

PS Form 7400-A

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agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Postal Service shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.

#### 13. PAYMENT FOR LABOR AND MATERIAL

If the Successful Bidder is required to furnish a Labor and Material Payment Bond, PS Form 7414-E, in connection with this Agreement to Lease, he agrees to post at the job site in a prominent place, a photostat or certified copy of the Labor and Material Payment Bond, PS Form 7414-E, where it can easily be seen by all persons who have furnished, or have been requested to furnish labor, material, or both, used or reasonably required for use in the performance of this Agreement to Lease.

#### 14. ASSIGNMENT OF CONTRACT PROHIBITED

Neither this contract nor any interest therein shall be transferred by the party to whom such contract is given to any other party, and any such transfer may be cause for annulment of the contract transferred, so far as the Postal Service is concerned. All rights of action for any such breach of contract by the contracting parties are reserved to the Postal Service. However, assignments for security to banks, trust companies and finance corporations may be recognized.

#### 15. LICENSES, PERMITS, SAFETY, INDEMNIFICATION

(a) The Lessor shall, without additional expense to the Postal Service, be responsible for obtaining any necessary licenses and permits required for privately owned buildings, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

(b) The Lessor shall indemnify the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense and/or liability resulting from, brought for, or on account of any personal injury or death or property damage received or sustained by any person or persons or property, growing out of, occurring, or attributable to any negligent work performance under or related to this contract.

#### 16. PAYMENT OF PREVAILING WAGE RATES

(The following is applicable if this agreement covers premises of net interior space in excess of 6,500 square feet, whether existing or to be constructed.)

(a) All mechanics and laborers employed in construction, modification, alteration, repair, painting, decoration, or other improvement of the building or space covered by this agreement, or improvement at the site of the 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),

shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Copeland Regulations (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than the aggregate of the basic hourly rates and the rates of payments, contributions, or costs for any fringe benefits contained in the wage determination decision 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 Lessor or subcontractor and such laborers and mechanics. A copy of such wage determination decision shall be kept posted by the Lessor at the site of the work in a prominent place where it can be easily seen by the workers.

(b) The Lessor may discharge his obligation under this clause to workers in any classification for which the wage determination decision contains:

(1) Only a basic hourly rate of pay, by making payment at not less than such basic hourly rate, except as otherwise provided in the Copeland Regulations (29 CFR Part 3); or

(2) Both a basic hourly rate of pay and fringe benefits payments, by making payment in cash, by irrevocably making contributions pursuant to a fund, plan, or program for, and/or by assuming an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by 40 U.S.C. 276a, or by any combination thereof. Contributions made, or costs assumed, on other than a weekly basis shall be considered as having been constructively made or assumed during a weekly period to the extent that they apply to such period. Where a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and the Lessor pays a cash equivalent or provides an alternative fringe benefit, he shall furnish information with his payrolls showing how he determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage determination fringe benefit. In any case where the Lessor provides a fringe benefit different from any contained in the wage determination, he shall similarly show how he arrived at the hourly rate shown therefor. In the event of disagreement between or among the interested parties as to an equivalent of any fringe benefit, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(c) The assumption of an enforceable commitment to bear the cost of fringe benefits, or the provision of any fringe benefits not expressly listed in section (b)(2) of 40 U.S.C. 276a or in the wage determination decision forming a part of the contract, may be considered as payment of wages only with the approval of the Secretary of Labor pursuant to a written request by the Lessor. The Secretary of Labor may require the Lessor to set aside assets, in a separate account, to meet his obligations under any unfunded plan or program.

(d) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination decision and which is to be employed under the contract shall be classified or reclassified conformably to the wage determination decision, and shall report the action taken to the Secretary of Labor. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics to be used, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(e) Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship

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July 1971

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