

is located, to prepare for the approval of the Postal Service, complete specifications and working drawings including architectural, structural, mechanical, electrical and site improvement work for the construction of the facility in accordance with all requirements under this Agreement to Lease. All final drawings shall bear the signature of the contractor. In determining the total cost of a project, bidders shall take into consideration architectural and engineering fees.

(b) All submissions required for approval by the Postal Service shall be correlated, checked and signed by a responsible official of the architect-engineer firm and shall be accompanied by a certification in the following form:

"I certify that the drawings of this project (1) have been coordinated and checked for accuracy, (2) are complete in accordance with all applicable requirements, and (3) are in compliance with local building codes and postal service requirements."

(c) All improvements, including new buildings and all appurtenances thereto, shall be designed and constructed in conformity with all applicable local laws, ordinances, and regulations which relate to building, fire, health, sanitation or, in the absence of such code, ordinances or regulations, in conformity with one of the following: (1) the National Building Code Congress, "Southern Standard Building Code"; International Conference of Building Officials, "Uniform Building Code"; Building Officials Conference of America, Inc., "Basic Building Code". The final drawings shall be signed and sealed by the architect-engineer with this statement:

"This building has been designed and shall be constructed in strict accordance with the _____ building (regulations/code) dated _____."

(d) The minimum requirements established by this agreement shall not be construed to supersede the standards established by the local, county, state, or federal laws, ordinances, or regulations. When such local, county or state requirements are more stringent than the minimum requirements set forth in this Agreement to Lease, the more stringent requirements shall govern.

(e) Approval by the Postal Service of any drawings and specifications shall be for general arrangement only and is not to be construed as a waiver of changing any requirements set forth in this Agreement to Lease. Any deviation, waiver or other change to specifications shall be specifically identified and approved by the contracting officer.

(f) The successful bidder/lessee shall be responsible, in all cases, for the proper coordination of architectural, structural, mechanical, electrical, plumbing, ventilation, air conditioning, and other work for the facility.

(g) No work shall be commenced until the contractor has received a letter of notice from the contracting officer as to the approval of final drawings and specifications.

22. BONDS

If performance and labor and material payment bonds are required, no work or services under this contract may be commenced until the bonds have been furnished and the Lessee has received written notice from the contracting officer that the bonds are acceptable. If this agreement provides for assignment of the Lease to a third party to purchase, the option may expire prior to the Lessee's submission of bonds and receipt of notice of acceptability, and the option cannot be extended, the

option may be assigned prior to the Lessor's submission of bonds and receipt of notice of acceptability, and the Lessor shall exercise the option to purchase the facility if the Lessee is unable to furnish acceptable bonds within the time specified in this Agreement to Lease.

23. EXAMINATION OF RECORDS

(NOTE: This provision is applicable if this lease was entered into by means of negotiations, but is not applicable if this lease was entered into by means of formal advertising.)

(a) The Postmaster General or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any and all records, books, documents, papers, and records of the Lessor involving transactions related to this lease.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Postmaster General or his representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any and all records, books, documents, papers, and records of such subcontractor involving transactions related to this contract. The term "subcontract" excludes (1) purchase orders not exceeding \$2,500, and (2) subcontracts for purchase orders for public utility services at rates established for uniform applicability to the general public.

24. CLEAN AIR AND WATER (JULY 1975)

(Applicable only if (a) offer exceeds \$100,000, or (b) the offer is for an indefinite quantity and it indicates that orders for estimated quantities will exceed \$100,000 in any year, or (c) a facility is to be constructed on the EPA List of Volatile Facilities due to a violation of the contract is not otherwise exempt.)

The Contractor agrees as follows:

(a) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law 94-289 and Section 131 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1311, et seq., as amended by Public Law 92-500), respectively, and all other regulations issued thereunder.

(b) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Volatile Facilities on the date when this contract was entered into and until the EPA removes the name of such facility from the list.

(c) To file with the Contracting Officer of the receipt of any orders for work to be performed at a facility proposed to be or in use under this contract is under consideration to be listed on the EPA List of Volatile Facilities.

(d) To file with the Contracting Officer any Clean Air and Water Certification required in this contract and any of the provisions of this contract, including this paragraph, which may be required by the Postal Service may direct as a means of enforcing these provisions.

(e) That in the event the Contractor fails to comply with all the above requirements, his right to perform may be canceled, terminated or suspended for such failure, in whole or in part.

(f) Environmental Protection Agency (EPA) as implementing the provisions of the contract, and any other related statutes may be found at 40 CFR Part 150.

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