and that the plan or program had been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual maintain records which show that the communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual the plan or program has been communicated in writing to the laborers or mechanics attected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the approximation of the apprentices and trainees or trainees or trainees under approved programs shall maintain written evidence of the

Costincurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of rapprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage a such programs and the ratios and wage and such programs and the ratios and wage and programs and programs and the ratios and wage and programs and programs and the ratios and wage and programs and Officer, The payrolls submitted shall set out acouracity and completely all of the information required to be maintained under §5.5 (a)(3)(i) of Regulations 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be ourchased

Unicer, the payrolis submittee shall set out accurately and completely all of the intomation required to be maintained under No. 5 tartority of negula-tions, 29 (CFR) part 5. This information may be submitted in any form desired. Optional Form WH:347 is available for this purpose and may be purchased from the submittee of Photomatics (Paderal Stock Number 020.005.00014.1). If S Coversment Printing Office Washington Office Washington Office Washington Office Washington Office Washington tions, 29 UTT Fart 5. This information may be submitted in any rorm desired, Optional.com with 997 is available for this purpose and may de purchased from the Superintendent of Documents ( particle all Stock, Number, 029,005,00014:1). U.S. (Government, Printing Office, Washington, O.C. 20402, The Cessor is responsible for the submission of copies of payrolis by all subcontractors, echo is changes is formed accurate to the submission of copies of payrolis by all subcontractors, echo is changes is formed accurate to the submission of copies of payrolis by all subcontractors, echo is changes is formed accurate to the submission of copies of payrolis by all subcontractors accurate to the submission of copies of payrolis by all subcontractors accurate to the submission of copies of payrolis by all subcontractors accurate to the submission of copies of payrolis by all subcontractors accurate to the submission of copies of payrolis by all subcontractors accurate to the submission of the PS Form 7449. February 1987 Keno, OR 97027-9998 - Main Postal Packitty

(g) Contract termination: deberment: A breach of this clause or of the clause entitled ::Contract Work Hours and Safety Standards Act 140. U.S.C. 327-3321 --- Overtime: Timey be grounds for commination of the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in the agreement and for debarment as a contractor and a subcontractor as provided in t Unde clause in any lower ner subcontract. The term "Losson" at used in these providing is any subcontract shall be clamed to reserve the subcontract. unize closes in sur lower net approximately present the provide structure instants and sur subject to instants for the providence of the Davis-Bacon and Related Acts contained, a surplicance with Davis-Bacon and Related Acts contained, a in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this agreement.

en (i) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this agreement shall, not be subject to the Claims and Disputes clause of this agreement. Such disputes shall 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. The homes we have the contraction we have been contracted we have been appreciated we have been appreciated and the contraction of the contracti

(j) Certification of Eligibility: (1) By entering into this agreement, the Lessor certifies that neither it (nor he or she) nor any person or firm, who has an interest in the Lessor's firm is a person or firm ineligible to be awarded. Government contracts by virtue of section 3(a) of the Davis Bacom; Act or 29 CFR 5.12(a)(1). Support of the davis and the davis and the davis available to the available to be awarded for the davis and the davis action and the davis are the davis the dav res or nonstallin. Restored program stall be baid not tea than the applicable week tale on the week duration of the week activity of the applicable in the appli-

(or (De (2) "No part of this contract shall be subcontracted to any person or firm, ineligible, for award of a Government contract by virtue of the of the contract of a covernment contract by virtue of the subcontract of a covernment contract by virtue of the covernment covernment contract by virtue of the covernment section'3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1). The subject of the parameter of the transmission of the section of t

District (3) "The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. at the solution of the sense and a true government of the band to a product of the sense and a true government of the band to a product of the sense and the 15% Contract Work Hours and Safety Standards Act. (40 U.S.C. 327-322) - Overtime, etc. of the trades and the business and the model of the trades of the business and the business of the busi thes pr(9) : Overtime requirements

These De (a) If Overtime requirements. The providence of the work under this agreement which may require or involve the employment of the work under this agreement which may require or involve the employment of of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in a excess of forty hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. He au scentrapis to result a second

(b) Violation; liability for unpaid wages; liquidated damages, by the same between a second as a second and be second a second and be second as a second and be second as a second and be second as a (D) Violation, inspirity for universe wages, incurates devices the provision set forth in perspirate (a) of this clause; the Lessor and any subcontractor responsible devices of the provision set forth in perspirate (a) of this clause; the Lessor and any subcontractor responsible devices of the provision set forth in perspirate (a) of this clause; the Lessor and any subcontractor responsible devices of the provision set forth in perspirate (a) of this clause; the Lessor and any subcontractor responsible devices of the provision set forth in perspirate (a) of this clause; the Lessor and any subcontractor responsible devices of the provision set forth in perspirate (a) of this clause; the Lessor and any subcontractor responsible devices of the provision set for t damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in 2 violation of the provision set forth in pergraph (a) of this clause, in the sum of \$10, for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the provision set forth in the persgraph (a) of this clause.

ratio permitted forein the registaned program analy he paid doc less than the applicable-strain rate on the varia deferrance and the varia extindly (2) Octuating (1997) The function of the second balance and the second balance of the second b of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed of

by the Lesson or subcontractor under this agreement or the lesse or any other Federal contract with the Lesson or any other Federally assisted contract? subject to the Contract Work Hours and Safety, Standards, Act, which is held by the Lessor, such sums as may be determined to be necessary to satisfy any liabilities of such Lessor or subcontractor, for unpaid wages and liquidated damages as provided in the provison set forth in paragraph (b) of this <sup>22</sup> clause. Ch.La201, Sophexment and Treiming Administration, Purgen of Apprendicable and Treame, to write a state demonstration Assocy responsed in

of races composition and therein virtual and an analysis and a point for subcontractor of the rest of the rest of the subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of Y this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The term "Lessor" as used in these provisions in any subcontract shall be deemed to refer to the subcontractor. The Lessor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this section. It are a sector sector is an end of the sector of an end of the sector o

Schle (e) "Records. The Lesson of subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve a automotive on the section of the work and shall maintain payrolls and basic payroll records during the course of the work and shall preserve a automotive on the maintain to the section of the work and shall preserve a section of the work and section of the work and shall preserve a section of the work and section of th them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made; and actual wages paid. The records to be maintained under this paragraph shall be made available by the Lessor or subcontractor for inspection, copying, or transcription by authorized representatives of the Postal Service and the Department of Labor, and the Lessor or subcontractor, will permit such representatives to interview employees during working hours on the job state in

To the extent this agreement is for construction, alteration, and/or repairs, the Lessor shall (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 work place safety to the extent they are not in conflict with (ii); 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 shall 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 shall be deemed to refer to the subcontraction. Subcontract Provisions

CFM Part 5 and that such information is correct and completing e Lessor agrees to insert Glauses 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.

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(B) Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Lassor or subcontractor or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: The result (Second and the payrol) period contains the information required to be maintained under \$5.5(a)(3)(i) of Regula-OTH! cia Di lover (ict. 1) & istor tions, 29 CFR Part 5 and that such information is correct and complete; (ii) That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll UII I nat each laborer or mechanic lincluding each neiper, apprentice and trainee) employed on the contract during the payroll of indirectly from the full weges earned, without rebate, either directly or indirectly, and that no deductions have been made either directly of indirectly from the full weges earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3; 10:51 01.1 2 Sectoreuros: 101 Energy Constructions to project the health obdizative of lations in regulations; 29 CFH Part 3; -2 Sectoreuros: 101 Energy Constructions to project the health obdizative of lations for the public obdiversity and the projection does a sectoreuros: 101 Energy CHH Part 3; -14.1 and an areas more stress from the protect the manner of the second stress than the applicable wage rates and fringe benefits of cash equivalents \$166 for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. stitut To the extent the spreament is for contractions and concerning wate determination incorborated into the contract to the contract of the second spreament in a shell come wate determination incorborated into the contract. (C) The weekly submission of a property executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (c)(2)(B) of this clause. (D), The falsification of any, of the above certifications may subject the Lessor or subcontractor to civil or criminal prosecution under win Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code in shipping a characteristic to care of criminal prosecure 1.13 aunder di höurs werked, deductions meds, and seruar wors rand. The recents to be memory and the production sholl be bs. dou's and work and our of sources were a section shall make, the records required under subparagraph (c)(1) of this clause available for inspection, copying 2.01 Or transcription by authorized representatives of the Contracting Officer or the Department of Labor, and shall permit such representatives to interview or transcription or authorized representatives of the Contracting Officer or the Department or Labor, and shall permit such representatives to interview employees during working hours on the job. If the Lessor or subcontractor fails to submit the required records or to make them available, the Postal Service may, after written notice to the Lessor, take such action as may be necessary to cause the suspension of any further payment, advance, or guaran-414 tee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action purisant to 29 CFR 5.12 decomposition states and the supromination of the famous and recording to the supromination of the suprominatio 104 (d) Apprentices and Trainees. (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they bio 2101:2 10 .30 าอก performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the 213 Bureau or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not 30. individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where éne appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft Dλ classification shall not be greater than the ratio permitted to the Lessor as to the entire work force under the registered program. Any worker listed on a 01 payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above; shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Lessor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates tormed, where a Lessor is performing construction on a project in a locality other than that in which its program is registered, the ratios and waye rates (expressed in percentages of the journeyman's hourly rate) specified in the Lessor's or subcontractor's registered program shall be observed. Every apprentice to the apprentice of the construction of the constru hà ns. tice must be paid at not less than the registered program for the apprentice's level of program shall be observed. Every appren-tournavmen housing and the paid in the registered program for the apprentice's level of progress, expressed as a percentage of the Journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the Nic C9 apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice the classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Lessor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program, the Lessor will no of back for all points water of the test of test of the test of bt bar to sel contraction to extend to the stand of the stand of the stand table at a particular of a late up fast the stand of our part close the particular of the stand of 12.9 performed unless they are employed pursuant to and individually registered in a program which has received prior approval evidenced by formal certification by the U.S. Department of Labor. Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration, withdraws approval of a training program, the Lesson will no longer be permitted to utilize trainees at less (than the applicable predetermined rate for the work performed until an acceptable program, the Lesson will no longer be permitted to utilize trainees at (i) Contribution of Elevel 44. (i) Exceptable program is approved. (3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with Che equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30. by reference in this contract. Allow zoouquer Disenses much of comply with the requirements of 29 CFR Part 3, which are incorporated O CE IS B<sup>21</sup> (1) Subcontracts. The Lesser of subcontractor shall insert in any subcontracts the provisions contained in paragraphs (a) through (j) of this clause and such other provisions as the Postal Service may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The term "Lessor" as used in these provisions in any subcontract shall be deemed to refer to the subcontrac-Citor- The Lessor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions in this clause and with (a) Courses is the provision of the clause entitled "Contract Work Hours and Safety Standards Act (40 U.S.C. 327.332) Or time "Piret's contract with all the provisions in the clause entitled "Contract Work Hours and Safety Standards Act (40 U.S.C. 327.332) Or time." Piret's contract with all the provisions in the clause entitled "Contract Work Hours and Safety Standards Act (40 U.S.C. 327.332) Or time." Piret's contract with all the provisions in the clause entitled "Contract Work Hours and Safety Standards Act (40 U.S.C. 327.332).

PS Form 7449, February 1987 Main Postal Facility

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## 18.: Assignment of Contract and Claims (May 1972)



(a) Except as otherwise provided below, neither this contract nor any interest in or claims for monies due or to become due under this contract, may be transferred or assigned by the Lessor to any other party.

(b) If this contract provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Lessor from the Postal Service under this contract, 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 contract 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 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 contract; and (iii) the disbursing officer, if any, designated in this contract to make payment, and the Contracting Officer has acknowledged the assignment in writing:

(c) The Postal Service may at its discretion recognize a transfer of this contract incidental to the transfer of all of the Lessor's assets or all that part of the Lessor's assets involved in the performance of this contract.

(d) Assignment of this contract or any interest in or claims for moneys due or to become due under this contract other than in accordance with the provisions of this clause shall be grounds for annulment of this contract at the option of the Postal Service. The rights and remedies of the Postal Service under this clause are not exclusive and shall be in addition to any other rights and remedies provided at law or under this contract.

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, Mortgagee's Agreement.

20 Claims and Disputes (May 1983).

(a) This contract is subject to the Contract Disputes Act of 1978 (P.L. 95-563, 41 USC 601-613).

(b) All disputes arising under or relating to this contract shall be resolved under this clause. References to a Disputes clause in other clauses of this contract shall be understood to be references to this Claims and Disputes clause.

(c) (i) "Claim," as used in this clause, means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim under the Act.

(b) Paragraph. 20. Maintenance Pider. DS. Porm. 24 (9-F., March 1985, Page 12 of 14.
 (c) Paragraph. 30. Friable Asbestos Clause (Rider), PS Form 7400-F. Page 13 of 14.

(p) b91.91.1919 (3) W910140351200 D1422 0000 the Lessor shall submit with the claim a certification that: (i) the claim is made in good faith; (ii) (d) For Lessor claims of more than \$50,000, the Lessor's knowledge and belief; and (iii) the amount requested accurately reflects the construction data are accurate and complete to the best of the Lessor's knowledge and belief; and (iii) the amount requested accurately reflects the construction data are accurate and complete to the best of the Lessor's knowledge and belief; and (iii) the amount requested accurately reflects the construction data are accurate and complete to the best of the Lessor's flable. If the Lessor is an individual, the certification shall be executed by that individual. If the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor's plant or location involved; or by an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs. Claims less than \$50,000 or or be certified.

(e) Any claim which is not disposed of by agreement shall be decided by the Contracting Officer who shall issue a decision in writing and shall mail or otherwise furnish a copy of the decision to the Lessor. For Lessor claims over \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made. For Lessor claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. The Contracting Officer's decision shall be final and conclusive and not subject to review by any forum, tribunal, or government agency unless:

(i) The Lessor appeals such decision to the Postal Service Board of Contract Appeals within 90 days after the date the Lessor receives the Contracting Officer's final decision; or

(ii) The Lessor brings an action directly on the claim in the United States Claims Court within 12 months after the date the Lessor receives the Contracting Officer's final decision.  $\Pi(p)$   $\Im(q)$ 

(1) The authority of the Contracting Officer under the Act does not extend to claims or disputes which other agencies are expressly authorized by status or regulation to decide.

(g) The Postal Service shall pay interest on the amount found due on a Lessor's claim from the date the Contracting Officer receives the claim (properly certified, if required, in accordance with d, above), or from the date payment would otherwise be due, if that date is later, until the date of payment. Simple interest will be paid at the rate, established by the Secretary of the Treasury, which is applicable when the Contracting Officer receives in the claim and then at the rate fixed by the Secretary for each successive six-month period in which the claim is pending.

apol of m(h), Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the contract, the Lessor the spect of multiplicate decision.

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PS Form 7449, February 1987

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(c) Paragraph 30, Friable Asbestos Clause (Rider), PS Form 7400-F, Page 13 of 14. submasjon is subroquicity out seted upod in a secondlis titre, as disputed sither as to fidelity or smooth, if they as contain (ii) A sension invoice, or require for furtiential and in acting small surpliced is not a claim index model, manager surger

(a) Paragraph 28, Reimbursement of Paid Taxes Rider, PS Form 7419-C, Sept. 1986 respectively uses Page : 11: of c14 stars to operant of the result respected and parts, and this the emonal respected parts of respect the [d]. For Lessor shains of note than \$50,000, the Lessor shall submit with the claim a serul fighter that for the claims of some they in point link. (b) Paragraph 29, Maintenance Rider, PS Form 7449-F, March 1986, Page 12 of 14.

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center if (c) un Paragraphs [11(a); 11(b) and 11(c).

pA trainy of understand in decises. (b) In Paragraphs, 10(a) mand, 10(b) and ver they us extruct to them of definition works of the constraint entropy

22. The following paragraphs were deleted before execution: sheepsive start, only beyon to value, the scale is constant porment. Simple insume will be pold at the rore, geodingness by the Schreiser of the Treasury, where sy successive when the Universities Officer read (proper life) affilies, if required, in eccolorize with it showly of from the care nayment would streams to one, if doet date o later, unit the date (a) <sup>10</sup>Paragraphs 5(e) and 5(f).

Disputes arising out of the labor standards provisions of this contract shall not be subject to the Claims and Disputes clause of this contract Such disputes shall 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 Lesson (or any of the Lessor's subcontractors) and the contracting agency, the U.S. Department of Lebor, or the employees on their representatives in takes added broghul the association of a great of the st

<u>08 97627-9998 - Blain Postal Decitati</u> 21. Disputes Concerning Labor Standards

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Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Merch 1980) (This clause is applicable only, if the total amount of this contract exceeds \$10,000.)

(a) The Lessor will not discriminate egainst any employee or applicant for employment because he or she is a disabled veteran or vetera the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Lessor egrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as the following: 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 Lessor agrees that all suitable employment openings of the Lessor which exist at the time of the execution of this contract and those

which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Lessor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Lessor further agrees to provide such reports to

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Lessor from any requirements in Executive Orders or regula-

(d) Whenever the Lessor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system each State where it has establishments of the name and location of each hiring location in the State. As long as the Lessor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of the subsequent contracts. The Lessor may advise

he beilding in which the leased space is situated. At Cassor's own expense, to obtain all bedrach brining and request inter-The (e) of this clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

Applicable Codes and Ordinances 73 (f) The provisions of paragraphs (b), (c), and (d) of this clause do not apply to openings which the Lessor proposes to fill from within his

teadown organization or to fill pursuant to a customary and traditional employer-union bring arrangement. This exclusion does not apply to a particular stand of the owner of the second of the seco 

subjox and spran(1) of "All suitable employment openings" includes but is not limited to, openings which occur in the following job categories: production autoion and generative, plant and office; laborers and mechanics; supervisory and nonsupervisory; 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 3 days duration, and part-time employment. It does not include openings which the Lessor proposes to fill from within his own organization or to that 3 days duration, and particular and traditional employer-union hiring arrangement nor openings in an educational institution, which are restricted to the students of that institution: Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations pA jwhere the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the require

An (p criper tabring (2), a "Appropriate office: of the State employment service system" 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, including the District of Columbia tion Act of 1973, as smeaded (the Act)

(b) The Cestor sures to comply with the rules repulsions, and released arrais of the Secretary of Calor must parametering the Relativity.

(3) "Openings which the Lessor proposes to fill from within his own organization" means employment openings for which no considera on tion will be given to persons outside the Lessor's organization 'lincluding any affiliates, subsidiaries, and the parent openings for which no considered uselings which the lessor proposes to fill from regularly established "recall" lists there is a subsidiaries, and the parent companies) and includes any open anployment, site otherwist treat grabited handeninged hidividest vitituit distributed by desed soon mer plays or premai and each are shopped and the state of the autio) uncur, sing opposing the transformed and uncored and uncored and uncored and traditional employer-union hiring arrangement," means approximate and traditional employer-union hiring arrangement," means and bestfor (177 Au Openings which the Lessor' proposes' to fill from Union halls, which is part of the customary and traditional hiring relationship which

(h) The Lessor 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. (the Act). such Japo)

List druge (i) all in the event of the Lessor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance rewith the rules regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act. Clinic for noncompliance may be taken in accordance is a contract of the Act. Clinic of the Secretary of Labor issued pursuant to the Act. Clinic of the Secretary of Labor issued pursuant to the Act. Clinic of the Secretary of Labor issued pursuant to the Act. Clinic of the Secretary of Labor issued pursuant to the Act. Clinic of the Secretary of Labor issued pursuant to the Act. Clinic of the Secretary of the Secretary of Labor issued pursuant to the Act. Clinic of the Secretary of the Secretary of the Secretary of Labor issued pursuant to the Act. Clinic of the Secretary of

and on ansate of the processor agrees to post-in/conspicious places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notice shall state the Lessor's obligation under the law to take affirmative action es:10, employ, and advance in employment qualified disabled veterans and veterand veterand in veterand in the law to take affirmative action nuemployees. The first fue factor is pointed by the total of the veterand veterand in veterand is the veterand of the veterand in the rights of applicants and nuemployees. The first fue factor is pointed by the total of the veterand in a veterand veterand of the veterand (8) The Lanor will notify such labor union of representing or more rearing which it has a collective bargining screement of other portuge

Keno, OR 97627-9998 - Main Postal Facility

PS Form 7449, February 1987

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Keno, OR 97627-9998 - Main-Postal-Facility

PS Form 7449, February 1987

25. Attinuation Action for Distance Versions and Versions billing Version, the (March 1980)

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Interpretation block (choose output and the Alicius Instance). The Lessory as parts of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated. At Lessor's own expense, to obtain all necessary permits and related items. ourreie of the Sources, the District

The provisions of parameters (b). Instantial action to unon-compliance: Celumbia, Pherro Rice, Guam, and the Virsin Namby

(1) The Lessor will, include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, In the Lessor will include the provisions of this clause in every subcontract or purchase order of \$4,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or requisitions, or orders or the Secretary issued pursuant to Section bus of the Act, so that such provisions will be binding upon each subcomfactor or purchass order is the Director of the Office of Federal Contract Compliance or

obs.(e). The Lessor will notify leach labor union or representative or workers with which it has a collective bargeining spreament or other contract in understanding, that the Lessor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to the

tues (d) The Lessor agrees to post in conspicuous places, svailable to employees and applicants for employment, notices in a form to be prescribed of by the Director, OFCCP, provided by or through the Contracting Officer. Such notices shall state the Lessor's obligation under the law to take affirms by the Director, Occur, Provided by or through the Contracting Unicer. Such notices shall state the Lessor's congetion under the law to take all the second state and applicants for employment, and the rights of applicants and a solution and applicants are the construction and the rights of applicants and applicants for employment, and the rights of applicants and a then 3 day duration, and participal employingst. It does not include to configs which the secon high-second in item entities for entities of an entities of the transmission of theu 3 gold galances and balances exploiteded is goes by such a cheville and the result blob and the floor which and the second state of the secon

Group backto Bico' sup the Altore Innora-auth (c). In the event of the Lessor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance nor with rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

emprovment, and otherwise treat quarried nanoicapped individuals without discrimination based upon their physical or mental nanoicap in all emprov-ment, practices, such as, the following: employment, upgrading, demotion or 'transfer, recruitment, edvertising, layoff or termination, rates of paylor of other, forms of compensation, and selection for training, including apprenticeship." (3) One pas which the Length Produces to add the stand stand of the stand of the stand of the stand of the stand stand of the stand of (a) Obsolves comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilities tion Act of 1973, as amended (the Act). Guem, Poerto Hico, and the Virgin Islands-

(This clause is applicable only if the total amount of this contract exceeds \$2,500.) exists botween she Lessor and topresentatives of this embloyees ansis convertige report and nonconstructions of the construction of applicant for employment because of physical or mental handicep in regard Euclisition for, which the employee or applicant for employment is qualified. The Lesson agrees to take affirmative action to employ, advance in to any position for, which the amployee or applicant for employment is quantied. The Lessor agrees to take antimative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employ.

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 (I) (I) The Lesson will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules. W (1) Ing Lesson will anciude the provisions of this clause in every subcontract or purchase order or \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor, are Lesson will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs The terral success to comply tyles the rules indefindent and records many of the success of the function of the success of the

(k) The Lessor will notify each labor union or representative or workers with which it has a collective bergaining agreement or other contract Its The Lessor will notify each labor union or representative or workers with which it has a collective bergelining egreement or other contract understanding, that the Lessor is bound by the terms of the Vietnam. Era Veterans Readjustment Assistance Act, and is committed to take affirmative is ection to employ and advance in employment qualified disabled veterans and veterans Readjustment Assistance Act, and is committed to take affirmative for ection to employ, and advance in employment qualified disabled veterans and veterans of the Vietnam era.

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Paragraph\_

# REIMBURSEMENT OF PAID TAXES RIDER

(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 the lease. The lessor must pay the general real estate taxes covered herein before any fine, penalty, interest, or cost may be imposed for nonpayment, at such time and manner and amount as to obtain any discount allowed by the taxing authority. If the lessor fails to make timely payment, the Postal Service will reimburse the lessor only for the amount originally assessed. 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 assessments and fees of every kind and nature other than general

real estate taxes without reimbursement by the Postal Service. In no event shall assessments, "special assessments," or like charges be 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

(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 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 shall 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. (g)

- days from the receipt thereof by the lessor to:
- Such notices and tax bills shall be delivered or mailed within three

14751

- Manager, Real Estate Branch

Kent Facilities Service Office, USPS P. O. Box 2000, Kent, WA 98035-2000 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 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 idemnify 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. (c) In the event the lessor fails to pay the general real estate tax bills

within a timely period from the date of receipt thereof by lessor and such failure results in the addition of any fine, penalty, interest, of 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. The Postal Service will be liable only for payment of the net taxes less such discount

as would have been allowed for prompt payment.

(1) As the payer of the general real estate taxes, the Postal Service is entilled 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 seneral 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 shall 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 shall promptly make and file such application and upon receipt of such refund or remis-It is understood and agreed that the terms and conditions of this Tax Clause Rider sion, forward it within ten (10) days to the Postal Service. The Postal are only applicable if the premises leased to the postal Service as described on Service shall reserve the right to offset refund and remission payments are only applicable if the premises leased to the rostal bervice as describe Page 1 are assessed and taxed separately. In the event there is a combined accosement and taxation of said promises with other property this Dider sha not so forwarded, against rental or other payments due the lessor. rage 1 are assessed and taxed separatery. If the event there is a computer assessment and taxation of said premises with other property, this Rider shall be

Page 11 of 14

PS Form 7419-C. September 1986

Keno, OR 97627-9998 - Main Postal Facility

## 1 27/54



## 29 Paragraph .

## MAINTENANCE RIDER

(a) The term "demised premises" as used in this section includes the premises themselves, the improvements and appurtenances to such premises, all equipment and fixtures furnished, or to be furnished, by the Lessor under this lease, and all common or joint use areas that are part of this lease.

(b) The Postal Service is responsible for ordinary repairs to, and maintenance of, the demised premises except for those repairs that are specifically made the responsibility of the Lessor in this lease. The Postal Service's responsibilities as stated herein will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises in proper condition.

(c) The Lessor is responsible for:

- (1) Repairs to all common or joint use areas that may be included as part of this lease agreement;
- (2) All structural repairs to the demised premises. The term "structural repairs" as used in this subsection is limited to the foundation, bearing walls, floors (not including floor covering), column supports, and all parts of the roof system (including, but not limited to, roof covering, flashing, and insulation);
- (3) Repairs resulting from Acts of God cr.of a public enemy:
- (4) Repairs resulting from defects in building construction or installation of equipment, fixtures, or appurtenances furnished by the Lessor;
- (5) Repairs resulting from fire or other casualties, unless such casualties were caused by the acts or
- negligence of employees or agents of the Postal Service; and
- (6) Any ordinary repairs by the Postal Service which were made necessary by the failure of any element for which the Lessor is responsible.

(7) All fuel storage tanks and related piping systems. (d) When the need arises for repairs which are the responsibility of the Lessor, the Postal Service will (except in emergencies) give the Lessor/written notice of the needed repair and will specify a reasonable deadline for completion of the work. A copy of such notice will also be sent by certified or registered mail to Lessor's mortgagee and assignee of monies due or to become due pursuant to this lease. These names will have been furnished to the Postal Service by the Lessor. If none of these parties (Lessor, mortgagee, or assignee) proceed with the work with such diligence so as to ensure completion within the time specified in the notice (or any extension thereof granted at the sole discretion of the Postal Service) or actually fails to complete the work within said time, the Postal Service has the right to perform the work, by contract or otherwise, and withhold the cost of such work from payments due under this lease. Alternatively, the Postal Service may, at its sole discretion, 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. (e) Notwithstanding the provisions contained hereinberore, if the premises be destroyed by fire or other casualty, the Postal Service may terminate

\*(If applies) (f) This Rider shall become effective one (1) year after the effective date of the lease. Until that time, the owner herein shall be responsible for

(g) The lessor shall provide the Postal Service with all warranties and guarantees for equipment or construction for which the Postal Service assumes maintenance responsibility. Page 12 of 14

PS Form 7440-F March 1986Keno, OR 97627-9998 - Main Office



## ATTACHMENT "A" (Easement Legal Description) Keno, OR 97627-9998 Main Postal Facility

An easement for ingress and egress over and across the following property: Beginning at a point 660 feet South if the South line of Highway 66 on the Range line between Ranges 7 and 8 of the Willamette Meridian; thence West at right angles to said Range line 198 feet to the true point of beginning of the tract to be herein described; thence North and parallel with said Range line 660 feet, more or less, to a point on the South line of Highway 66; thence Westerly along the South line of said Highway to a point 16 feet distant when measured at right angles to the East line of the herein described tract; thence South and 16 feet distant from the said East line to a point of intersection of said line with a line running at right angles to and 660 feet South of Highway 66 when measured along the Range line between said Ranges 7 and 8; thence East 16 feet to the true point of beginning, being in Section 1, Township 40 South, Range 7 East of the Willamette Meridian.

E.

4.9/55 It is expressly understood between the parties hereto that the terms and conditions of the Agreement to Lease executed by and accepted Atkinson & Atkinson, Inc. ALCENTISON & ACCENTISON, THE Service on September 24 .19 87, including any amendments of modifications thereto, are made part of this Lease and are to be complied with as though fully set forth herein. IN WITNESS WHEREOF, the parties hereto have hereunto signed and sealed these presents as of the date first written above. SEAL Oregon ATKINSON & ATKINSON, INC Corporation) 14 (State) (Company, Corporate or Partnership Name) (John President Its: WITNESSES: (Title) x Pould D-Out B Roman H. Buan lts (Title) Witt. EMPLOYER IDENTIFICATION/SOCIAL SECURITY NO.: 93-0907478 2631 Kline Street, Roseburg, OR 97470-1662 Telephone: (503) 672-8455 19 SEATTLE MELDING THE UNITED STATES LSERVICE WITNESSES FRED A PEREZ Title MANAGER REAL ESTATE CONTRACTING OFFICER KENT FACILITIES SERVICE OFFICE P.O. BOX 2000, NENT, WA 98035-2000 Keno, OR 97627-9998 - Main Postal Facility 14 of 1 affles PS Form 7449 February 1981



ACKNOWLEDGMENT

STATE OF OILLON

COUNTY OF DOUCLAS

On this <u>19th</u> day of <u>August</u>, 1988, personally appeared before me, a Notary Public in and for the County and State aforesaid, <u>John Atkinson</u>

who is/are\_known to me to be the same person(s) who executed the foregoing instrument, and who acknowledged that he/she/they\_signed, sealed, and delivered the same as his/her/their free and voluntary act for the uses and purposed therein set forth.

> IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Candia & Deam

Notary Public in and for the State of Oregon cesiding at 651 Meadow, Roseburg, baid County.

My commission expires: August 2, 1992

<u>ر او </u>			
	MORTGAGEE'S (To be executed and attached t		
The undersigned	d EVERGREEN FED	June 22, 1988 Date ERAL SAVINGS and LOAN ASSOCIATION	
holder(s) of a mortgage in		(Norteasee) on the property situated	
	(Street ad	Штезз) 7627-9998 — d ZIP Code)	
hereby consent(s) to the l	easing of said property to the		110
그렇게 승규야 없는 것을 수 있는 것을 잡는 것 같은 것을 즐기는 것을 줄 수 있다.		d assigns that in the event it should become	
made subject to said leas		e will:cause the sale of said premises to be Evergreen Federal Savings and L	
			ua
Witness: <u>22</u>	<u>Uh</u>	(Morigagee Company) By <u>Helel</u> (Signature of Morigagee's Officer)	
Witness: <u>22</u>	<u>alh</u>	(Morigagee Company) By <u>Helel CUC</u>	
	<u></u>	(Morigagee Company) By <u>Hele (Signature of Morigagee's Officer)</u> (Signature of Morigagee's Officer) (Tule of Morigagee's Officer) 969 S.E. 6th Street Grants Pass, 67::945259 (City, State and ZIP Code)	
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