

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

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

(g) The Lessor shall submit weekly a copy of all payrolls to the Contracting Officer. The Lessor shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the Lessor indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor for the classification of work he performed. Submission of such statement is a condition for compliance required under this Agreement. The Lessor shall submit also a copy of any approval by the Secretary of Labor with respect to fringe benefits which is required by paragraph (e) of this clause.

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

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

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

(k) If the Lessor or any subcontractor fails to pay any laborer or mechanic employed on the site of the work, in full or in part of the wages required by the contract, the Contracting Officer may, on behalf of the Lessor, take such action as may be necessary to suspend or suspend of any further payments or advances until such obligations have ceased.

17 OVERTIME

(a) The Lessor shall not permit any laborer or mechanic employed on any work

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

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

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

18. HEALTH AND SAFETY STANDARDS

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

(b) In the event it is determined that the Lessor has failed to comply with this clause regarding health and safety standards, the Postal Service, at its discretion, may cancel this agreement, contract for the work, and charge to the Lessor the additional costs incurred thereby.

19 SUBCONTRACT PROVISIONS

The Lessor shall include in all subcontracts clauses 16, 17, 18 and 19 of this Agreement, in whole or in part, as hereunder and to require their inclusion in all subcontracts. The term "Lessor" as used in any subcontract shall be deemed to refer to the subcontractor.

20. SITE

Bidders shall examine the site and be thoroughly acquainted with conditions thereon. The Lessor shall be responsible for site conditions, including but not limited to subsurface or latent physical conditions, the existence and location of which would not be reasonably anticipated by a prudent contractor. The Lessor shall be responsible for any and all conditions of an unusual nature which may be encountered.

21 DESIGN AND APPROVAL REQUIREMENTS

The Lessor shall be responsible for the design of the facility, except to the extent otherwise specified in the complete working drawings and specifications of the Postal Service.

(a) The Lessor shall employ the services of an architect-engineer, or other professional, to provide in the state in which the facility

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