

## Attachment "B" – Installation and Site Preparation / SIN 361-32

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (LOCAL DEVIATION)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at the following websites:

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://www.arnet.gov/far/>.

For contract clauses which are contained in the General Services Acquisition Manual (GSAM) the address is <http://www.arnet.gov/GSAM/gsam.html>.

<b><u>CATEGORY</u></b>	<b><u>REFERENCE</u></b>	<b><u>CLAUSE NO. AND TITLE</u></b>
<b>ADJUSTMENTS</b>	FAR 52.243-4	Changes (6-07)
	GSAM 552.243-71	Equitable Adjustments (4-84)
	GSAM 552.243-70	Pricing of Adjustments (4-89)
	FAR 52.215-15	Pension Adjustments and Asset Reversions (10-04)
	GSAM 552.215-70 FAR 52.215-18	Examination of Records by GSA (2-96) Reversion or Adjustment of Plans for Post-retirement Benefits Other Than Pensions (PRB)(07-05)
<b>AUDITS</b>	FAR 52.215-2 FAR 52.215-11	Audit and Records – Negotiation (6-99) Price Reduction for Defective Cost or Pricing Data –Modifications (10- 97) <i>[applicable to modifications equal to or exceeding \$500,000 and no exception applies]</i>
	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (10-97) <i>[applicable to modifications equal to or exceeding 500,000 and no exception applies]</i>
	<b>BONDS AND INSURANCE</b>	FAR 52.228-1 FAR 52.228-2 FAR 52.228-11 FAR 52.228-12 FAR 52.228-13
	FAR 52.228-14 FAR 52.228-15	Irrevocable Letter of Credit (12-99) Performance and Payment Bonds Construction (11-06)
	FAR 52.228-5	Insurance -- Work on a Government Installation (1 -97)
	GSAM 552.228-70	Workmen's Compensation Laws (9-99)
<b>BUY AMERICAN</b>	FAR 52.225-9	Buy American Act – Construction Materials (1-05) (under \$6,481,000)
	FAR 52.225-10	Notice of Buy American Construction Materials (5-02)

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	FAR 52.225-11	Buy American Act Construction Materials under Trade Agreements (8-07) (over \$6,481,000)
	FAR 52.225-12	Notice of Buy American Construction Materials under Trade Agreements (1-05)
	FAR 52.247-63	Preference for U.S. - Flag Air Carriers (6-03)
	FAR 52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels (2-06)
<b>DISPUTES</b>	FAR 52.233-1	Disputes (2-02) (Alt I)(12-91)
<b>EMPLOYMENT PRACTICES</b>	FAR 52.222-3	Convict Labor (6-03)
	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (2-99)
	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (9-06)
<b>ENVIRONMENTAL PROTECTION</b>	FAR 52.223-6	Drug-Free Workplace (5-01)
	FAR 52.223-11	Ozone-Depleting Substances (5-01)
	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (5-95)
	FAR 52.223-13	Certification of Toxic Chemical Release Reporting (8-03)
	FAR 52.223-14	Toxic Chemical Release Reporting (8-03)
<b>GENERAL</b>	GSAM 552.236-70	Definitions (4-84)
	GSAM 552.236-71	Authorities and Limitations (4-84)
	GSAM 552.252-6	Authorized Deviations or Variations in Clauses Deviation FAR 52.252-6) (9-99)
	GSAM 552.236-72	Specialist (4-84)
	GSAM 552.236-82	Subcontracts (4-84)
	GSAM 552.211-71	Standard References (9-99)
	FAR 52.236-8	Other Contracts (4-84)
	FAR 52.225-14	Inconsistency Between English Version and Translation of Contract (2-00)
<b>INSPECTION</b>	FAR 52.246-12	Inspection of Construction (8-96)
	GSAM 552.246-72	Final Inspection and Tests (9-99)

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<b>OPTION PRICING METHOD ADJUSTMENTS</b>	FAR 52.222-30	Davis-Bacon Act – Price Adjustment (None or Separately Specified Pricing Method) (12-01)
	FAR 52.222-31	Davis-Bacon Act – Price Adjustment (Percentage Method) (12-01)
	FAR 52.222-32	Davis-Bacon Act – Price Adjustment (Actual Method) (12-01)
<b>PATENTS, DATA, AND COPYRIGHTS</b>	FAR 52.227-1	Authorization and Consent (12-07)
	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (8-96)
	FAR 52.227-4	Patent Indemnity – Construction Contracts (12-07)
<b>PAYMENT</b>	FAR 52.232-5	Payments under Fixed-Price Construction Contracts (9-02)
	FAR 52.232-27	Prompt Payment for Construction Contracts (09-05)
	FAR 52.243-6	Change Order Accounting (4-84)
<b>PERFORMANCE</b>	FAR 52.211-10	Commencement, Prosecution, and Completion of Work (4-84)
	FAR 52.211-12	Liquidated Damages – Construction (9-00)
	FAR 52.211-13	Time Extensions (9-00)
	FAR 52.236-26	Pre-Construction Conference (2-95)
	FAR 52.236-28	Preparation of Proposals -Construction (10-97)
	FAR 52.236-5	Material and Workmanship (4-84)
	FAR 52.236-6	Superintendence by the Contractor (4-84)
	FAR 52.236-7	Permits and Responsibilities (11-91)
	GSAM 552.236-79	Samples (4-84)
	FAR 52.236-17	Layout of Work (4-84)
	FAR 52.236-14	Availability and Use of Utility Services (4-84)
	GSAM 552.236-75	Use of Premises (4-84)
	FAR 52.236-10	Operations and Storage Areas (4-84)
	GSAM 552.236-80	Heat (4-84)
	GSAM 552.236-74	Working Hours (4-84)
	FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements(4-84)
FAR 52.236-13	Accident Prevention (11-91) – or-Accident Prevention 11-91)(Alt I) (11-91)(Projects over 1 year in duration or involving hazardous materials)	
FAR 52.236-12	Cleaning Up (4-84)	
FAR 52.222-16	Approval of Wage Rates (2-88)	

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<u>CATEGORY</u>	<u>REFERENCE</u>	<u>CLAUSE NO. AND TITLE</u>
<b>SCHEDULES</b>	FAR 52.236-15	Schedules for Construction Contracts (4-84)
<b>SITE CONDITIONS</b>	FAR 52.236-2 FAR 52.236-3  GSAM 552.236-76	Differing Site Condition's (4-84) Site Investigations and Conditions Affecting the Work (4-84) Measurements (4-84)
<b>SPECIFICATIONS AND DRAWINGS</b>	FAR 52.236-21  GSAM 552.236-77 GSAM 552.236-78	Specifications and Drawings For Construction (2-97) Specifications and Drawings (9-99) Shop Drawings Coordination Drawings, and Schedules(9-99)
<b>STANDARDS OF CONDUCT</b>	FAR 52.203-5  FAR 52.203-7 FAR 52.203.8	Covenant Against Contingent Fees (4-84) Anti-Kickback Procedures (7-95) Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (1-97)
<b>STOP WORK/ TERMINATION</b>	FAR 52.242-14 GSAM 552.211-84  FAR 52.249-2  FAR 52.249-10	Suspension of Work (4-84) Non-compliance with Contract Requirements (2-96) Termination for Convenience of the Government (Fixed-Price) (5-04)(Alt I)(9-96) Default (Fixed-Price -Construction)(4-84)
<b>SUBCONTRACTING</b>	FAR 52.209-6  FAR 52.244-2	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment(9-06) Subcontracts (Fixed Price Contracts)(6-07)
<b>TAXES</b>	FAR 52.229-3	Federal, State, and Local Taxes (4-03)
<b>USE AND POSSESSION</b>	FAR 52.236-11  GSAM 552.236-81	Use and Possession Prior to Completion (4-84) Use of Equipment by the Government (4-84)
<b>VALUE ENGINEERING</b>	FAR 52.248-3	Value Engineering Construction (9-06)(Alt I)(4-84)
<b>WARRANTY AND GUARANTEES</b>	FAR 52.246-21  GSAM 552.246-75	Warranty of Construction (3-94)(Alt I)(4-84) Guarantees (5-89)

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**NOTE: THE FOLLOWING CLAUSES ARE INCORPORATED IN FULL TEXT BECAUSE THEY CONTAIN APPROVED DEVIATIONS TO FEDERAL ACQUISITION REGULATION (FAR) LANGUAGE OR ARE OTHERWISE UNSUITABLE FOR INCORPORATION BY REFERENCE (IBR).**

### **52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)**

(a) *Definitions.* As used in this clause—

"Commercial item" has the meaning contained in Federal Acquisition Regulation [2.101](#), Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212\(a\)](#));

(iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause [52.222-39](#).

(vi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. App. 1241](#) and [10 U.S.C. 2631](#)) (flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#)).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

### **LABOR STANDARDS (CONSTRUCTION CONTRACT) (Applicable to Contracts in Excess of \$2,000)**

### **52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JUL 2005)**

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and ½ times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The

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Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.
- (d) Payrolls and basic records.
  - (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
  - (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.
- (e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

### 52.222-6 DAVIS-BACON ACT (JUL 2005)

(a) Definition.—“Site of the work”—

(1) Means—

- (i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and
- (ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

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- (2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—
- (i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and
  - (ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;
- (3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.
- (b)(1) All laborers and mechanics employed or working upon the site of the work will 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 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 (or cash equivalents 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, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.
- (2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(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 paragraph (e) 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 constructively made or incurred during such period.
- (3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- (4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

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(c)(1) 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 all 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.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and 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, DC 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.

(3) In the event the Contractor, 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 of the Wage and Hour Division 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.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) 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.

(d) 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 Contractor 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.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor 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 Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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### **52.222-7 WITHHOLDING OF FUNDS (FEB 1988)**

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 Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, 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 Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including an apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, 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.

### **52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)**

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. 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 paragraph (d) of the clause entitled Davis Bacon Act, 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 Contractor 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 or 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 ratios and wage rates prescribed in the applicable programs.

(b) (1) The Contractor 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 paragraphs (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 02-005-O14-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify -

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause 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 rebate, either

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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 the Regulations, 29 CFR Part 3; and

(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 set in the applicable wage determination incorporated into the contract

(3) 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 (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor Or subcontractor shall make the records required under *paragraph (a)* of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment 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.

### **52.222-9 APPRENTICES AND TRAINEES (JULY 2005)**

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable 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 wage determination for the work actually performed.

(4) Where a Contractor 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 Contractor's or subcontractor's registered program shall be observed. Every apprentice must

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be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) 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, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at 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 in 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 in 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 OATELS shall be paid not less than the applicable wage rate in 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 in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor 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.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

### **52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

### **52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JULY 2005)**

## Attachment "B" – Installation and Site Preparation / SIN 361-32

(a) *Definition.* "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
- (2) Painting and decorating;
- (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
- (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and
- (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—

- (1) Davis-Bacon Act;
- (2) Contract Work Hours and Safety Standards Act—Overtime Compensation (if the clause is included in this contract);
- (3) Apprentices and Trainees;
- (4) Payrolls and Basic Records;
- (5) Compliance with Copeland Act Requirements;
- (6) Withholding of Funds;
- (7) Subcontracts (Labor Standards);
- (8) Contract Termination—Debarment;
- (9) Disputes Concerning Labor Standards;
- (10) Compliance with Davis-Bacon and Related Act Regulations; and
- (11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

### **52.222-12 CONTRACT TERMINATION - DEBARMENT (FEB 1988)**

## Attachment "B" – Installation and Site Preparation / SIN 361-32

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees,, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance With Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for Debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

### **52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3, and 5 are hereby incorporated by reference in this contract

### **52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)**

The United States Department of Labor has set forth in 29 CFR Parts 5,6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

### **52.222-15 - CERTIFICATION OF ELIGIBILITY (FEB 1988)**

- (a) By entering Into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor'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).
- (b) 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 5.1 2(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S. C. 1001.

### **END OF TERMS AND CONDITIONS APPLICABLE TO INSTALLATION AND SITE PREPARATION OR ANCILLARY REPAIR AND ALTERATION SERVICES REQUIRING MINOR CONSTRUCTION**