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MAIN OFFICE, STATION, BRANCH, ETC

CITY, COUNTY, STATE AND ZIP

EXECUTED IN PA. 13

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Austin Station

Chicago, Cook, Ill. 60604-2998

This LEASE, made and entered into this 17th day of November, 1988 by

and between Pioneer Bank & Trust Company, (Formerly known as Pioneer Trust and Savings Bank) as Trustee under Trust No. 5974,

hereinafter called the Lessor,

whose address is 4000 W. North Avenue, Chicago, Illinois.

and the beneficiaries at said Trust, for Lessor and Lessor's heirs, executors, administrators, successors, and assigns and the United States Postal Service, hereinafter called the Postal Service.

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

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

All those certain rooms, 134'6" x 51'0", and 80'4" x 72'0", providing 12,652 square feet of floor space, net, inside measurements, on the first floor, and 22'8" x 78'3", providing 1,782 square feet of space, net, inside measurements, in the basement, and canopy covered platform, 15' x 80'4", providing 1,205 square feet of platform space, and use of blacktop driveway and maneuvering area, 80'4" x 50' providing 4,016 square feet of the one-story, brick premises, situated at 324 S. Laramie Avenue, between Jackson Boulevard and Gladys Avenue, Chicago, Cook County, Illinois. The premises are legally described as follows:

Lot Twenty-Six (26) in Block Thirteen (13) in Community Resubdivision of certain lots and parts of lots in the School Trustees Subdivision of the North part of Section Sixteen (16), Township Thirty-Nine (39) North, Range Thirteen (13), East of the Third Principal Meridian, according to the plat thereof recorded April 22, 1946, as document 13774213, in Cook County, Illinois.

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

THE TERM BEGINNING	AND ENDING WITH	TOTAL NUMBER OF YEARS
October 1, 1988	September 30, 1993	Five (5)

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

Seventy Thousand and 00/100 Dollars \$ 70,000.00

payable in equal installments at the end of each calendar month. Rent for part of month shall be prorated. Rent checks shall be payable to John S. Clark & Sons, Agents, 1368 Sherman Road, Northbrook, Illinois 60062

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

NO. YEARS	AT (PER ANNUAL RENTAL)	NO. YEARS	AT (PER ANNUAL RENTAL)	NO. YEARS	AT (PER ANNUAL RENTAL)
(a)	DELETED	(c)	DELETED	(e)	DELETED
(b)	DELETED	(d)	DELETED	(f)	DELETED

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

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10. (a) This lease may be terminated upon ninety days notice in writing to the Lessor by the Postal Service shall decide to from the office into a building to be determined by the Lessor. Upon ninety days notice in writing to the Lessor whenever, in the judgment of the Postal Service, the Lessor shall decide to from the office of the service at that office renders additional room necessary and the Lessor is unable or unwilling to furnish suitable and sufficient additional space at an additional rental satisfactory to the Postal Service.

9. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions or structures or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located), which fixtures, additions or structures to be placed in upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service prior to expiration or termination of this lease. The Postal Service shall, if required by the Lessor by notice in writing ninety days in advance of such expiration or termination, restore the premises to as good condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Postal Service has no control, excepted.

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

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

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

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Lessor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under §6.5(a)(3)(i) of Regulations, 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 period has been paid the full weekly wages earned, without rebates, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract;

(C) The weekly submission of a properly 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 (i)(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 Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(3) The Lessor or subcontractor shall make the records required under subparagraph (C)(1) of this clause available for inspection, copying or transcription by authorized representatives of the Contracting Officer or the Department of 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 guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) **Apprentices and Trainees.** (1) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they 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 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 individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft 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 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 (expressed in percentages of the journeyman's hourly rate) specified in the Lessor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the 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 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 is approved.

(2) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work 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 Lessor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(e) **Compliance with Copeland Act requirements.** The Lessor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(f) **Subcontracts.** The Lessor or 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 subcontractor. The Lessor shall be responsible for the compliance of any subcontractor or lower tier subcontractor with all the provisions in this clause and with all the provisions in the clause entitled "Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332) - Overtime."

The Lessor agrees to insert Clauses 14, 15, 16, and 17 of this agreement in all subcontracts hereunder and to require that 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.

17 Subcontract Provisions

To the extent this agreement is for construction, alteration, and/or repair, 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 regulations, orders, or local regulations, and (iii) take all other proper precautions to protect the health and safety of all laborers or mechanics 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 subcontractor.

18 Compliance with OSHA Standards

Records. The Lessor or subcontractor shall maintain a payroll record during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including but not limited to watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, contract number, position, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The Lessor shall be deemed to be in compliance with this paragraph if the Lessor or subcontractor for inspection, copying, or transcription by authorized representatives of the Lessor, Federal and the Department of Labor, and the Lessor or subcontractor will permit such representatives to interview employees during normal working hours on the job.

(a) Subcontract. The Lessor or subcontractor shall insert in any subcontract the provisions set forth in paragraph (a) through (e) of this clause and also a clause requiring the subcontractor 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 deemed to be in compliance with this clause if the Lessor or subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

(b) Withholding of unpaid wages and liquidated damages. The Contracting Officer shall, upon the Lessor's or subcontractor's written request of an authorized representative of the Department of Labor without a court order, withhold or cause to be withheld, from any monies payable on account of work performed by the Lessor or subcontractor under this agreement or the lease or any other contract with the Lessor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Lessor, such amount as may be determined to be necessary to satisfy any liabilities of such Lessor or subcontractor for unpaid wages and liquidated damages set forth in the contract. The Lessor shall be deemed to be in compliance with this clause if the Lessor or subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

(c) Violation, liability for unpaid wages, liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Lessor and any subcontractor responsible therefor shall be liable for the unpaid wages, in addition to such Lessor and subcontractor, in an amount equal to the amount of such violation. In the event of any violation of the provisions set forth in paragraph (b) of this clause, the Lessor and any subcontractor responsible therefor shall be liable for the unpaid wages, in addition to such Lessor and subcontractor, in an amount equal to the amount of such violation. In the event of any violation of the provisions set forth in paragraph (c) of this clause, the Lessor and any subcontractor responsible therefor shall be liable for the unpaid wages, in addition to such Lessor and subcontractor, in an amount equal to the amount of such violation.

(d) Overtime compensation. The Lessor or subcontractor contracting for any part of the work under this agreement which may require or involve the employment of laborers or mechanics shall require that laborers or mechanics in any work under this agreement shall be compensated for all hours worked in excess of forty hours in such week, unless such laborer or mechanic receives compensation on 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 week.

(e) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332) - Overtime. This clause shall be deemed to be in compliance with this clause if the Lessor or subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

(f) Dispute resolution. Disputes arising out of the labor standards provisions of this agreement shall not be subject to the Civil and Dispute 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 which involve laborers or mechanics shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes which involve laborers or mechanics shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7.

(g) Compliance with Davis-Bacon and Related Act requirements. All rules and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 2, and 5 are herein incorporated by reference in this agreement. The Lessor or subcontractor shall be deemed to be in compliance with this clause if the Lessor or subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

(h) Contract termination. A breach of this clause or of the clause entitled "Contract Work Hours and Safety Standards Act" (40 U.S.C. 327-332) - Overtime may be grounds for termination of the agreement. The Lessor shall be deemed to be in compliance with this clause if the Lessor or subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

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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 parties participating in such financing. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment is filed with: (i) the Contracting Officer; (ii) the surety or sureties upon the bond or bonds, if any, in connection with this 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 re-leased 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 dispute either as to liability or amount, it may be converted to a claim under the Act.
- (iii) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Postal Service against the Lessor shall be in the form of a decision by the Contracting Officer.
- (d) For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that: (i) the claim is made in good faith; (ii) supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and (iii) the amount requested accurately reflects the contract adjustment for which the Lessor believes the Postal Service is liable. 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 need not 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.
- (f) 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 the claim and then at the rate fixed by the Secretary for each successive six-month period in which the claim is pending.
- (h) Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the contract, the Lessor shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision.

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

- Paragraph 25: Maintenance Rider.
- Paragraph 26: Deferred Maintenance
- Paragraph 27: Zero Tax Clause Rider.

23. The following paragraphs were added before execution

- Paragraph 10(a) and (b).
- Paragraphs 11(a), (b), and (c).

22. The following paragraphs were deleted before execution

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 and Health in 28 C.F.R. Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Lessor for any of the Lessor's subcontractors and the contractor; agency, the U.S. Department of Labor, or the employees or their representatives.

21. Disputes Concerning Labor Standards

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Paragraph 25

## 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 or 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.

(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 proportionately 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.

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## U.S. Postal Service ZERO TAX CLAUSE RIDER

Paragraph 27

(a) The lessor shall present to the Postal Service the general real estate tax bills of each taxing authority for taxes due and payable on the land and buildings hereby demised when said taxes apply to any year or part thereof within the term of this lease. General real estate taxes are taxes which are assessed on an ad valorem basis, against all taxable real property in the taxing authority's jurisdiction without regard to benefit to the property, for the purpose of funding general governmental services. In no event shall assessments, "special assessments," or like charges be considered general real estate taxes under the terms of this lease. Presentation of said tax bills shall be made in the manner and to the office shown in paragraph (d) hereof to permit payment of said taxes in the manner set out herein before any fine, penalty, interest, or cost may be added thereto for the non-payment thereof and in time to obtain any discount allowed by the taxing authority. After the presentation of said tax bills the Postal Service shall pay to the lessor, as additional rent due hereunder, the net amount of said taxes by check made payable to the lessor and the taxing authority issuing said tax bill. The lessor shall thereafter promptly endorse said check and deliver the same to said taxing authority. The lessor shall timely pay all assessments and fees of every kind and nature other than general real estate taxes, without reimbursement by the Postal Service.

(b) If a part of the general real estate taxes applies to any period prior to the commencement or subsequent to the expiration of the term of this lease and the remainder of the general real estate taxes applies to the period of time within this lease, the Postal Service shall be liable to pay the lessor in the aforesaid manner only that portion of said taxes applying to the period of time within the term of this lease. If a part of the general real estate taxes applies to any portion of the property that is not a part of the property leased to the Postal Service, payment shall not be made until such time as the postal property is separately assessed and a corrected tax bill is issued. This tax clause rider will not be operative unless and until a separate assessment and separate tax bill is issued for the portion occupied by the Postal Service.

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

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

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, and said sum shall be deducted by the Postal Service from monies otherwise due the lessor.

Such notices and tax bills shall be delivered or mailed within three (3) days from the receipt thereof by the lessor to:

Chicago Facilities Service Center  
222 S. Riverside Plaza, Suite 2000  
Chicago, IL 60606-6155

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

(e) As the payer of the general real estate taxes, the Postal Service is entitled to any and all monies obtained through refunds and remissions of general real estate taxes that have been paid in any year subsequent to the commencement of the lease. In the event that any of the monies paid as general real estate taxes, in accordance with terms voted according to the refund or remission 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 remission, forward it within ten (10) days to the Postal Service. The Postal Service shall reserve the right to offset refund and remission payments not so forwarded, against rental or other payments due the lessor.

(f) In the event the lessor fails to present to the Postal Service the general real estate tax bills within three (3) days from the receipt thereof by lessor and such failure results in the addition of any fine, penalty, interest, or cost to the amount of tax or the loss of any discount which would have been allowed by the taxing authority for prompt payment of tax, the lessor will be responsible and liable for payment of such fine, penalty, interest, cost, or the amount of lost discount. The Postal Service will be liable only for payment of the net taxes less such discount as would have been allowed for prompt payment.

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## Paragraph 27 - Deferred Maintenance

1. Repaint facility interior and ceilings in break room, excluding ladies locker room and Post Office partitions in rear.
2. Replace dock doors to dock.
3. Rod sewer to stop leak in basement.
4. Stop roof leaks, if any, and patch ceiling.
5. Put furnace to proper working condition satisfactory to the U.S. Postal Service.
6. Replace air conditioning unit or air conditioning tower.
7. Reattached frame interior door & frame to floor.
8. Tighten threshold for door in rear service and caulk around frame.

The Maintenance Rider will not become effective until the United States Postal Service certifies that said deferred maintenance and systems are in good working condition satisfactory to the Postal Service. If said systems are not working satisfactory, then lessor will put same in working condition and the Maintenance Rider will be in effect. If said deferred maintenance and systems are not corrected and working effeciently, the maintenance of said facility will remain the responsibility of the lessor. Systems are defined as electrical, plumbing, and HVAC. After the work is completed, the lessor should notify this office in writing so our records will indicate that they have been completed. This notice should be forwarded to the Manager, Realty Management Branch, United States Postal Service, 222 S. Riverside Plz., Suite 2000, Chicago, IL 60606-6155.

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It is expressly understood between the parties hereto that the terms and conditions of the Agreement to Lease executed by \_\_\_\_\_ and accepted by the Postal Service on \_\_\_\_\_, 19\_\_\_\_, including any amendments or 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

SEE RIDER ATTACHED HERETO  
AND BY THIS REFERENCE  
MADE A PART HEREOF

\_\_\_\_\_  
(Company, Corporation, Partnership, Name)

IA \_\_\_\_\_ (State) \_\_\_\_\_ (Corporation)

By \_\_\_\_\_

Its \_\_\_\_\_ (Title)

By \_\_\_\_\_

Its \_\_\_\_\_ (Title)

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_

THE UNITED STATES POSTAL SERVICE

By \_\_\_\_\_

Title \_\_\_\_\_ (Contracting Officer)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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INDEX  
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THIS LEASE is executed by the PIONEER BANK & TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated May 2, 1946 and known as Trust No. 5974 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said principal note or obligation contained shall be construed as creating any liability on the said mortgagor, or on the PIONEER BANK & TRUST COMPANY, personally to pay the said obligation or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein or in said obligation contained, all such liability, if any, being expressly waived by said mortgage and by every person now or hereafter claiming any right or security thereunder.

IN WITNESS WHEREOF, the PIONEER BANK & TRUST COMPANY, not personally, but, as Trustee as aforesaid, has caused there presents to be signed by its ~~Assistant~~ Vice President/Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 29th day of November, A. D., 1988.

PIONEER BANK & TRUST COMPANY

By: [Signature]  
Assistant Vice President/Trust Officer  
**ROBERT F. BERRY**

Attest: [Signature]  
Assistant Secretary  
**DANIEL N. WICK**  
**LAND TRUST OFFICER**

STATE OF ILLINOIS )  
  ) ss  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named ~~Assistant~~ Vice President/Trust Officer of the PIONEER BANK & TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Assistant~~ Vice President/Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth,

Given under my hand and Notarial Seal this 29th day of November, 1988.

[Signature]  
Notary Public

[Handwritten Signature]

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. COOK COUNTY RECORDER

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JOHN S. CLARK JR  
1368 SHEPHERD RD  
NORTH BARR 1LL 60062



Property of Cook County Clerk's Office

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11. (a) The Lessor shall, except as otherwise specified herein and subject to damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or non-severable, furnished by the Lessor under this lease, in good repair and in reasonable condition. He shall repaint the interior (including but not limited to the walls and ceiling) at least once every 5 years. For any period the premises, or any part thereof, are unfit for the purposes for which leased, the Lessor may at reasonable times enter and inspect the premises for the purpose of so maintaining same premises and property. Additionally, the Lessor shall designate maintenance repair men, for electrical emergencies, for plumbing emergencies, for heating, ventilating, and air conditioning emergencies and other emergency incidents (doors, locks, etc.), who may be called by the Postal Service in the event of an emergency situation involving maintenance of the leased property and/or equipment when the Lessor or his agent cannot be contacted within a reasonable time.

(b) If the leased premises or any part thereof is not in satisfactory condition for the purposes for which leased, the Lessor shall put the same in satisfactory condition, as determined by the Postal Service. For any period the premises, or any part thereof, are unfit for the purposes for which leased, the rent shall be abated to the extent that the Postal Service by reason of such condition sustains for use does not include unsuitability arising from such causes as design, size, or location of the building or other portion of the leased premises.

(c) Whenever there is a need for maintenance or a repair which is the Lessor's obligation under subparagraph (a) of this paragraph 11, or for 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 notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required. A copy of any such notice shall be furnished by certified or registered mail to the Lessor's mortgagee and assignee of the monies due or to become due under this lease whose names and addresses have been furnished to the Postal Service by the Lessor. If the Lessor (or the mortgagee or the assignee, on behalf of the Lessor) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the written notice for any extension thereof is may be granted at the sole discretion of the Postal Service, the Postal Service shall have the right to perform the work, by contract or otherwise. The Postal Service may, at its option, suspend or withhold payments due to the Lessor or at the sole discretion of the Postal Service in the case of work required pursuant to paragraph (b), cancel the lease. The Postal Service's action to utilize the procedure prescribed in this paragraph (c) does not relieve the Lessor of his affirmative obligation, under subparagraph (a) of this paragraph 11, to maintain the demised premises in good repair and in reasonable condition, nor of his affirmative obligation under subparagraph (b) of this 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, becomes unfit for the purposes for which leased.

12. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

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

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

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

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

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

14. Payment of Prevailing Wages

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

(a) *Minimum wages* (1) All laborers and mechanics employed or 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 (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 subsequent 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 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 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 subparagraph (a)(4) of this clause; 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 wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph (d) of this clause. Laborers or mechanics 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 set forth the time spent in each classification in which work is performed. The wage determina-

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tion (including any additional classification and rates conforming under subparagraph (a)(2) of this clause) and the Davis-Bacon poster (WH-1325) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(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 contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed on a classification in the wage determination;
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Lessor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the 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 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.

(C) In the event the Lessor, the laborers or mechanics to be employed in the classification or their representatives and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the Contracting Officer shall refer the question, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will not by the Contracting Officer within the 30-day period that additional time is necessary.

(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.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Lessor shall either pay the benefits stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(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 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 Labor has found, upon the written request of the Lessor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Lessor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) *Withholding.* The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Lessor under this agreement or the lease or any other Federal contract with the Lessor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the Lessor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, 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, trainee, or helper, employed or 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 (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), 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 suspension of any further payment, advance or guarantee of funds until such violations have ceased.

(c) *Payrolls and basic records.* (1) Payrolls and basic records relating thereto shall be maintained by the Lessor during the course of the work and preserved for a period of three years thereafter for all laborers 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 (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). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits 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 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 amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Lessor shall 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 has been communicated in writing to the laborers or mechanics affected, 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 registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable program.

(2) (A) The Lessor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately 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 purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The Lessor is responsible for the submission of copies of payrolls by all subcontractors.

employees

The Lessor agrees to post in conspicuous 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 notices shall state the Lessor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era; for employment, and the right of applicants and

(1) In the event of the Lessor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(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).

(4) "Opening which the Lessor proposes to fill pursuant to a customer and traditional employer-union hiring arrangement" means employment opening which the Lessor proposes to fill from union rolls, which is part of the customary and traditional hiring relationship which exists between the Lessor and representatives of his employees.

(3) "Opening which the Lessor proposes to fill from within his own organization" means employment opening for which no consideration will be given to persons outside the Lessor's organization (including any affiliate, subsidiary, and the parent company) and includes any opening which the Lessor proposes to fill from regularly established "pools" (if any).

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(1) "All suitable employment openings" includes but is not limited to openings which occur in the following job categories: production and construction; plant and office; clerical and executive; supervisory and managerial; professional, administrative, and professional; and non-productive or plant and office. This term includes full-time employment, temporary employment, and part-time employment of more than 3 days duration, and seasonal employment. It does not include teaching which is a career process to fill from within the own organization or to fill pursuant to a customer and traditional employer-union hiring arrangement, nor covering in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may be suitable for filling, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where filling would be contrary to national security, or where the requirement of filling would otherwise not be for the best interest of the Government.

(g) As used in this clause:

(1) 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 own organization or to fill pursuant to a customer and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening unless an employer decides to consider applicants outside of his own organization or employer-union hiring arrangement for that opening.

(e) This clause does not apply to the filling of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(d) Whenever the Lessor becomes contractually bound to the hiring provisions of this clause, it shall advise the employment service system in each State where it has establishment(s) 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 the State system when it is no longer bound by the contract clause.

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made as soon as practicable 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 from 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 regulations regarding nondiscrimination in employment.

(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 wherever the opening occurs. The Lessor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall 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).

(a) The Lessor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Lessor agrees 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 veteran 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.

(f) This clause is applicable only if the total amount of this contract exceeds \$10,000.

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