

locks, etc.), to be called in the event of an emergency situation involving maintenance of the leased property and/or equipment when the Lessor or his agent cannot be contacted within a reasonable time.

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

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

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

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

(a) If the successful bidder refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the service may, by written notice to the successful bidder, terminate his right to proceed with the work. Whether or not the successful bidder's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the Postal Service resulting from his refusal or failure to complete the work within the specified time.

(b) The successful bidder's right to proceed shall not be so terminated nor the successful bidder charged with resulting damage if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the successful bidder, including but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Postal Service, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the successful bidder and such subcontractors or suppliers; and

(2) The successful bidder, within 10 days from the beginning of any such delay (unless the Contracting Officer grants a further period of time before completion and acceptance under the contract), notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of facts justify such an extension, and his findings of fact shall be final and conclusive on the parties, unless the Lessor shall appeal in writing to the Postmaster General within thirty (30) days from receipt of the findings of fact. The decision of the Postmaster General, or his duly authorized representative shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or arbitrary or capricious or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence; PROVIDED, that if no such appeal to the Postmaster General is taken, the decision of the Contracting Officer shall be final and conclusive. In connection with any appeal proceeding under this clause, the Lessor shall be afforded an opportunity to be heard and to offer evidence in

support of his appeal. Pending final decision on an extension of time hereunder, the Lessor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. Inability to comply with State, city or local construction or zoning laws or ordinances, or with restrictive covenants, shall not normally be regarded as an unforeseeable cause, PROVIDED, HOWEVER, that if the successful bidder shall acquire the demised property, an interest therein or an option to purchase the same by or through assignment or transfer from the Postal Service, and if in the course of such acquisition the successful bidder is unable to comply with such laws or ordinances or restrictive covenants, then this agreement shall be and become terminated with no further liability on the part of either party unless such laws or ordinances or restrictive covenants are suitably changed or removed in accordance with an option or other agreement with the owner which so provides.

(c) The rights and remedies of the Postal Service provided in this clause are in addition to any other rights and remedies which may be available to the Postal Service by law or under this agreement.

6. INSPECTION

(a) The Lessor shall, without charge, replace any material, correct any workmanship or supply omitted work found by the Postal Service not to comply with the contract requirements, unless in its interest the Postal Service consents to accept such material or workmanship or omitted work with an appropriate adjustment in the rental.

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

(c) If the Lessor does not replace rejected material, correct rejected workmanship, or supply omitted work, then in addition to any other remedies available to it, the Postal Service may, by contract or otherwise, replace such material or workmanship, or supply such omitted work and charge the cost thereof to the successful bidder by a deduction from the rentals as they accrue.

(d) In the absence of a specific agreement, time allowed for completion of any work required under the provisions of this paragraph is limited to thirty (30) days.

(e) The Lessor shall give the Contracting Officer at least fifteen (15) days advance written notice of the date the work will be fully completed and ready for acceptance inspection and tests.

7. STORAGE OF EQUIPMENT

The Postal Service may, without additional compensation, store, assemble, and install Service-owned furnishings and equipment in the premises at any time prior to completion date. Such action by the Postal Service shall not be construed as constituting occupancy under the Agreement to Lease. Such action shall be accomplished in a manner which will not unreasonably interfere with the successful bidder's completion of work under this agreement.

8. EQUAL OPPORTUNITY CLAUSE

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

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