

provided notice in writing to the Lessor at least 115 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.

DELETED	DELETED	DELETED	DELETED	DELETED	DELETED
(b)	(ii)	(d)	(f)	(h)	(j)
DELETED	DELETED	DELETED	DELETED	DELETED	DELETED
(a)	(i)	(c)	(e)	(g)	(k)
NO. YEARS	AT ANNUAL RENTAL	NO. YEARS	AT ANNUAL RENTAL	NO. YEARS	AT ANNUAL RENTAL

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

Eighty One Thousand Six Hundred Thirty Seven Dollars, \$81,608.37

THE TERM BEGINNING	AND ENDING WITH	TOTAL NUMBER OF YEARS
January 1, 1989	December 31, 1993	Five (5)

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

89053241

1628 Rand Road
Des Plaines, Illinois 60016

and commonly known as
Lot 14, 15, 16, 17, and 18 in Block 3 in River Rand Subdivision of Lot 1 to 8 inclusive in Bennett Block (No. 18) and Lots 1 to 13 inclusive in Rand Block (No. 19) in Park addition to Des Plaines being part of the North 1/2 Section 16 and 17, Township 41 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, excepting that part heretofore conveyed for street purposes;

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

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

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

whose address is 701 Lee Street, Des Plaines, Illinois 60016

18c National Bank of Des Plaines under Trust #36-8827933 and #36-6827934 for Donald R. Waddendorf and Geraldine L. Waddendorf

1. This LEASE, made and entered into this 25th day of October, 1988 by

MAIN OFFICE, STATION, BRANCH, ETC.	CITY, COUNTY, STATE AND ZIP+4
North Suburban VMP	Des Plaines, Cook County, IL 60016-1099
LEASE	89053241

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

Electrical, plumbing, lighting, heating and air conditioning systems.

Lessor agrees to provide and replace all lighting ballasts as needed.

The United States Postal Service agrees to pay the cost of heating, lighting, trash removal, water, sewer, snow removal and custodial service.

Property of Cook County Clerk's Office

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

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

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

10. (a) This lease may be terminated upon ¹⁸⁰ ~~ninety~~ days notice in writing to the Lessor whenever the Postal Service shall decide to move the office into a building owned by the Postal Service, ~~during~~ ^{JE-7M} the last 2 years of this lease (1992-1993).

(b) This lease may be terminated upon ninety days notice in writing to the Lessor when, in the judgment of the Postal Service, the growth of the service ~~office~~ ^{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.

JE-7M

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(a) **Minimum wages.** (1) All laborers and mechanics employed or working in the construction, modification, alteration, repair, painting, decorating, 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 as an established capacity and efficiency for its intended purpose), will be paid unconditionally and not less often than once a week, and without subtraction 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 for each equivalent 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 1111(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)(1) 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 contractually 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 duration 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 on the rate specified for each classification in which work is performed. Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination for performing work in more than one classification may be compensated on the rate specified for each classification for the time actually worked therein.

(The following is applicable if this agreement covers premises of not interior space in excess of 5,500 square feet.)

14. **Payment of Prevailing Wages**

(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 occupies 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.

(e) 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. It 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.

(f) 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 occupies 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.

(g) 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.

(h) As used in this clause, the term "facility" means store, shop, restaurant, cafeteria, laboratory, room, and any other facility of a public nature in the building in which the space covered by this lease is located.

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

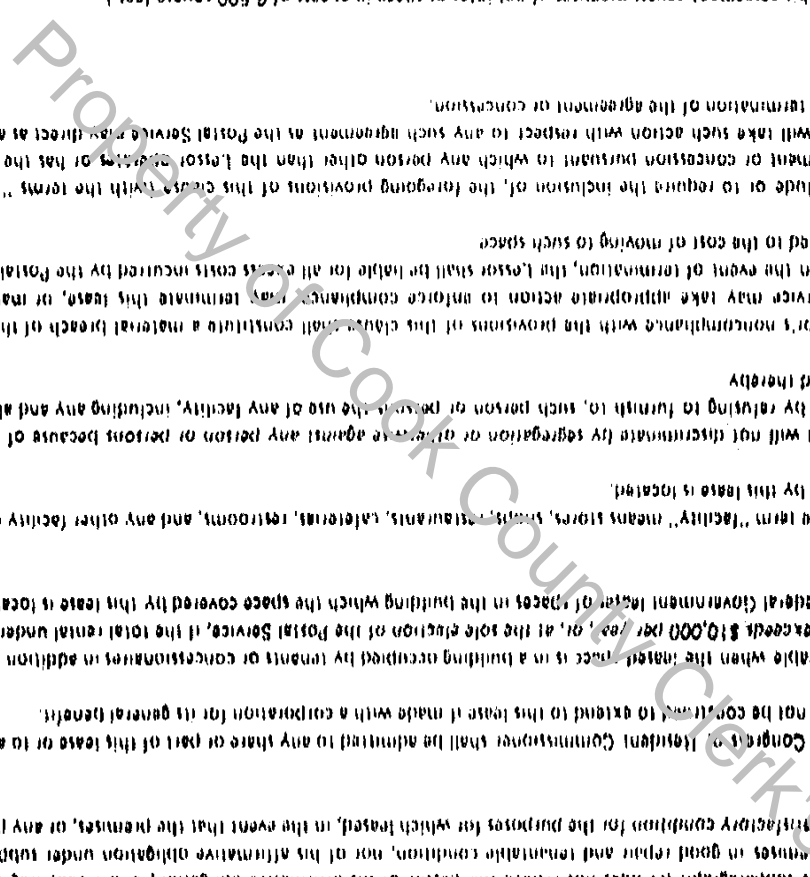
12. No member of or delegate to Congress, Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

(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 renovation 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 that the premises or any part thereof have been furnished to the Postal Service by the Lessor. If the Lessor (or the assignee or the assignee, on behalf of the Lessor) fails to perform the work with such diligence as will ensure its completion within the time specified in the written notice for any extension thereof it may be granted, at the sole discretion of the Postal Service, or fails to complete the work within said time, the Postal Service shall have the right to perform the work, by contract or otherwise, and without the cost thereof from payments due or to become due under this lease, or, at the sole discretion of the Postal Service, to cancel the lease. The extension of the Postal Service's option to utilize the procedures prescribed in this subparagraph (c) does not relieve the Lessor of his alternative obligation, under subparagraph (a) of this paragraph 11, to maintain the leased premises in good repair and tenable condition, nor of his alternative obligation under subparagraph (b) of this paragraph 11, to put the premises in a tenable condition for the purposes for which leased, in the event that the premises, or any part thereof, become unfit for the purposes for which leased.

(d) 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 renovation 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 that the premises or any part thereof have been furnished to the Postal Service by the Lessor. If the Lessor (or the assignee or the assignee, on behalf of the Lessor) fails to perform the work with such diligence as will ensure its completion within the time specified in the written notice for any extension thereof it may be granted, at the sole discretion of the Postal Service, or fails to complete the work within said time, the Postal Service shall have the right to perform the work, by contract or otherwise, and without the cost thereof from payments due or to become due under this lease, or, at the sole discretion of the Postal Service, to cancel the lease. The extension of the Postal Service's option to utilize the procedures prescribed in this subparagraph (d) does not relieve the Lessor of his alternative obligation, under subparagraph (a) of this paragraph 11, to maintain the leased premises in good repair and tenable condition, nor of his alternative obligation under subparagraph (b) of this paragraph 11, to put the premises in a tenable condition for the purposes for which leased, in the event that the premises, or any part thereof, become unfit for the purposes for which leased.

11. (a) The Lessor shall, except as otherwise specified herein and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the leased premises, including the building and any and all equipment, fixtures, and appurtenances, whether reversible or non-reversible, furnished by the Lessor under this lease, in good repair and tenable condition, the total amount of maintenance and repair, including but not limited to the walls and ceilings, shall be the responsibility of the Lessor. Additionally, the Lessor shall designate maintenance employees, for electrical emergencies, for plumbing emergencies, for heating, ventilating and air conditioning emergencies and other emergencies, fire-damp, floor, lock, etc.), who may be called by the Postal Service in the event of an emergency situation involving maintenance of the leased property and/or equipment when the Lessor or his agent cannot be contacted within a reasonable time.

(b) If the leased premises or any part thereof become unfit for use for the purposes for which leased, the Lessor shall put the same in tenable condition, as determined by the Postal Service, for the use for which leased, for any part thereof, or any part thereof, as soon as possible after the premises for which leased, the part that is unfit for use is repaired to the tenable condition for such condition. Unfitness for use does not include unavailability arising from such causes as design, size, or location of the building or other portion of the leased premises.



tion (including any additional classification and wage rates conformed under subparagraph (a)(4) of this clause) and the Davis-Bacon poster (WH-1321) 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 by 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 or 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 questions, 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 notify 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 subparagraph (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 benefit as 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 20 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 for 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 rates and wage rates prescribed in the applicable programs.

(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 20 CFR 5.5(a)(1)(iv) of the regulations, 20 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20540. The Lessor is responsible for the submission of copies of payrolls by all subcontractors.

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(f) Each payroll statement 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 § 5.51(a)(3)(i) of Regulations, 29 CFR Part B 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 deduction, 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 B;

(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 (c)(2)(f) 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. 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 recognized by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency (where applicable) 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 in the Lessor's or subcontractor's 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 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 or 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 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 Employer 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.

(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 as 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 Employer 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.

(b) 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.

(c) 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.

(f) Subcontractors. The Lessor or subcontractor shall insert in any subcontract the provisions contained in paragraphs (a) through (f) 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 those 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 by 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."

(g) *Contract termination: debarment.* 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 and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(h) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this agreement.

(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.

(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-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

15. Contract Work Hours and Safety Standards Act. (40 U.S.C. 327-332) - Overtime

(a) Overtime requirements

No 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 or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in 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.

(b) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the provision set forth in paragraph (a) of this clause, the Lessor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Lessor and subcontractor shall be liable to the United States Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in paragraph (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 paragraph (a) of this clause.

(c) *Withholding or unpaid wages and liquidated damages.* 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 any monies payable on account of work performed by the Lessor or subcontractor under this agreement or the lease or any other Federal 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 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 provision set forth in paragraph (b) of this clause.

(d) *Subcontracts.* The Lessor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (c) of 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 (c) of this section.

(e) *Records.* The Lessor or subcontractor shall maintain payrolls and basic payroll records 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 guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, 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.

16. Compliance with OSHA Standards

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 (i); and (iii) take all other proper precautions to protect the health and safety of (a) any laborer or mechanic employed by the Lessor in performance of this agreement, (b) Postal Service employees, and (c) the public. The Lessor 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.

17. Subcontract Provisions

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

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(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 financial 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 monies 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, Mortgage'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 (if 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 is disputed 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 of 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.

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

(f) 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 it, 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.

(g) 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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21. Disputes Concerning Labor Standards

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 Lessor (or any of the Lessor's subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

22. The following paragraphs were deleted before execution:

- Paragraph 5 (a) through (f).
- Paragraph 10(b).
- A portion of Paragraph 11(a).

23. The following paragraphs were added before execution:

- Paragraph 28: Lessee's use and care of leased premises.
- Paragraph 29: Special Garage Equipment Rider.
- Paragraph 30: Reimbursement of Paid Taxes Rider.

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

- Exhibit A: Footprint drawing of subject building and out building.

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(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, advancement, 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 first at an appropriate local office of the State employment service system wherein 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).

(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 resumes and nonverbal offers. 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.

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

(e) 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.

(f) The provisions of paragraphs (b), (c), (d), and (e) 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 customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(g) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production plant and office laborers and mechanics; supervisory, technical, and executive, administrative, and professional and non-professional; and openings which the Lessor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement not opening in an educational institution which are restricted to 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 fill pursuant to a customary and traditional employer-union hiring arrangement not opening in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "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, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the Lessor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Lessor's organization (including any affiliates, subsidiaries, and the parent company), and includes any openings which the Lessor proposes to fill from regularly established "recall" lists.

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

(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).

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

(j) The Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notice 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 to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

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(k) The Lessor will notify each labor union or representative or workers with which it has a collective bargaining agreement 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 action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(l) The Lessor will include the provisions of this clause in every subcontract or purchase order of \$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 Lessor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

26. Affirmative Action for Handicapped Workers (March 1980)

(This clause is applicable only if the total amount of this contract exceeds \$2,500.)

(a) The Lessor will not discriminate against any employee or applicant for employment because of physical or mental handicap 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 handicapped individuals without discrimination based upon their physical or mental handicap 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 to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended (the Act).

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

(d) 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, OFCCP, 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 handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Lessor will notify each labor union or representative or workers with which it has a collective bargaining agreement or other contract 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 employ and advance in employment physically and mentally handicapped individuals.

(f) The Lessor will include the provisions of this clause in every subcontract or purchase order of \$2,500 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 vendor. The Lessor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct or enforce such provisions, including action for non-compliance.

27. Applicable Codes and Ordinances

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated. At Lessor's own expense, to obtain all necessary permits and related items.

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Property of Cook County Clerk's Office

Lessee shall not do any vehicle maintenance in the South part of building formerly used for new car showroom and office. Lessee may use the subject space for storage facilities and office. Lessee will take all reasonable precautions to protect the terrace floor in said space. Lessee will make reasonable effort to keep the appearance from the street of the above mentioned space conducive to the surrounding properties.

Paragraph 28

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PS Form 7400-E
July 1971

15235068

Property of U.S. Postal Service

The Postal Service at its election and at its sole expense may replace any such equipment thus removed with other suitable equipment and install the same in the demised premises, which equipment so placed in or upon or attached to the premises shall be and remain the property of the Postal Service, and may be removed therefrom by the Postal Service prior to the termination of the lease or any renewal thereof; the Postal Service to repair any damage to the demised premises caused by such removal.

Whenever the Postal Service shall decide that any of the aforesaid items can no longer be maintained economically, any such items of equipment shall be removed from the premises by the Lessor promptly upon the request of and without cost to the Postal Service.

The above-mentioned equipment shall be maintained and serviced by the Postal Service.

It is mutually understood and agreed that the Lessor shall furnish and install the following garage equipment:

- 2 exhaust fans - engine exhaust
- 1 bear front end alignment equipment
- 1 Brunner 5 H.P. Air Compressor (in oil shed)
- 3 alternate overhead oil reels and dispenser
- 1 alternate overhead air reel
- 1 alternate overhead lube reel and dispenser
- 1 alternate overhead gear lube reel and dispenser
- 2 auto overhead oil reels
- 1 auto overhead air reel
- 1 auto overhead lube reel and dispenser
- 4 globe 2 post axle contact hoists (2 not operational)
- 3 alternate oil pumps (in 275 gallon tanks)
- 1 grease chaste lube pump (in 500 lb. barrel)
- 1 air conditioner (offices) (unit not connected or operational)
- 2 globe frame contact hoists
- 2 U.S. - 2 post axle contact hoists

U.S. POSTAL SERVICE
SPECIAL GARAGE EQUIPMENT RIDER

Paragraph 29

1-12335068

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

 Cheryl L. Huntington, Manager
 Realty Management Branch
 222 S. Mowbride Plaza, Suite 2000
 Chicago, IL 60606-1975

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 name of both. The lessor, upon reasonable notice and request by the Postal Service, must join in any proceedings, but will not be subject for the payment of penalties, costs, or legal expenses in connection with any proceedings brought by the Postal Service. The Postal Service hereby covenants to indemnify and save harmless the lessor from any such penalties, costs, or expenses. The lessor must cooperate with the Postal Service in any such proceeding and execute any document or pleadings required for such purpose provided the lessor will be reasonably satisfied that the facts and data set forth in such documents or pleadings are accurate.

(e) 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, 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.

(f) 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 in general real estate taxes, in accordance with terms above, are refunded to the lessor, as a result of an assessment appeal or other action, 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 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.

(a) The lessor agrees to pay all general real estate taxes levied on the land and buildings hereby denied. 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 bills 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 apply 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 apply to the period of time within the term of the lease, the lessor will be liable to reimburse the lessor in the amount of such taxes which portion of said taxes applying to the period of time within the term of the lease.

(c) In the event that general real estate taxes for any tax year or part thereof within the term hereby denied 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.

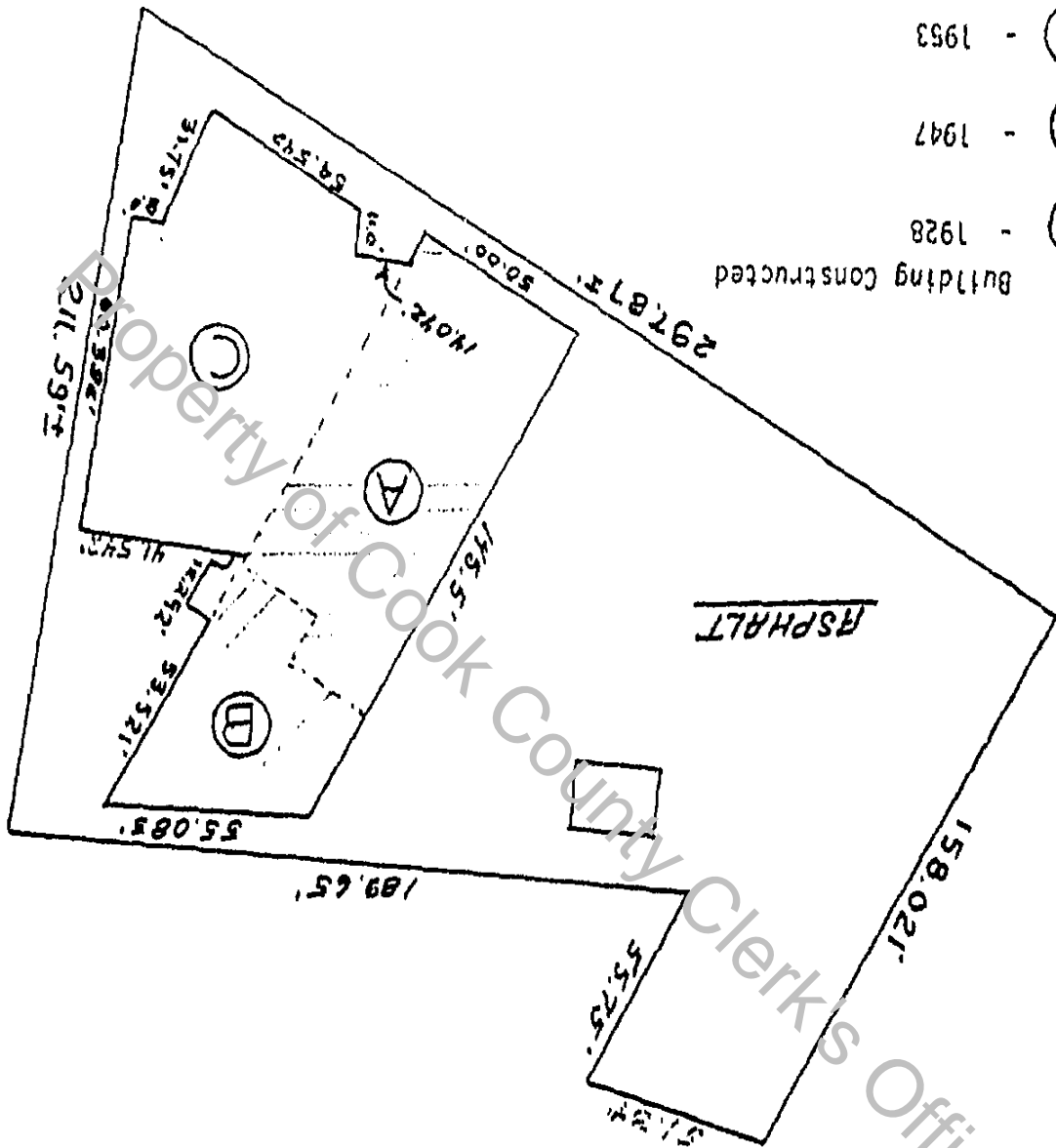
(d) The lessor must furnish the Postal Service copies of all notices which may affect the valuation of said land and buildings for general real estate tax purposes or which may affect the levy or assessment of general real estate taxes thereon.

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 lessor lost the opportunity to appeal.

REIMBURSEMENT OF PAID TAXES RIDER

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89053244



- ⊙ - 1953
 - ⊞ - 1947
 - ⊕ - 1928
- Building Constructed

PLOT PLAN

PREPARED BY
 AUG 17 1988
 SERVICE

1628 Rond Road
 Des Plaines, Illinois



MEMBER



COMMERCIAL INVESTMENT DIVISION
 WM. L. KUNKEL & CO., REALTORS®
 680 LEE STREET / DES PLAINES, IL 60016 (312) 988-9555

EXHIBIT A

89053241

5.57/SF

13,660
- 500

13,160

338

13,660

22.229' x 15.188' = 338 sq. ft.

OUT BUILDING:

11,660

19,160 sq. ft.

TOTAL BUILDING AREA

1,153 sq. ft.

TOTAL SHOWROOM AREA

50.656' x 20.217' = $\frac{2}{2}$ 512 sq. ft.

SHOWROOM:

50.656' x 11.00' = $\frac{2}{2}$ 31.217' x 5.792' = 90 sq. ft.

TOTAL GARAGE AREA

50.656' x 11.00' = 557 sq. ft.

TOTAL GARAGE AREA

145.5' + 168.7' = 314.2' x 80.40' = 5,017 sq. ft.

GARAGE:

7.96' x 14.29' = 114 sq. ft.

4.21' x 3.50' = 15 sq. ft.

TOTAL GARAGE AREA

13,001 sq. ft.

TOTAL GARAGE AREA

The approximate building area was developed by using the measurements on the survey as follows:

BUILDING AREA

COMMERCIAL INVESTMENT DIVISION
WM. L. KUNKEL & CO., REALTORS®
880 LEE STREET / DES PLAINES, IL 60016 312/298-9555

1628 Rand Road
Des Plaines, Illinois



MEMBERSHIP IN
INDIVIDUAL



...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

First National Bank of Des Plaines, as trustee as aforesaid, of these Illinois trusts (Company, Corporate or Partnership Name) (State)

WITNESSES:

D. A. Rumb Adrian J. Schlegel

By Joan Emery-Mincer JOAN E. EMERY-MINCER VICE PRESIDENT & TRUST OFFICER Attest Scott D. Limpler SCOTT D. LIMPLER (Title) TRUST SERVICES

Executed and delivered by First National Bank of Des Plaines, not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the trustee, but for the purpose of binding the trustee personally, but executed and delivered by the trustee solely in the exercise of the powers conferred upon it as such trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be assessed or enforced against said trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability if any being hereby expressly waived and released by all other parties hereto, and those claiming by, through, or under them.

WITNESSES:

Danielle R. Wright Danielle S. Wright

THE UNITED STATES POSTAL SERVICE By Thomas J. Aggen Thomas J. Aggen Acting Mgr., Realty Mgmt. Branch (Contracting Officer)

89053244

E.I.N.'s: D.R. Ladendorf Trust 36-6827933 G.C. Ladendorf Trust 36-6827934



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REPRESENTATIONS AND CERTIFICATIONS

Page 1 of 1

Name & Address Of Offeror	(No., Street, City, State, & ZIP+4)	USPS Solicitation No.
	John Emery-Mincer, Vice Pres., on behalf of First National Bank of Des Plaines, as Trustee as aforesaid 701 Lee Street, Des Plaines, IL 60016-4554	Date of Offer 10/25/88

The offeror makes the following representations & certifications as a part of the offer identified above.

Instructions	(Check and complete all applicable boxes or blocks. The term 'offer' means bid where the procurement is advertised, and proposal where the procurement is negotiated.) NOTE: Offers must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.	
1. Type Of Organization	The offeror operates as an <input type="checkbox"/> individual, <input type="checkbox"/> partnership, <input type="checkbox"/> joint venture, <input checked="" type="checkbox"/> corporation, or <input type="checkbox"/> a nonprofit organization incorporated in the State of <u>Illinois</u> .	
2. Regular Dealer/Manufacturer	(Check only for supply contracts where the offer exceeds \$10,000.) The offeror is a <input type="checkbox"/> regular dealer in, <input type="checkbox"/> manufacturer of, the supplies offered. <u>Not Applicable</u>	
3. Parent Company & Employer ID Number	(A "parent company" is a company which either owns or controls the activities and basic business policies of the offeror. "To own" another company means the parent company owns more than 50 percent of the voting rights in that company. To control another company, ownership is not required, but the parent company formulates, determines, or votes basic business policy decisions of the controlled company. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.) Is the offeror owned or controlled by a parent company? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If the answer is 'Yes', the offeror must complete parts a, b, & c. If the answer is 'No' complete only part d. (The Offeror's Identification Number (ID No.) is defined as the Taxpayer Identification No. used on Offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941. For individuals and sole proprietors, this number will be the offeror's Social Security No.; for partnerships and corporations, this number will be its Employer Identification No.)	
	a) Name of Parent Company	b) Main Office Address of Parent Co. (No., Street, City, State, & ZIP+4)
	c) Parent Co. ID No.	d) Offeror's ID No.
4. Buy American Certificate	The offeror hereby certifies that each end product, except any end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. <u>Not Applicable</u>	
5. Equal Opportunity	Excluded End Products	Country of Origin
	(Check only if offer exceeds \$10,000 in amount.) The offeror <input checked="" type="checkbox"/> has, <input type="checkbox"/> has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; the offeror <input checked="" type="checkbox"/> has, <input type="checkbox"/> has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts which are exempt from the Equal Opportunity clause.)	
6. Equal Opportunity Affirmative Action Program	(Check only if offer exceeds \$50,000 and offeror has 50 employees or more.) The offeror represents that (a) the offeror <input checked="" type="checkbox"/> has developed and has on file, <input type="checkbox"/> has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (4) CFR 60-1 and 60-2), or (b) the offeror <input type="checkbox"/> has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor. (The above representation need not be submitted in connection with contracts which are exempt from the Equal Opportunity clause.)	

98053311
11-28-88

<p>7.</p> <p style="text-align: center;">Contingent Fee</p>	<p>(a) The offeror <input type="checkbox"/> has, <input checked="" type="checkbox"/> has not, employed or retained any company or person (other than a full time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) the offeror <input type="checkbox"/> has, <input checked="" type="checkbox"/> has not, paid or agreed to pay any company or person (other than a full time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract. If the offeror responds in the affirmative, the offeror must furnish, in duplicate, a completed PS Form 7319, <i>Contractor's Statement of Contingent or Other Fees</i>, and any other information as may be requested by the Contracting Officer. If offeror has previously furnished a completed Form 7319 to the office issuing this solicitation, he/she may accompany the offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer. (For interpretation of the representation, including the term "bona fide employee," see Postal Contracting Manual, subparagraph 1-504.3.)</p>
<p>8.</p> <p style="text-align: center;">Clean Air & Water Certification</p>	<p>(Applicable only if (i) the offer exceeds \$100,000, or (ii) the offer is for an indefinite quantity, and it indicates that orders for estimated quantities will exceed \$1,000,000 in any year, or (iii) a facility to be used is listed on the EPA List of Violating Facilities due to a criminal conviction, or (iv) the contract is not otherwise exempt.)</p> <p>The offeror (a) certifies that any facility to be utilized in the performance on this proposed contract <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not, listed on the Environmental Protection Agency List of Violating Facilities as of the date of this offer, and (b) agrees to notify the Contracting Officer promptly if any communication is received from the Environmental Protection Agency prior to contract award indicating that any such facility is under consideration for inclusion on the List.</p>
<p>9.</p> <p style="text-align: center;">Independent Price Determination</p>	<p>(a) by submission of this offer, each offeror certifies, and in the case of a joint offer, each party thereto certifies as to his/her own organization, that in connection with this procurement:</p> <p>(1) The prices of this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;</p> <p>(2) Unless otherwise required by law, the prices set forth in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror, prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other offeror or to any competitor; and</p> <p>(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.</p> <p>(b) Each person signing this offer certifies that:</p> <p>(1) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or</p> <p>(2) (i) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but has been authorized, in writing, to act as agent for the person responsible for such decision in certifying that such person has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.</p> <p>(c) This certification is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.</p> <p>(d) An offer will not be considered for award where (a) (1), (a) (3), or (b) above, has been deleted or modified. Where (a) (2) above has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of procuring activity determines that such disclosure was not made for the purpose of restricting competition.</p>
<p>10.</p> <p style="text-align: center;">Certification of Segregated Facilities</p>	<p>(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applications who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause. An offer will not be considered for award where this certification is applicable and it has been deleted or modified.)</p> <p>By the submission of this offer, the offeror, applicant, or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and does not permit his/her employees to perform their services at any location, under the offeror's control, where segregated facilities are maintained. The offeror certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertaining areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The offeror agrees that (except where identical certifications have been obtained from proposed subcontractors for specific time periods), the offeror will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; will retain such certifications in his/her files, and will forward the following notice to each proposed subcontractor (except where the proposed subcontractors have submitted identical certifications for specific time periods):</p> <p style="text-align: center;">A Certification on Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).</p>

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Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities



REPRESENTATIONS AND CERTIFICATIONS

(Business Data)

Name and Address of Offeror (No. and Street, Apt./Suite No., City, County, State and ZIP + 4)

Joan Emery-Mincer, Vice Pres., on behalf of
First National Bank of Des Plaines, as Trustee as aforesaid
701 Lee Street, Des Plaines, IL 60016-4554

Solicitation or Order No.

Date of Offer or Order

10/25/88

The U.S. Postal Service is Cooperating With Other Agencies of the Federal Government in the Collecting of Data Concerning Contract Awards. The Offeror is Requested to Check the Appropriate Block(s) Contained on This Form.

NOTE: Offers MUST set forth full, accurate and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Definitions

1. SMALL BUSINESS CONCERN means a business, including affiliates, that is independently owned and operated, is not dominant in the production or performance of the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121). For subcontracts of \$25,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors. (See *Procurement Manual* Chapter 10.)

2. MINORITY BUSINESS ENTERPRISE means a business concern at least 51 percent of which is owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely, U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. ("Native Americans" means American Indians, Eskimos, Aleuts, and Native Hawaiians. "Asian-Pacific Americans" means U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Guamanian, Laotian, Cambodian, or in the Trust Territories of the Pacific. "Asian-Indian Americans" means U.S. citizens whose origins are in the Indian Subcontinent.)

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

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

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

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

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

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

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

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Check as Many of the Following Blocks as are Applicable to the Entity Submitting This Offer

() Check	Type of Business	() Check	Type of Business
<input type="checkbox"/>	Labor Surplus Area	<input type="checkbox"/>	Woman-Owned Business
<input type="checkbox"/>	Small Business	<input type="checkbox"/>	Educational or Other Non-Profit Organization
<input type="checkbox"/>	Minority Business Enterprise	<input checked="" type="checkbox"/>	None of the Above Apply to This Entity

Company Representative

Printed Name and Title <p style="text-align: center;">JOAN E. EMERY-MINCER VICE PRESIDENT & TRUST OFFICER</p>	Signature and Date Signed <p style="text-align: center;"><i>Joan Emery-Mincer</i> 12/1/88</p>
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UNOFFICIAL COPY

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

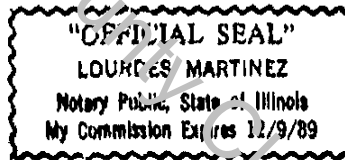
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do hereby certify, that Joan E. Emery-Mincer, Vice President of The First National Bank of Des Plaines, and Scott D. Limper, Assistant Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, and Assistant Vice President, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Vice President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 1st day of December, 1988.

Loures Martinez

Notary Public

My commission expires _____



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DESIGNATION OF EMERGENCY REPAIR PERSONNEL

Return two completed, signed copies of this form to: Cheryl Hamilton, Manager Realty Management Branch 222 S. Riverside Plaza, Suite 2000 Chicago, Illinois 60606-6155	Postal Unit North Suburban VPM <hr/> Street Address 1628 Rand Road <hr/> City, State, ZIP + 4 Des Plaines, IL 60016 1099
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Contact the following repair personnel for emergency repairs for those services that are my responsibility under the terms of the lease, when I (or my agent) cannot be reached after a reasonable period of time at (IT) Area Code & Telephone (312) 824-5480

In the event the Postal Service is unable to contact the designated emergency repair person or such repair person is unavailable to perform necessary emergency repairs, the Postal Service is authorized to arrange for such repairs by repair personnel selected by the Postal Service with cost thereof to be reimbursed by the lessor.

* (and see reverse side for additional names of repair personnel)

For Roofing/ Structural Emergencies <input type="checkbox"/> (Check if Not Applicable)	Courtesy Roofing 1226 E. Copper Palatine, Illinois phone: 437-1277
For Electrical Emergencies <input type="checkbox"/> (Check if Not Applicable)	Scott Electric, Inc. 1805 Oakton Des Plaines, Illinois 60018 phone: 824-1014
For Plumbing Emergencies <input type="checkbox"/> (Check if Not Applicable)	Gaiser-Berner Plumbing 1484 E. Rand Road Des Plaines, Illinois 60016 phone: 827-9424
For Heating, Ventilating and Air-Conditioning Emergencies <input type="checkbox"/> (Check if Not Applicable)	Ibbotson Heating Company 109 E. Prospect Mt. Prospect, Illinois 60056 phone: 253-0866
For Other Emergencies (Windows, Doors, Locks, Etc.) <input type="checkbox"/> (Check if Not Applicable)	J & J Installers 1272 Rand Road Des Plaines, Illinois 60016 phone: 298-2082

▶ Sign Original and Copy

This letter is not intended to, nor does it in any way, increase my responsibility as owner (or agent/owner) of the property to the occupant, the U.S. Postal Service.	Signature of Owner or Owner's Agent First National Bank of Des Plaines, as Trustee of the Ladendorff Trusts By: <u>Stanley Emery-Triner</u> Street Address 701 Lee Street City, State, ZIP + 4 Des Plaines, IL 60016	Date 12/30/88
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Hardware -- Kinder Industrial Supply
1545 Ellinwood
Des Plaines, Illinois 60016 phone: 824-6194

Locks -- Anderson Lock Co. Ltd
1801 E. Oakton Street
Des Plaines, Illinois 60018 phone: 296-1157

Windows -- (small) Oakton Glass
921 Oakton
Des Plaines, Illinois 60018 phone: 299-1800

Windows -- (large) Globe Glass
25 W. North Avenue
Villa Park, Illinois 60181 phone: 834-2710

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