INSTRUCTIONS TO CONTRACTORS

ON CONTRACT LABOR REQUIREMENTS

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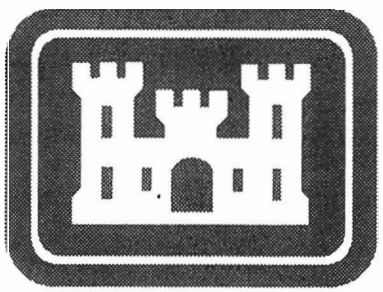
THIS PAMPHLET SUSPERSEDES SWFP 1185-1-1, 1 JUNE 1987

FORT WORTH DISTRICT, CORPS OF ENGINEERS



Labor Relations Office
U.S. Army Corps of Engineers
ATTN: CESWF-CT-C
P. O. Box 17300
Fort Worth, Texas 76102-0300

I hereby acknowledge receipt of one copy of "Instructions to Contractors on Contract Labor Requirements". I understand that my company will be required to comply with the labor provisions contained in:

Government Contract No.:_____

Name of Contract:_____

Location of Contract:_____

_____
Name of (Contractor) (Subcontractor)

_____
Signature and Title

_____
Date

NOTE: A completed receipt is to be attached to, and processed with, the first payroll submitted by the prime contractor and each subcontractor.

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INSTRUCTIONS TO CONTRACTORS ON CONTRACT LABOR REQUIREMENTS

1. **Purpose**. The purpose of this appendix is to advise contractors about the labor provisions contained in federal construction contracts and to inform them how those provisions will be administered and enforced. These instructions do not supersede or revoke any provision or requirement of the contract.

2. **Policy**. An affirmative labor relations program, in keeping with laws, established policies, and regulatory requirements, will be applied throughout the District. The basic intent is that contractor employees at the project site be classified and paid correctly. Hopefully, compliance can be obtained without violations. If not, enforcement procedures will be used to correct violations.

3. **Recommendations**. It is our desire that any contractor bidding a Corps of Engineers (COE) contract be aware of and understand the labor provisions of the contract prior to beginning work at the project site. The following is recommended to assist contractors in understanding these labor provisions and for those contractors who do not know how these provisions are administered and enforced on federal contracts.

a. Review the labor standards provisions contained in the contract and, by law, incorporated in subcontract agreements of any tier. Many of these contract provisions are reproduced for reference and are attached to this Appendix as Attachment 1.

b. Review this instruction pamphlet, which is intended to help contractors understand and comply with the labor provisions.

c. Attend preconstruction conferences scheduled by the COE and encourage all known subcontractors to attend.

d. Offices delegated authority and responsibility for the administration and enforcement of the labor provisions are referred to in this manual as the COE Fort Worth District Labor Relations Office (LRO), or as the COE Field Administrative Offices (FAO). (These offices are also responsible for approving and processing payment estimates.) The LRO is located in the Fort Worth District (FWD) Offices of the COE and the offices referred to herein as the FAO are FWD field sites, i.e., FWD Lake Offices or FWD construction field offices. Obtain clarification for any questions concerning certified payrolls and labor reporting at the preconstruction conference or as the questions or problems arise throughout the contract duration.

e. You will receive documentation concerning the labor provisions of the contract, which will indicate the office (LRO/FAO) administering and enforcing the labor provisions of the contract. The LRO has ultimate responsibility for labor compliance.

f. Disseminate information and issue instructions on compliance with the contract labor provisions to those employees, of the prime and all subcontractors, responsible for the administration of the certified payroll and labor reporting day-to-day operations.

g. Prime contractors should furnish each subcontractor:

(1) A copy of the contract wage decision, or decision(s) with any application of wage decisions. Ensure any modification issued by amendment affecting revision of the contract wage decision(s) is also disseminated.

(2) A copy of the Contracting Officer's letters regarding the requirements of the labor provisions.

(3) A copy of this instruction pamphlet.

(4) A supply of required Government-furnished forms, which may be obtained from the LRO/FAO.

4. **Labor Standards Provisions**. Specific federal labor laws and other regulatory labor requirements are incorporated within construction contracts. The basic labor laws apply to Mechanics and Laborers at the site of the work on contracts in excess of $2,000.00. This means if the prime (or general) contract exceeds $2,000.00, the labor provisions apply to it as well as to any subcontracts at any tier. Specific labor-related provisions are applicable to contracts in excess of $10,000.00 and other provisions will apply to contracts in excess of $500,000.00. Standard labor provisions and certified payrolls recordkeeping are discussed in the following paragraphs. Attachment 2.

a. Mechanics and Laborers. "Mechanics and Laborers" are those who work predominantly with their hands or with construction tools and equipment performing part of the work contracted at the project site. COE labor relations policy is to determine the right classifications for employees by the observation and reporting of duties and tasks being performed and the tools of the trade being utilized.

b. Site of the Work. "Site of the work" normally means the actual site of construction, but may include prefabrication or assembly yards, quarries or borrow pits, batch plants, and similar facilities if they are set up for and serve almost exclusively the particular construction operation. A more complete definition for "site of the work" is included as Attachment 2.

5. **Davis-Bacon Act (DBA)**. This Act requires the contracting agency incorporate predetermined employee classifications and minimum wage rates (including fringe benefits)

in federal construction contracts. These classifications and rates are furnished by the Secretary of Labor, U.S. Department of Labor (DOL) as a wage decision. The Act requires that Mechanics and Laborers be classified to conform with the work performed, and paid at least the minimum hourly rate plus any applicable fringe benefits, determined for the classification in the wage decision. The DBA requires employees be paid no less than once a week at predetermined hourly rates; therefore, contractors are cautioned about the employment of Mechanics and Laborers on a salary or piece-rate basis and of employees classified as Superintendents or Foremen who actually work more than 20 percent of their work day performing craft.

a. Wage Decisions. Wage decisions are issued by the Employment Standards Administration, DOL. The decision(s) must be current at the time of bid opening and award. The decision(s) contained in the awarded contract will be the minimum rates that will be enforced for the duration of the contract.

b. Multiple Wage Decisions. Contracts which are subject to more than one wage decision, i.e., Building, Heavy, or Highway Construction, will have an "Application of Wage Decisions" as a part of the wage decision requirements package. The application requires contractors apply the appropriate wage decision(s) and indicate the wage decision(s) to be applied to their payroll records for their portion of the contracted work.

c. Posting Wage Decisions. Prime contractors are required to post a copy of the wage decision(s), the application of wage decisions, and any approved additional classifications and rates to the wage decision(s), at the project site in a place easily accessible to all employees. A "Notice to Employees" poster, completed to show the nearest COE office, will be furnished by the FAO for posting along with the contract wage decision(s). Most of our contracts require the prime contractor furnish a weatherproof bulletin board for posting this information.

d. Classification of Employees. Employees are to be classified correctly, using classifications as determined in the wage decision(s). The classification must include any zone, group, sizing, capacity, designations, etc. "Journeyman," "Operator," "Apprentice", are not complete classifications. However, "Journeyman Plumber", "Backhoe Operator less 2 ½ CY", "Electrical Apprentice, 5th/65%", annotates a complete employee classification. Classifications may be coded provided a code sheet is furnished with each payroll record to show the exact and complete classification to be applied to employees.

e. Additional Classifications. If a classification is required that is not contained in the wage decision, the prime contractor (and subcontractor if involved) prepares and submits a Standard Form (SF) 1444 to the LRO/FAO, Attachments 3 and 4. The proposed classification and wage rate (including any prevailing fringe benefits) is to conform with, or to, similar craft rates within the wage decision. If the Contractor Industrial Relations Specialist (CIRS) of the LRO, the Prime Contractor, (and Subcontractor if involved) agree to the classification and rate, the CIRS will tentatively approve the SF 1444 and forward it to the

DOL for final approval action. If the listed parties cannot agree, the request with any substantiating documentation is forwarded to the DOL for final determination. When submitting the SF 1444 it is very important that the prime contractor submit only one request per SF 1444. If the Prime Contractor submits more than one classification and rate request per SF 1444, the SF 1444 will be returned to the Prime Contractor without being processed.

f. Fringe Benefits. Fringe benefits determined by a wage decision are paid by the Employer. Payroll records must evidence that the fringe benefits have been paid to the employee(s) in cash, or on behalf of the employee(s) into an approved plan, fund, or program. Attachments 5, 6, and 7.

(1) If a contractor participates in a bona fide plan, fund, or program, the fringe benefit payments made directly to the plan, fund, or program and the hourly amount of contributions made must appear in a separate column or location on the payroll record. The name(s) and addresse(es) of the plan or company to which the employee's fringe benefits are contributed must be annotated on the Statement of Compliance Form (DD Form 879) or the payroll record. Fringe benefits, which are set aside and not taxed until used, should not be included in the gross pay for tax purposes. The Statement of Compliance Form for fringe benefit payments would reflect fringe benefits were paid to a bona fide plan, fund, or program, Block 4(a).

(2) If a contractor does not participate in a bona fide fringe benefit plan, fund, or program, the fringe benefit payments are paid in cash and included in gross earnings. Payroll records and the Statement of Compliance Form would reflect that fringe benefits were paid in cash, Block 4(b).

(3) A contractor may have a combination of the above procedures. If so, the payroll records are to show how fringe benefits are paid for each employee - how much is included in the basic hourly rate and the hourly amount paid into approved plans, funds or programs for the employee(s), and providing the name(s) and address(es) of the approved plans, funds, programs, or receivers, Block 4(c) would be checked and the remarks block completed to accurately reflect the fringe benefit payment arrangements.

(4) If a contractor desires credit for paying fringe benefits to a program, which has not been approved by DOL, a written request containing full information and factual data will be submitted to the LRO for review. The request would include a description of the fringe benefit, such as health insurance, two-week paid vacations, etc., to whom payments are made and how much is to be contributed reduced to an hourly equivalent. Certification is required to evidence that the payments so made are on a guaranteed basis to a bona fide program for the sole benefit of the employee. Any difference between the fringe benefit credit allowed and the fringe benefits required by the contract wage decision(s) are to be paid in cash to the employee. Payroll records and the Statement of Compliance Form would evidence how the fringe benefit payments are made.

(5) Questionable requests for credit for fringe benefits will not be allowed without approval from the Secretary of Labor, DOL.

(6) Fringe benefit payments apply to all hours of work but are not subject to premium pay (See paragraph 6a) regarding overtime law.

(7) Employees should be informed in advance of their employment, and in writing, of a contractor's fringe benefit plan, having the plan fully explained to them.

g. Holiday Pay. Holiday pay applies when the wage decision has a footnote under fringe benefits for "Paid Holidays." This footnote will apply only to the fringe benefits of a specific craft classification.

6. **Contract Work Hours and Safety Standards Act (CWHSSA/Overtime Compensation).**

a. This Act specifically states that no contractor or subcontractor contracted for any portion of the contract requiring or involving the employment of Mechanics and Laborers, shall require in any workweek in which the individual is employed on such work, work in excess of 40 hours unless the Laborer or Mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of the 40 hours in the workweek. If the basic hourly rate has been lowered and the difference paid as fringe benefits, the basic hourly rate on which overtime is computed is the minimum required by the contract wage decision(s) for the classification. Fringe benefits are required to be paid on all overtime hours worked, but are not computed at the time and one-half.

b. When employers violate CHWSSA they are subject to liquidated damages assessed at the rate of $10.00 for each calendar day for each employee(s) required or permitted to work in excess of the standard workweek of 40 hours without payment at the overtime rate or at the correct overtime rate.

c. NOTE OF CAUTION: Piece-Rates & Salary. The hourly rate of pay for a Mechanic or Laborer paid on a salary, or piece-rate basis, is established by dividing the gross weekly payment by the hours worked during the work week. The rate so established must meet or exceed the rate contained in the wage decision for the craft classification, including fringe benefits where applicable, to comply with the DBA. If a salaried or piece-rate employee works over 40 hours per week, the employer is in violation of the overtime law and is required to pay an additional one-half the employee's established rate for the work week for all overtime hours.

7. **Apprentices/Trainees**. Classifications and rates for apprentices/trainees are not included in wage decisions.

a. Apprentices will be permitted to work at less than the predetermined rate for the craft they perform when they are employed pursuant to a bona fide Apprenticeship

Program registered with the DOL or with a State Apprenticeship Agency recognized by DOL. Written evidence (not over 6 months old) and certification that the apprentice/trainee is registered or enrolled must be submitted with the first payroll record annotating the apprentice/trainee and include the registration, rate, & ratio of the apprentice/trainee. Attachment 8.

b. Certification of wage rate. Basic hourly wage rates for apprentices/trainees are usually a percentage of the journeyman's basic hourly wage rate. Fringe benefits for apprentices or trainees are the same as for journeyman, except when a fringe benefit is determined in the wage decision as a percentage of the basic rate. In this latter case, the fringe benefit is a percentage of the apprentice's basic hourly rate.

c. Any employee(s) listed on a payroll as (and paid) at an apprentice wage rate who is not registered and for whom written evidence or certification notice has not been received shall be paid the applicable journeyman wage rate for the classification of work actually performed.

d. Certification as to the permissible ratio of apprentices or trainees to journeyman. The permissible ratio applies to each contract, on a daily basis. If the ratio is certified to be 1 apprentice to 3 journeymen, our policy is to permit 1 apprentice to 1 journeyman; 1 apprentice to 2 journeymen, 1 apprentice to 3 journeymen; with the second apprentice allowed for the 4th journeyman.

(1) The allowable ratio of apprentices to journeymen on the project site in any craft shall not exceed the ratio permitted the Contractor for the entire work force under the registered program.

(2) The step rate, or percentage of progression, is shown on payroll records as part of the employee(s) classification, i.e., "Electrical Apprentice, 5th/65%."

8. **Compliance with Copeland Regulations**. The Copeland (Anti-Kickback) Act requires that only authorized deductions be taken from an employee's pay, i.e., Federal Income Tax, Social Security Tax, State Withholding Tax, etc. These deductions are to be clearly identified and itemized on the payroll records and also described in the center portion of the DD Form 879, Statement of Compliance Form.

a. It is not necessary to include the amount of each deduction on the Statement of Compliance Form. The amount shall be shown on the payroll record.

b. Standard and customary deductions are permissible without approval from DOL. Some Non-Copeland deductions require prior written authorization from the employee(s). The authorization, dated and signed by the employee, is to be attached to the first payroll record showing the deduction being made. The authorization should state the exact reason for the deduction and the amount and frequency of the deduction. Deductions that are not

"standard" or those which appear to be questionable, will require approval from the DOL. An extract from the Code of Federal Regulations, Title 29 - Labor, Part 3, concerning deductions, is attached for guidance. Attachment 9.

c. Taxes: FICA, Medicare, State, and Federal – According to the Simplified Tax and Wage Reporting System (linked to the DOL, Internal Revenue Service (IRS), Social Security Administration (SSA) and Small Business Administration (SBA) websites), it is the responsibility of the Employer to ensure all applicable withholdings for federal income tax and the employee's share of Social Security and Medicare taxes are made from earnings.

9. **Payrolls and Basic Records.** Payrolls and basic labor records must be maintained by the Contractor during the course of the work and preserved for a period of 3 years after contact completion for all Mechanics and Laborers working on the site of work. Such records must contain the name(s), address(es), and social security number(s) of each employee. The addresses and Social Security numbers for all employees are required on the first payroll record indicating the employee. The payroll record must list the employee(s) correct craft classification, hourly rate of pay, daily and weekly hours worked, deductions, and the gross and net wages paid. These records contain, as a minimum, the requirements set forth in the contract clauses. The payroll records are to be submitted weekly, within seven days after the work is performed, to the LRO/FAO. Prime contractors are responsible for ensuring their subcontractors furnish a copy of weekly payroll records within the seven day period. Attachments 10 and 11.

a. The payroll record is at the option of the Contractor. The payroll records must contain the name and address of the contractor, the number, name, and location of the Government contract, and; if applicable, the wage decision for the work performed.

b. The beginning and ending dates of the weekly period covered by the payroll are to be shown. (This is always a 7-day period since employees must be paid no less often than once a week.)

c. The payrolls are numbered consecutively, one number for each week of work, commencing with the first week of work and continuing until completion. The payroll covering the last week of work at the project site is to be marked "Final." (See Payroll Statements, paragraph 11(b)(1), for weeks when no work is performed.)

d. Craft classifications must be listed as contained within the wage decision, or as approved by additional classification and rate procedures. If groups, zones, or equipment sizes are listed on the wage decision(s), they become a part of the craft classification and must be annotated on the payroll record.

e. When a contract contains multiple wage decisions, the decision used for the payroll period is to be shown for the entire payroll or for specific individuals for the dates of work

performed. Compliance will be checked against the highest rate noted for the craft from all contract wage decisions if the applicable wage decision number to be applied is not shown on the payroll record.

f. Daily and weekly hours of work are to be shown for anyone working at the project site as a "Mechanic" or "Laborer".

g. Any travel time is to be shown as a separate entry on the payroll records and identified as such.

h. The hourly rate of pay must be shown for all. NOTE: If an individuals' workweek requires multiple wage decision use through the work week, separation into the craft classifications and hourly rates under which the employee works, will be shown on payroll records. Cash fringe benefits may be included in the basic hourly wage rate, or shown separately. (See paragraph 5f.)

i. Payroll record employee deductions are itemized to eliminate any questions as to how much is being deducted for what. A payroll record showing a deduction not properly identified must be corrected. It is prohibited to show deductions as "Voluntary", "Miscellaneous", or "Other". When employees work on more than one COE contract in a work week, deductions may be consolidated on one payroll, as long as the hours given on the payroll, rate of pay, and gross amount paid are shown to reflect hours worked and gross amount paid for the contract for which the payroll is furnished. Total gross paid each employee for the workweek must be shown before the consolidated deductions are shown. Reference to a master payroll, without furnishing a copy of the master payroll, is prohibited.

NOTE: Form WH-347, (Federal Stock Number 029-005-00014-1) Payroll - For Contractor's Optional Use, is an acceptable combination Payroll-Statement of Compliance Form and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, or from the Government Printing Office, Federal Book Store, 1100 Commerce, Dallas, Texas 75242; telephone 214/767-0076. These forms will not furnished by the LRO or FAO.

10. **Payrolls and Basic Records – Delivery/Task Order Contracts, Indefinite Delivery Quantity (IDQ'S), Job Order Contracts (JOC), Time And Materials (T&M).**

For these contracts, each delivery/task order issued against the contract is to be treated as an individual or "mini" contract. Each order issued by the FAO/Contracting Office will have a sequential number assigned for that order. Each payroll record submitted must include the contractor's and/or subcontractor's name and address, the payroll number, the week beginning/ending dates, the project and location, the wage decision number, the contract number, and the order number issued for work performance. Payroll records for each order will be numbered sequentially beginning with Number 1 and upon completion of the work for the delivery/task order, the notation "Final" placed on the record. Attachment 12.

11. **Statements of Compliance for Payroll Records.**

a. A Statement of Compliance Form is required for each weekly payroll record report. Each payroll report submitted must be accompanied by a "Statement of Compliance," signed by the Contractor and/or Subcontractor. Acceptable forms are:

(1) Statement of Compliance, DD Form 879. This form will be furnished by the LRO/FAO, upon request without charge. Attachments 5 and 6.

(2) Statement on reverse side of WH Form 347, noted previously. (Purchased by the contractor; not furnished by the COE). Attachment 10.

(3) The contractor's own combined Payroll-Statement of Compliance Form, provided the statement is produced in the exact language of the DD Form 879 or Form WH 347 and the following statement is added: "The language of this statement is exactly the language of [DD Form 879 or WH Form 347]."

b. Preparation of Statement. Statements represent a weekly (7-day) period, and are numbered consecutively for each week work is performed on the contract, commencing with the first work week and continuing until the project site work is completed. The last work week statement is marked "Final".

(1) If the payrolls contain discrepancies in dates from one payroll submission to another, the Prime Contractor will be required to send clarification to the LRO/FAO explaining the discrepancy of the time periods in question. Although it is not required, it may be left to the contractors' discretion to require or submit "No-Work" or "Negative" statements on payrolls to facilitate good records keeping for the chronological progression of the labor performance for the contract.

(2) Attention should be given to the completion of the spaces provided to "describe" deductions. This is required by the Copeland (Anti-Kickback) Act, even though the attached payroll records may be self-explanatory. (See Paragraph 8a-b.)

(3) Attention should also be given to completing the spaces for fringe benefit payments. If both "cash" and "fund" payments are applicable, explanations or notations are necessary. Complete the "exceptions" or "remarks" blocks to show clearly how, and to what, plans, funds, or programs you are paying employee fringe benefits and any cash fringe benefits paid to the employee. (See Paragraph 5f.)

12. **Correction of Payrolls.** A payroll once submitted will not be returned for correction.

a. Administrative errors not involving pay to the employees may be corrected, and

initialed by, an authorized representative of the Contractor or Subcontractor at the LRO/FAO Offices. Otherwise, corrective action will be by supplemental, corrected, or subsequent payroll. In some instances, letters of corrective action will be accepted. Letters of corrective action must be approved for use by the LRO to ensure compliance with the labor provisions of the contract.

b. A corrected or supplemental payroll is accompanied by a corrected or supplemental Statement of Compliance Form both identified to be "Corrected" or "Supplemental."

c. If corrections are made by subsequent payroll, the hours and dates for corrected payments are shown as a separate entry on the payroll making the corrections.

d. **Employee restitutions**. When underpayments occur and corrective employee restitution action is required, evidence of payment is furnished with the corrected payroll records. Acceptable evidence would be an acknowledgment for the gross and net amount of restitution, dated and signed by the employee, or a copy of the front and back of an endorsed, processed check identified to correct the underpayment. Employees' Restitution Receipt, SWF Form 1275-J, may be obtained from the LRO/FAO. Attachments 13 and 14.

e. If an employee cannot be located to effect restitution, contractors must furnish evidence of any efforts made to locate the employee. This evidence and a check, made payable to the F&A Officer, USAED, Fort Worth, for the gross amount due, will be forwarded to the LRO with the corrective payroll record. The LRO will process the employee(s) restitution to the General Accounting Office (GAO) for their disposition/disbursement of funds.

13. **Subcontracting**. Several contract provisions apply specifically to subcontracting and requires Contractors include the labor provisions in all subcontract agreements at any tier. A completed Statement and Acknowledgment Form (SF 1413) is to be furnished within fourteen days of subcontract award by the Prime Contractor to the LRO/FAO. This form must be submitted for each Subcontractor at any tier. First-tier Subcontractors are responsible for reporting 2nd-tier Subcontractors to the Prime Contractor, etc. The Prime Contractor "states" what portion of the contract work is subcontracted and to whom. The last Subcontractor involved who will actually perform that portion of the contact work, "acknowledges" the labor provisions. Attachments 15 and 16.

a. SF 1413, furnished without charge, is designed to comply with this provision. Specific requirements are as follows:

(1) The original and one copy of the completed form is submitted to the LRO, with a copy furnished to the FAO and any Field Offices established to administer the construction requirements within fourteen days after award of each subcontract.

(2) Prime contractors are to complete the upper portion of the form (Statement) and sign the middle right portion. Blocks 1-11.

(3) The last-tier subcontractor involved completes and signs the lower portion of the form (Acknowledgment). Intermediate subcontractors are accounted for, but they do not sign the form. Blocks 5, 14, 15, and 16.

(4) An exact and complete description of the subcontracted work is to be shown to eliminate questions on work performed at the project site and to preclude erroneous submission of this form for suppliers. Block 6.

NOTE: Technical Specifications Section identification is not acceptable and may not be used in lieu of an actual description of work.

b. Work performed by an unacknowledged subcontractor may not be included in the contractor's request for partial/progress payment until the SF 1413 is submitted in a satisfactory manner.

c. Payrolls are required for all subcontractors who perform Davis-Bacon Related Acts (DBRA) work at the project site. Subcontractor payrolls must be processed through, and reviewed for compliance by the Prime Contractor prior to the records submission to the LRO/FAO. The ultimate responsibility for contractual compliance with the labor provisions rests with the prime.

d. If a subcontract is awarded to a firm which does not perform DBA work at the project site, the Prime Contractor should so notify the LRO/FAO by letter.

e. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, Acord Forms, and shall make copies available to the Contracting Officer upon request. As an option, the Prime Contractors' certification of subcontractor insurance is acceptable. Attachments 17 and 18.

14. **Employee Leasing Firms**. To determine whether a company which "leases" employees to the Prime or the Subcontractor(s) is considered a bona fide Subcontractor, the following guidance is provided:

a. In those instances where the employee leasing firm does the hiring of the construction employees and carries these employees on the it's payroll the following applies: The leasing firm becomes a 2nd tier subcontractor and shall submit the SF1413 sign the certified payrolls, and the Statement of Compliance Form. This is the case where the employees are hired by the leasing firm and are sent to the construction contractor(s) to perform construction work as instructed at the project site - but remain employees of the

leasing firm and are paid by the leasing firm.

b. In those instances where the Contractor or Subcontractor hires a firm to do the accounting portion of its business; including issuing paychecks to the Contractor's employee's the following applies:

If the Contractor has hired the employees and is the party responsible for informing the leasing firm as to what amount to pay these employees, then the contractor's authorized representative must sign the Statement of Compliance Form for each payroll. The payrolls may be signed by the leasing firm, but a Statement of Compliance Form, for each payroll submitted, signed by the contractor, is still required.

Under these circumstances, the leasing firm is not considered a 2nd tier Subcontractor and is not required to furnish the SF 1413.

15. **Withholding of Funds**. This provision gives the Contracting Office authority to withhold funds from contractor accrued earnings to ensure payment to employees or to cover liquidated damages when violations of the labor provisions have occurred or when there is reason to believe that violations have occurred. Withholdings can be accomplished under the contract on which the violations have occurred or from any other Government contract on which the Prime Contractor is the same.

a. Employees cannot be considered paid until a copy of the payroll record evidencing adequate payment is furnished in an acceptable manner. If a company performs work at the project site and a copy of the payroll showing this work has not been furnished, it shall be assumed that the employees have not been paid, and an estimated amount to cover the employees' earnings will be withheld.

b. A penalty of $10.00 per day may be assessed as liquidated damages for each day an employee is not paid proper overtime compensation.

c. In cases of misclassifications, underpayments, or unauthorized deductions, sufficient funds will be retained from monies due the prime contractor, or all payments suspended, until violations cease and correct payment is evidenced.

d. It is COE labor policy that final contract payments will not be released until the LRO certifies that all the contractual labor provisions have been complied with.

16. **Davis-Bacon and Related Acts (DBRA)**. The rulings and interpretations of DOL, as published in 29 Code of Federal Regulations, Parts 1, 3, and 5, are applicable to the prime contract, as well as to all subcontracts at any tier.

17. **Certification of Eligibility**. The Prime Contractor must certify that neither the prime contractor nor any person or firm having an interest in the contractor's firm is ineligible to be awarded Government contracts and that none of the contract work will be subcontracted to such a person or firm, regardless of the tier of subcontracting.

18. **Disputes Concerning Labor Standards Clause**. Any disagreement between the contractor or any subcontractor and the contracting agency or DOL which concerns the labor provisions will be processed under this clause, and not under the contract general "Disputes" clause. See Attachment 16.

19. **Contract Termination/Debarment**. A contract may be terminated and a contractor or subcontractor may be debarred for breach of any of the contract labor provisions.

20. **Socio-Economic Provisions**. Listed below are several socio-economic contract clauses, monitored either by the Fort Worth District Corps of Engineers, Small Business and Economic Utilization Advisor, Contracting Division, telephone 817/978-4421, or by the Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor 525 Griffin Street, Room 840, Dallas, Texas 75202, telephone 214/767-2911. Some of the clauses pertain only to specific contracts. Information or answers to questions concerning these provisions should be directed as follows:

a. Utilization of Small Business Concerns and Small Disadvantaged Business Concerns - Contracting Division.

b. Small Business and Small Disadvantaged Business Subcontracting Plan - Contracting Division.

c. Utilization of Women-Owned Small Businesses - Contracting Division.

d. Equal Opportunity - OFCCP, DOL.

e. Affirmative Action Compliance Requirements for Construction - OFCCP, DOL.

f. Affirmative Action for Special Disabled and Vietnam Era Veterans - OFCCP, DOL.

g. Affirmative Action for Handicapped Workers - OFCCP, DOL.

21. **Related Provisions and Requirements**. Other laws, regulations, policies, and requirements relate to the basic labor provisions of the contracts. Those that have raised questions or caused problems in the past are noted and discussed for information and guidance.

a. Labor Disputes. Threatened or actual work stoppages, strikes, labor disputes, and related labor controversies that affect the construction progress in any way will be promptly reported to the LRO/FAO.

(1) Contractors are obligated to take necessary action to resolve disputes which affect the progress of construction at the project site.

(2) Picketing is not permitted on Government installations. Installation commanders are responsible for all activities at an installation. If picketing occurs at an installation, the installation commander may establish controlled entrances. If controlled entrances are established, contractors are expected to comply with installation directives on the use of these entrances.

b. Representatives of Labor Organizations. Representatives of labor organizations are normally permitted to visit construction sites, provided clearance is obtained. Installation commanders cannot permit entry of certain persons to some construction areas.

c. Representatives of DOL. Our contracts provide that representatives of the DOL may interview employees and examine contractor's records. This is usually necessary when an allegation of violations is being investigated on a coordinated basis with the LRO.

d. Project Site Interviews. Our contracts provide for interviewing contractor employees at the project site during working hours. LRO/FAO employees will be interviewing employees at the project site during working hours. They will be observing the work, checking payrolls, or otherwise inspecting and checking for compliance with the labor provisions. They will also be requesting prompt correction of any violations found.

e. Working Owners. An owner of a bona fide company performing mechanic or laborer work at the project site is reported by payroll record procedure as any other mechanic or laborer, except that the amount of payment is not shown, only hours worked on the contract must be shown. Classification and daily hours of work are shown with a notation, "Owner", or other applicable title, in lieu of wage rate and payment. An "Owner," "Co-owner," or "Partner" must own at least 20 percent of the company in order to be exempt from the labor provisions.

f. Owner-Operators (of Hauling Equipment). Bona fide "Owner-Operators" of hauling equipment (mainly dump trucks) are exempt from most labor provisions. The contractor paying the owner-operators may report the Owner-Operators on his payroll records, giving their name, address, Social Security number, and classification, with certification that they are Owner-Operators. Hours of work and amount of pay are not required.

g. Rental Equipment with Operator. When contractors rent equipment with an operator, the operator is paid at least the minimum rate required by the contract for the

equipment operated. The payroll records of the contractor renting the equipment with the operator would show the classification, hours of work, and actual payments. The difference between the minimum rate required for the operator and the total paid for rent of the equipment (with an operator) must be a fair and reasonable rental rate for the equipment. The operator must receive at least the minimum hourly rate required by the contract wage decision for the classification of work performed.

h. Foremen, Superintendents & Quality Control Personnel. Foremen and Superintendents who perform Mechanic or Laborer duties more than 20 percent of their time are subject to the labor provisions. For the time of their work, they are to be classified for the work they perform as any other "Mechanic" or "Laborer," and paid no less than the contract rate for that craft classification, including premium pay for any overtime worked. Supervisory, QC, or Administrative Personnel (only) are not covered by the DBRA and as such are not required to be reported on payrolls.

i. Employment of Undocumented Workers (Illegal Aliens). Our contracts do not have provisions to prevent employment of undocumented workers except in restricted areas where employee clearances are required. The labor provisions will be enforced for undocumented workers as for any other Mechanic or Laborer. In the event, these workers are picked up at the project site by Immigration authorities, contractors are to assure that these workers are paid in full for any amounts due them for work performed under the contract.

j. Fair Labor Standards Act. Enforcement of the Fair Labor Standards Act (including the Child Labor Laws) is assigned to DOL. All inquiries about the Fair Labor Standards Act for projects in Arkansas, Louisiana, New Mexico, Oklahoma, and Texas should be made to the Regional Administrator for Wage-Hour, Employment Standards Administration, U.S. Department of Labor, Room 858, 525 Griffin Street, Dallas, Texas 75202, telephone 214/767-6891. The Regional Director has numerous representatives throughout the 5-state area. FAO's are responsible for controlling the employment of minors because of the safety factors involved in construction. The basic guidelines are:

(1) A person under 18 years of age is not permitted to work on "hazardous" construction. Any question on the interpretation of "hazardous" should be referred to COE, Fort Worth District Safety Office, or the DOL, Wage-Hour Division.

(2) Under the Fair Labor Standards Act (FLSA), Child Labor, 14 and 15-year old minors are prohibited from working on construction projects. This includes the prohibition of any power equipment machinery or "repair" projects. Employers may be subject to a civil monetary penalty of up to $10,000 for each employer who is the subject of a child labor violation.

k. Convict Labor. This clause prohibits the employment of persons undergoing sentences of imprisonment at hard labor imposed by state or municipal criminal courts. The

requirement does not prohibit the employment of persons on parole or probation, or of persons who have been pardoned or who have served their terms.

22. **Conclusion**.

a. It is Fort Worth District Labor Relations policy to instruct and advise contractors about the labor provisions and request compliance rather than resort to time-consuming investigations, withholding of funds, penalties, debarment termination, or prosecution.

b. We expend a lot of time and effort to include current labor provisions in advertised contracts for "fair bidding". We expect contractors to bid our contracts with the intention of complying with the labor provisions. Any questions you may have with regard to "fair bidding", and labor should be directed to the LRO.

c. Investigation reports are required for willfull or major violations of the labor provisions. A copy of a portion of the regulations which contracting officers must follow in preparing these investigation reports is attached to point out that prevention of violations can save the contractor time, money, and reputation. Attachment 19.

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Attachment Number	Title
1	Labor Provisions (FAR Clauses)
2	Site of Work Definition
3	SF 1444 (Sample)
4	SF 1444 (Blank)
5	Statement of Compliance (Sample)
6	Statement of Compliance (Blank)
7	Fringe Benefit Illustration
8	Apprenticeship Certification (Sample)
9	Copeland Provisions
10	Certified Payroll (Sample)
11	Certified Payroll (Blank)
12	Certified Payroll (Task/Delivery Order Sample)
13	SF 1275-J (Sample)
14	SF 1275-J (Blank)
15	SF 1413 (Sample)
16	SF 1413 (Blank)
17	Certification of Subcontractor Insurance (Sample)
18	Certification of Subcontractor Insurance (Blank)
19	Contracting Agency Investigations (General)

FAR 52.203-7 ANTI-KICKBACK PROCEDURES
FAR 52.219-8 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN OWNED SMALL BUSINESS CONCERNS
FAR 52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE I)
FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
FAR 52.222-3 CONVICT LABOR
FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
FAR 52.222-6 DAVIS-BACON ACT
FAR 52.222-7 WITHHOLDING OF FUNDS
FAR 52.222-8 PAYROLLS AND BASIC RECORDS
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FAR 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS
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FAR 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

Attachment 1

FAR 52.203-7 Anti-Kickback Procedures (Jul 1995)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract..

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

Attachment 1

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed $100,000.

FAR 52.219-8 Utilization of Small Business Concerns (Oct 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions*. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

FAR 52.219-9 Small Business Subcontracting Plan (Oct 2000)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $500,000 ($1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to

locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns byaranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts.* This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report.* This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

Alternate I (Oct 2000). **When contracting by sealed bidding rather than by negotiation, substitute the following paragraph (c) for paragraph (c) of the basic clause:**

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

Alternate II (Oct 2000). **As prescribed in 19.708(b)(1), substitute the following paragraph (c) for paragraph (c) of the basic clause:**

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

FAR 52.222-1 Notice to the Government of Labor Disputes (Feb 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

FAR 52.222-3 Convict Labor (Aug 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on

parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

FAR 52.222-4 Contract Work Hours and Safety Standards Act--Overtime Compensation (Sept 2000)

(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 1/2 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 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 exceeding $100,000 and require subcontractors to include these provisions in any 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.

FAR 52.222-6 Davis-Bacon Act (Feb 1995)

(a) 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, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. 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 (d) 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. 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. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(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

Attachment 1

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 subparagraphs (b)(2) and (b)(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.

(c) 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.

(d) 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.

FAR 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 any 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.

FAR 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 paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) 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 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 specified 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.

FAR 52.222-9 Apprentices and Trainees (Feb 1988)

(a) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allow- able 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. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, 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. 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 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. 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. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.* 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. The ratio of trainees to journeymen on the

job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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 Employment and Training Administration 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. In the event the Employment and Training Administration 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.

FAR 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.

FAR 52.222-11 Subcontracts (Labor Standards) (Feb 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the 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, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination--Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the

Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) 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.

FAR 52.222-12 Contract Termination--Debarment (Feb 1988)

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.

FAR 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.

FAR 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.

FAR 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 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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FAR 52.222-16 Approval of Wage Rates (Feb 1988)

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this contract must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the contract. Any amount paid by the Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

FAR 52.222-17 Labor Standards for Construction Work--Facilities Contracts (Feb 1988)

(a) In the event that construction, alteration, or repair (including painting and decorating) of public buildings or public works is to be performed hereunder, the Contractor shall comply with the following listed clauses of the Federal Acquisition Regulation in performance of such work:

(1) Contract Work Hours and Safety Standards Act--Overtime Compensation at 52.222-4.

(2) Davis-Bacon Act at 52.222-6.

(3) Withholding of Funds at 52.222-7.

(4) Payrolls and Basic Records at 52.222-8.

(5) Apprentices and Trainees at 52.222-9.

(6) Compliance with Copeland Act Requirements at 52.222-10.

(7) Subcontracts (Labor Standards) at 52.222-11.

(8) Contract Termination--Debarment at 52.222-12.

(9) Compliance with Davis-Bacon and Related Act Regulations at 52.222-13.

(10) Disputes Concerning Labor Standards at 52.222-14.

(11) Certification of Eligibility at 52.222-15.

(b) Upon determination by the Contracting Officer that the Davis-Bacon Act is applicable to any item of work to be performed hereunder, a determination of the prevailing wage rates shall be incorporated into the contract by modification.

(c) No construction, alteration, or repair (including painting and decorating) of public buildings or public works shall be performed under this contract without incorporation of the wage determination unless the Contracting Officer authorizes the start of work because of unusual or emergency situations, in which case the wage determination shall be incorporated as soon as possible and made retroactive to the start of the work.

FAR 52.222-26 Equal Opportunity (Feb 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to--

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized

in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

***Alternate I (Feb 1999)*. As prescribed in 22.810(e), add the following as a preamble to the clause:**

Notice: The following terms of this clause are waived for this contract: _____ [*Contracting Officer shall list terms*].

FAR 52.222-27 Affirmative Action Compliance Requirements for Construction (Feb 1999)

(a) *Definitions*. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly Federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through

membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of $10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading

programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation

employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided, the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (*e.g.*, mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated

trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; *however*, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (*e.g.*, those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FAR 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)

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

"All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

"Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) *General.* (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual

because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) *Listing openings*. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of $10,000 or more shall also list all employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) *Postings.* (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

(f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

Alternate I (Apr 1984). As prescribed in 22.1308(a)(2), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: _____ [*List term(s)*].

FAR 52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998)

(a) *General.* (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.* (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (*e.g.*, the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

Alternate I (Jun 1998). As prescribed in 22.1408(b), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: _____ [*List term(s)*].

FAR 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date:

(1) As of the end of any pay period during the period January through March 1st of the year the report is due, or

(2) As of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

FAR 52.222-41 Service Contract Act of 1965, as Amended (May 1989)

(a) *Definitions.* "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, *et seq.*).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of

any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR part 4.

(c) *Compensation*. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (*i.e.*, the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (*i.e.*, appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the

Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or

determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts.* If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as

provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees*. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) *Safe and sanitary working conditions*. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records*. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the

Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts*. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) *Collective bargaining agreements applicable to service employees*. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list*. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations*. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's certification.* (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency

which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) *Disputes concerning labor standards*. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 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.

SITE OF THE WORK – 29 CFR Subtitle A

(1) The term "site of the work" is defined as follows:

(1) The "site of the work" is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed and, as discussed in paragraph (1)(2) of this section, other adjacent or nearby property used by the contractor or subcontractor in such construction which can reasonably be said to be included in the site.

(2) Except as provided in paragraph (1)(3) of this section, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., are part of the site of the work provided they are dedicated exclusively, or nearly so, to performance of the contract or project, and are so located in proximity to the actual construction location that it would be reasonable to include them.

(3) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, and tool yards of a contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal or federally assisted contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, etc., of a commercial supplier or materialman 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 where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a contract.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX
☐ SERVICE CONTRACT
☒ CONSTRUCTION CONTRACT

FORM APPROVED OMB NUMBER 9000-0089

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

NOTE: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16 AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER

1. TO: ADMINISTRATOR, Employment Standards Administration
WAGE AND HOUR DIVISION
U.S. DEPARTMENT OF LABOR
WASHINGTON, D.C. 20210

2. FROM: (REPORTING OFFICE)
USAED, Fort Worth, ATTN: CESWF-CT-C (LABOR)
P.O. Box 17300, Fort Worth, TX 76102-0300

3. CONTRACTOR (Prime on ALL)
ABC Construction Co., 123 Bluebird Lane, El Paso, TX 78986

4. DATE OF REQUEST
October 5, 1999

5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SCA ONLY)
DACA63-99-C-0001	September 18, 1999	September 30, 1999	October 2, 1999	

10. SUBCONTRACTOR (IF ANY) (Complete if the request is for a subcontractor's work force.)
ComTech Communications Systems, 446 Robin Lane, El Paso, TX 78986

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)
Tactical Equipment Shop and Associated Facilities, Fort Bliss, TX

12. LOCATION (CITY, COUNTY AND STATE)
Fort Bliss, El Paso County, Texas

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: TX990009 DATED: Mod 2, 05/29/1999

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY) (Use reverse or attach additional sheets, if necessary)	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS
Lead Cable Technician (Low Voltage Telephone Cable) Lead and inspect cable pullers in the field. Assure proper cable installation IAW the contract specifications.	18.00	2.00

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)
N/A or Subcontractor's signature

15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE
Prime on ALL

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE
If known employee(s) signature(s) or the statement "Unknown at this time".

TITLE
Title of Block 16

CHECK APPROPRIATE BOX REFERENCING BLOCK 13.
☐ AGREE ☐ DISAGREE
lock 16 Rep must check.

TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.406-3 (DBA))

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send copies 1, 2, and 3 to Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NO.	DATE SUBMITTED
Completed by the Fort Worth District Labor Relations Section.		

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX
☐ SERVICE CONTRACT
☐ CONSTRUCTION CONTRACT

FORM APPROVED OMB NUMBER
90004089

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

NOTE: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16 AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER

1. TO:	2. FROM: (REPORTING OFFICE)
ADMINISTRATOR, Employment Standards Administration WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. 20210	

3. CONTRACTOR	4. DATE OF REQUEST

5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SCA ONLY)

10. SUBCONTRACTOR (IF ANY)

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY AND STATE)

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: _____ DATED: _____

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY) (Use reverse or attach additional sheets, if necessary)	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX REFERENCING BLOCK 13.
		☐ AGREE ☐ DISAGREE

TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.406-3 (DBA))

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED

(Send copies 1, 2, and 3 to Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NO.	DATE SUBMITTED

NSN 7540-01-268-0631 EXPIRATION DATE: 3-31-93 1444-102 **STANDARD FORM 1444** (REV. 12-90)
Previous edition is usable. Prescribed by GSA - FAR (48 CFR) 53.222(f)

Attachment 4

STATEMENT OF COMPLIANCE

Form Approved
OMB No. 1215-0149
Expires Aug 31, 1994

Public reporting burden for this collection of information is estimated to average 16 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (1215-0149), Washington, DC 20503.
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. RETURN THE COMPLETED FORM TO THE CONTRACTING OFFICER.

1. PAYROLL NUMBER	2. PAYROLL PAYMENT DATE (YYMMDD)	3. CONTRACT NUMBER	4. DATE (YYMMDD)
01	991008	DACA63-99-C-0001	991008

I, Ida Doe (Name of signatory party), Payroll Administrator (Title) do hereby state.

(1) That I pa or supervise thepayment of the persons employed by ABC Construction Company (Contractor or subcontractor) Tactical Equipment Shop and Associated on the Facilities, Fort Bliss, TX (Building or work); that during the payroll period commencing on the 1 s t day of October, 19 99 and ending the 7th day of October, 19 99 all persons employed on said project have been paid the full weekly wages earned. that no rebates have been or will be made either directly or indirectly to or on behalf of said ABC Construction Company (Contractor or subcontractor) from the full weekly wager earned by any person and that no deductions have been made either directly or indirectly from the full wager earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secreta y of Labor under the Copeland Act, as amended (48 Stat 94.9, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

FICA City Work Fees Dues

Federal Withholding Taxes Medicare Wage Advances/Child Support

(LIST ALL DEDUCTIONS MADE FROM EMPLOYEE EARNINGS - COPELAND AND NON-COPELAND)

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wa ge determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency reco nized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a 3tate, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS. FUNDS, OR PROGRAMS

[X] - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, paymentsof fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

[X] - Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the rum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (Craft)	EXPLANATION
Brick Mason Tenders	Are paid fringe benefits, as listed in the wage decision. in cash.
Bricklayers	Are paid fringe benefits, as listed in the wage decision, to funds as noted in Remarks.

5. REMARKS

Fringe benefit payments made to: United Bricklayers, 234 Bold Street, El Paso, TX 78986
$.75 - Pension $.50 Training $1.62 H&h'

6. NAME (Last, First, Middle Initial)	7. TITLE	8. SIGNATURE
Doe, Ida J.	Payroll Administrator	(Signature)

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the united States code.

DD Form 879, AUG 92 *Previous editions are obsolete.*

STATEMENT OF COMPLIANCE

Form Approved
OMB NO. 1215-0149
Expires Aug 31, 1994

Public reporting burden for this collection of information is estimated to average 16 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (1215-0149), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. RETURN THE COMPLETED FORM TO THE CONTRACTING OFFKER.

1. PAYROLL NUMBER	2. PAYROLL PAYMENT **DATE (YYMMDD)**	3. CONTRACT NUMBER	4. DATE *(YYMMDD)*

I, _____ do hereby state.
(Name of signatory party) *(Title)*

(1) That pay or supervise the payment of the persons employed by _____
(Contractor or subcontractor)

on the _____ ; that during the payroll period commencing on the _____ day of
(Building or work)

_____ , 19 and ending the day of _____ , 19 _____ all persons employed on said project have been paid the full weekly wages earned. that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by any person
(Contractor or subcontractor)

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations. Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended *(48* Stat *948,* 63 *Stat. 108,* 72 Stat. 967; 76 Stat. 357; 40 *U.S.C. 276c),* and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE **FRINGE** BENEFITS ARE PAID TO APPROVED PLANS. FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, paymentsof fringe benefits as listed in the **contract** have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE **PAID** IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (Craft)	EXPLANATION

5. REMARKS

6. NAME (Last, *First, Middle Initial)*	7. TITLE	3. SIGNATURE

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.
See *Section 1001* of Title *18* and *Section 231 of Title 31 of the United States Code.*

DD Form 879, AUG 92 Previous editions are obsolete.

Attachment 6

Subpart A – Davis-Bacon and Related Acts Provisions and Procedures – 29 CFR

Sec. 5.30 Types of wage determinations.

(a) When fringe benefits are prevailing for various classes of laborers and mechanics in the area of proposed construction, such benefits are includable in any Davis-Bacon wage determination. Illustrations, contained in paragraph (c) of this section, demonstrate some of the different types of wage determinations which may be made in such cases.

(b) Wage determinations of the Secretary of Labor under the act do not include fringe benefits for various classes of laborers and mechanics whenever such benefits do not prevail in the area of proposed construction. When this occurs the wage determination will contain only the basic hourly rates of pay, that is only the cash wages which are prevailing for the various classes of laborers and mechanics. An illustration of this situation is contained in paragraph (c) of this section.

(c) Illustrations:

Fringe benefits payments						
Classes	Basic hourly rate	Health and welfare	Pensions	Vacations	Apprenticeship program	Others
Laborers	$3.25					
Carpenters	4.00	$0.15				
Painters	3.90	.15	$0.10	$0.20		
Electricians	4.85	. .10	.15			
Plumbers	4.95	.15	.20		$0.05	
Ironworkers	4.60			.10		

(It should be noted this format is not necessarily in the exact form in which determinations will issue; it is for illustration only.)

Attachment 7

10127 Morocco Street, Suite 112
San Antonio, Texas 78216
Reply to the Attention of:
Phone: 2 10-308-4592
Fax: 2 10-308-4593

September 29, 1998

CERTIFICATION

The following named apprentices are registered with this agency and are participating in the following approved program:

The ratio of this program is: One **(1) apprentice& three (3) journeypersons.**

NAME	TRANNG PERIOD	DATE REGISTERED
	7th **Period**	August **1, 1995**

CURRENT WAGE SCALE

Probationary Period _____
1st period: 40%
2nd period: 45%
3rd period: 50%
4th period: 55%
5th period: 60%
6th period: 65%

6th period: 65%
7th period: 70%
8th period: 75%

CONTRACT NO.:
LOCATION OF PROJECT:
CONTRACTING AGENCY:

This certification is limited to the above job and is valid only as long as the apprentices listed above are registered.

Mary J. Farrell
Apprenticeship and Training Representative

TITLE 29—LABOR PART 3—CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES—

Sec. 3.1 – Purpose and scope. This part prescribes ``anti-kickback'' regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Sec. 3.2 – Definitions. As used in the regulations in this part: [[Page 25]] (a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part. (b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor. (c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal

agency is a contracting party, regardless of whether title thereof is in a Federal agency. (d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance. (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer. (f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation. (g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities. [29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

Sec. 3.3 - Weekly statement with respect to payment of wages. (a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees. (b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered [[Page 26]] by this part **3** and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, ``Statement of Compliance", or on an identical form on the back of WH 347, ``Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office. (c) The requirements of this section shall not apply to any contract of $2,000 or less. (d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify. [29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

Sec. 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records. (a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor. (b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor. (Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017) [29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

Sec. 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor. Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor: (a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes. (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds. (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists. (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or [[Page 27]] annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) It is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona

fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) The deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee. (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes. (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross. (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations. (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law. (j) Any deduction not more than for the ``reasonable cost'' of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept. (k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees. [29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

Sec. 3.6 - Payroll deductions permissible with the approval of the Secretary of Labor. Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that: (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise; [[Page 28]] (b) The deduction is not otherwise prohibited by law; (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective

bargaining agreement between the contractor or subcontractor and representatives of its employees; and (d) The deduction serves the convenience and interest of the employee.

Sec. 3.7 - Applications for the approval of the Secretary of Labor. Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section: (a) The application shall be in writing and shall be addressed to the Secretary of Labor. (b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions. (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance. (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made. (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. [29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

Sec. 3.8 - Action by the Secretary of Labor upon applications. The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Sec. 3.9 - Prohibited payroll deductions. Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

Sec. 3.10 - Methods of payment of wages. The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Sec. 3.11 - Regulations part of contract. All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

OMB No.: 1215-0149
Expires: 06-30-97

NAME OF CONTRACTOR [X] OR SUBCONTRACTOR [ ]: ABC Construction Company

ADDRESS: 123 Bluebird Lane, El Paso, TX 78986

PAYROLL NO: 01

FOR WEEK ENDING: 10-07-39

PROJECT AND LOCATION: Tactical Equipment Shop and Associated Facilities, Fort Bliss, TX

PROJECT OR CONTRACT NO.: DACA63-99-C-0001

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OR ST.	(4) DAY AND DATE: S 1	M 2	T 3	W 4	T 5	F 6	S 7 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	M/C	CITY FEES	DUES XXXXX	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Paul Johnson 63 Oak Street El Paso, TX 78986 000-00-0000	M2	Bricklayer	O							10	10	FB 2.87 25.16	251.60 670.80					GARN 125.00 43.00		
			S	0	8	8	8	8	8		40	FB 2.87 16.77	922.40	48.00	60.00	9.00	10.00		295.00	627.40
John Peters Apt. 245 Switt El Paso, TX 78986 000-00-0000	S1	Apprentice 2nd 6 Mos 50%	O							10		FB 2.87 12.58	125.80 335.60					ADV 25.00 21.50		
			S	0	8	8	8	8	8		40	FB 2.87 8.39	461.40	24.00	30.00	4.50	5.00		110.00	351.40
Jose Lopez 1215 W.J. Boaz Road El Paso, TX 78986 000-00-0000	M1	Brick Mason Tender	O							10	10	13.81	138.10 394.00							
			S	0	8	8	8	8	8		40	9.85	532.10	28.00	42.00	6.25	6.00	---	76.20	455.90
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room N3502, 200 Constitution Avenue, N.W.,

Date 991008

I, Ida J. Doe (Name of Signatory Party), Payroll Administrator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by ABC Construction Company (Contractor or Subcontractor) on the Tactical Equipment Shop and Associated Facilities, Ft. Bliss, TX (Building or Work); that during the payroll period commencing on the 1st day of October, 19 99, and ending the 7th day of October, 19 99, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said ABC Construction Commapny (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

FICA City Work Fees Dues

Federal Withholding Taxes Medicare Wage Advances

Child Support

(LIST ALL DEDUCTIONS MADE FROM EMPLOYEE EARNINGS - COPELAND AND NON-COPELAND)

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ — In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Brick Mason Tenders	Are paid fringe benefits, as listed in the wage decision, in cash.
Bricklayers	Are paid fringe benefits, as listed in the wage decision, to funds as noted in Remarks.

REMARKS:

Fringe benefits payments made to:
United Bricklayers
234 Bold Street
El Paso, TX 78986

$.75 - Pension $.50 - Training $1.62 - H&W

NAME AND TITLE	SIGNATURE
Ida J. Doe Payroll Administrator	(signature)

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

*U.S. Government Printing Office: 1997 - 421-568

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 06-30-97

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room N3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

FORM WH-347, Revised Nov. 1996 — FORMERLY SOL 184 — ***PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS***

Date _____

I, _____ (Name of Signatory Party), _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

_____ (Contractor or Subcontractor) on the _____ (Building or Work)

_____ ; that during the payroll period commencing on the _____

day of _____, 19____, and ending the _____ day of _____, 19____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

*U.S. Government Printing Office: 1997 - 421-568

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 06-30-97

NAME OF CONTRACTOR [X] OR SUBCONTRACTOR [ ]: ABC Construction Company

ADDRESS: 123 Bluebird Lane, El Paso, TX 78986

PAYROLL NO.: 01, Task Order 91

FOR WEEK ENDING: 10-07-99

PROJECT AND LOCATION: Install Two Kilns, Bldg 4220, Arts & Craft Facility, Fort Bliss, TX

PROJECT OR CONTRACT NO.: DACA63-00-D-0210, T.O. 91

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE S 1	M 2	T 3	W 4	T 5	F 6	S 7	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX	M/C	CITY FEES	DUES ~~UNION~~	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Paul Johnson 63 Oak Street El Paso, TX 78986 000-00-0000	M2	Bricklayer	o							10	10	FB 2.87 25.16	251.60 670.80					GARN 125.00 43.00		
			s	0	8	8	8	8	8		40	FB 2.87 16.77	922.40	48.00	60.00	9.00	10.00		295.00	627.40
John Peters Apt. 245 Switt El Paso, TX 78986 000-00-0000	S1	Apprentice 2nd 6 Mos 50%	o							10		FB 2.87 12.58	125.80 335.60					ADV 25.00		
			s	0	8	8	8	8	8		40	FB 2.87 8.39	461.40	24.00	30.00	4.50	5.00	21.50	110.00	351.40
Jose Lopez 1215 W.J. Boaz Road El Paso, TX 78986 000-00-0000	M1	Brick Mason Tender	o							10	10	13.81	138.10 394.00							
			s	0	8	8	8	8	8		40	9.85	532.10	28.00	42.00	6.25	6.00	---	76.20	455.90
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All work performed under TX000064,		Heavy Construction Projects	o																	
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FORM WH-347, Revised Nov. 1998 — FORMERLY SOL 184 — *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Date 991008

I, Ida J. Doe, Payroll Administrator
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by ABC Construction Company on the Task Order 91, Install Two Kilns, Bldg. 4220, Arts & Craft Facility, Fort Bliss, TX
(Contractor or Subcontractor) (Building or Work)

DACA63-00-D-0210 ; that during the payroll period commencing on the 1st day of October, 19 99, and ending the 7th day of October, 19 99,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

ABC Construction Company from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

FICA City Work Fees Dues

Federal Withholding Taxes Medicare Wage Advances/Child Support

(LIST ALL DEDUCTIONS MADE FROM EMPLOYEE EARNINGS - COPELAND AND NON-COPELAND)

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ — In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Brick Mason Tenders	Are paid fringe benefits, as listed in the wage decision, in cash.
Bricklayers	Are paid fringe benefits, as listed in the wage decision, to funds as noted in Remarks.

REMARKS: Fringe benefit payments made to: United Bricklayers, 234 Bold Street, El Paso, TX 78986
$.75 - Pension $.50 Training $1.62 - H&W

ALL WORK PERFORMED UNDER WAGE DECISION TX000064, HEAVY CONSTRUCTION PROJECTS

NAME AND TITLE	SIGNATURE
Ida J. Doe, Payroll Administrator	(Signature)

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

EMPLOYEE'S RESTITUTION RECEIPT

NAME & ADDRESS OF PRIME CONTRACTOR
ABC Construction Company
123 Bluebird Lane
El Paso, TX 78986

DATE: October 25, 1999

DISTRICT: Fort Worth

CONTRACT NO. DACA63-99-C-0001

NAME & ADDRESS OF SUBCONTRACTOR
Complete Communications Systems
446 Robin Lane
E Paso, TX 78986

PROJECT: Tactical Equipment Shop and Associated Facilities, Fort Bliss, TX

EMPLOYEE'S NAME & ADDRESS	PERIOD COVERED	CLASSIFICATION	HOURS WORKED		HOURLY RATE ACTUALLY PAID		HOURLY RATE IN CONTRACT	
			ST	OT	ST	OT	BHR	FB
David Wilson PO Box 6 El Paso, TX 78984	10-30-99 to 11-06-99	Lead Cable Technician	40	-0-	18.00	-0-	18.00	2.00

AMOUNT OF GROSS WAGES EARNED FROM HOURS INDICATED ABOVE IN ACCORDANCE WITH CONTRACT RATES: $800.00

AMOUNT OF WAGES ACTUALLY RECEIVED FOR HOURS INDICATED ABOVE: $720.00

GROSS AMOUNT OF WAGE RESTITUTION DUE: $ 80.00

I DO HEREBY CERTIFY THAT I HAVE RECEIVED WAGE RESTITUTION DUE AS FOLLOWS:

GROSS AMOUNT: $80.00

LESS LEGAL PAYROLL DEDUCTIONS: $20.00

NET PAY RECEIVED: $60.00

THE ABOVE REPRESENTS FULL RESTITUTION FOR THE HOURS WORKED AS INDICATED ABOVE.

(Signature)

(SIGNATURE OF EMPLOYEE)

AS REPRESENTATIVE OF THE ABOVE NAMED (CONTRACTOR OR SUBCONTRACTOR), I DO HEREBY CERTIFY THAT PAYMENT HAS BEEN MADE TO THE ABOVE EMPLOYEE FOR *WAGES DUE AS INDICATED ABOVE.*

(Signature) — Bookkeeper

(SIGNATURE) — *(TITLE)*

ComTech Communications Systems

BC Construction Ida J. Doe, Notary Public

(SIGNATURE & ADDRESS OF IMPARTIAL WITNESS OR NOTARY)

IF Form 1275-J
14 Aug 85

(SWFOC-L SOP)

EMPLOYEE'S RESTITUTION RECEIPT

NAME & ADDRESS OF PRIME CONTRACTOR	DATE: DISTRICT CONTRACT NO.
NAME & ADDRESS OF SUBCONTRACTOR	PROJECT

EMPLOYEE'S NAME & ADDRESS	PERIOD COVERED	CLASSIFICATION	HOURS WORKED		HOURLY RATE ACTUALLY PAID		HOURLY RATE IN CONTRACT	
			ST	OT	ST	OT	BHR	FB

AMOUNT OF GROSS WAGES EARNED FROM HOURS INDICATED ABOVE IN ACCORDANCE WITH CONTRACT RATES: _____

AMOUNT OF WAGES ACTUALLY RECEIVED FOR HOURS INDICATED ABOVE: _____

GROSS AMOUNT OF WAGE RESTITUTION DUE: _____

DO HEREBY CERTIFY THAT I HAVE RECEIVED WAGE RESTITUTION DUE AS FOLLOWS:

GROSS AMOUNT:

LESS LEGAL PAYROLL DEDUCTIONS:

NET PAY RECEIVED:

THE ABOVE REPRESENTS FULL RESTITUTION FOR THE HOURS WORKED AS INDICATED ABOVE.

_____
(SIGNATURE OF EMPLOYEE)

AS REPRESENTATIVE OF THE ABOVE NAMED *(CONTRACTOR OR SUBCONTRACTOR)*, DO HEREBY CERTIFY THAT PAYMENT HAS BEEN MADE TO THE ABOVE EMPLOYEE FOR WAGES DUE AS INDICATED ABOVE.

_____ _____
(SIGNATURE) *(TITLE)*

_____
(SIGNATURE & ADDRESS OF IMPARTIAL WITNESS OR NOTARY)

STATEMENT AND ACKNOWLEDGMENT

FORM APPROVED OMB NO. 9000-0014

Public reporting burden for this collection of information is estimated to average .15 hours per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project 19000.0014), Washington, D.C. 20503.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER
DACA63- -C- OR DACW63- -C-	(Date "B" Signs)	(Prime Contractor Internal Numbering)

4. PRIME CONTRACTOR (Name, address and ZIP code)	5. SUBCONTRACTOR (Name, address and ZIP code)
Prime on ALL	Subcontractor "B" (2nd Tier) (This Block is to be completed by the subcontractor who is actually performing the work regardless of tiership.)

6. The prime contractor states that under the contract shown in Item 1. a subcontract was awarded on date shown in Item 2 by (Name of Awarding Firm) Subcontractor "A" (1st Tier) (The firm, regardless of Tier awarding work to be performed.)

to the subcontractor identified in Item 5, for the following work:

Fully describe the work to be performed. Listing only the Technical Specifications Section Number is not acceptable. Reference to the Technical Section and description of the work to be performed by that section is.

THIS SF 1413 EXAMPLE SHOWS HOW TO COMPLETE IF MORE THAN 1ST TIER SUBCONTRACT INVOLVED.

7. PROJECT	8. LOCATION

9. NAME AND TITLE OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
Prime on ALL	Prime on ALL	

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

12. The subcontractor acknowledges that the following clauses of the contract: shown in Item 1 are included in this subcontract:

- Contract Work Hours and Safety Standards Act - Overtime Compensation - Construction
- Payrolls and Basic Records
- Withholding of Funds
- Disputes Concerning Labor Standards
- Davis-Bacon Act
- Apprentices and Trainees
- Compliance with Copeland Regulations
- Subcontracts
- Contract Termination-Debarment
- Certification of Eligibility

13. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

Enter name of 1st Tier - 2nd Tier - 3rd Tier, etc.
"A" "B" "C"

14. NAME AND TITLE OF PERSON SIGNING	15. BY (Signature)	16. DATE SIGNED
To be completed by the firm in Block 5	who is actually performing the work.	

STATEMENT AND ACKNOWLEDGMENT

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PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER

4. PRIME CONTRACTOR (Name, address and ZIP code)	5. SUBCONTRACTOR (Name, address and ZIP code,

6. The prime Contractor states that under the contract shown in Item 1, a subcontract was awarded on date shown in Item 2 by (Name of Awarding Firm) _____

_____

to the subcontractor identified in Item 5. for the following work:

7. PROJECT	8. LOCATION

9. NAME AND TITLE OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

12. The subcontractor acknowledges that the following clauses Of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation - Construction	Davis-Bacon Act
Payrolls and Basic Records	Apprentices and Trainees
Withholding of Funds	Compliance with Copeland Regulations
Disputes Concerning Labor Standards	Subcontracts
	Contract Termination-Debarment
	Certification of Eligibility

13. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

14. NAME AND TITLE OF PERSON SIGNING	15. BY (Signature)	16. DATE SIGNED

COMPLIANCE CERTIFICATION -SUBCONTRACTOR INSURANCE

DATE: September 30, 1999

PRIME CONTRACTOR: ABC Construction Company

ADDRESS: 123 Bluebird Lane
El Paso, TX 78986

SUBJECT: Subcontractor insurance Certification, Contract Number/Title/Location:

DACA63-99-C-0001, Tactical Equipment Shop and Associated Facilities,
Fort Bliss, TX

USAED, Fort Worth
ATTN: CESWF-CT-C (Labor)
Post Office Box 17300
Fort Worth, Texas 76102-0300

Labor Relations Section:

We have received insurance documentation from our subcontractor:

ComTech Communications Systems, 446 Robin Lane. El. Paso TX 78986

This is to certify that this office has reviewed the documentation from the above listed subcontractor and found it to be in compliance with the contract requirements for subcontractors' insurance on subject contract.

SIGNED: Ida Doe, ABC Construction Company
(Prime Contractor)

TITLE: Payroll Administrator

COMPLIANCE CERTIFICATION -SUBCONTRACTOR INSURANCE

DATE: _____

PRIME CONTRACTOR: _____

ADDRESS: _____
_____
_____
_____

SUBJECT: Subcontractor Insurance Certification, Contract Number/Title/Location:

_____
_____
_____
_____
_____

USAED, Fort Worth
ATTN: CESWF-CT-C (Labor)
Post Office Box 17300
Fort Worth, Texas 76102-0300

Labor Relations Section:

We have received insurance documentation from our subcontractor:

_____

This is to certify that this office has reviewed the documentation from the above listed subcontractor and found it to be in compliance with the contract requirements for subcontractors' insurance on subject contract.

SIGNED: _____
(Prime Contractor)

TITLE: _____

Subpart A--Davis-Bacon and Related Acts Provisions and Procedures - 29 CFR

Sec. 5.6 Enforcement.

(a)(1) It shall be the responsibility of the Federal agency to ascertain whether the clauses required by Sec. 5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in Sec. 5.1. Agencies which do not directly enter into such contracts shall promulgate the necessary regulations or procedures to require the recipient of the Federal assistance to insert in its contracts the provisions of Sec. 5.5. No payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency unless the agency insures that the clauses required by Sec. 5.5 and the appropriate wage determination of the Secretary of Labor are contained in such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency after the beginning of construction unless there is on file with the agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of Sec. 5.5 or unless there is on file with the agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

(2) Payrolls and Statements of Compliance submitted pursuant to Sec. 5.5(a)(3)(ii) shall be preserved by the Federal agency for a period of 3 years from the date of completion of the contract and shall be produced at the request of the Department of Labor at any time during the 3-year period.

(3) The Federal agency shall cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by Sec. 5.5 and the applicable statutes listed in Sec. 5.1. ***Investigations shall be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.***

(4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages and liquidated damages and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing Federal assistance to the contract, without requesting the permission and views of the Department of Labor.

(5) It is the policy of the Department of Labor to protect the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of an employee who makes a written or oral statement as a complaint or in the course of an investigation, as well as portions of the statement which would reveal the employee's identity, shall not be disclosed in any manner to anyone other than Federal officials without the prior consent of the employee. Disclosure of employee statements shall be governed by the provisions of the ``Freedom of Information Act'' (5 U.S.C. 552, see 29 CFR part 70) and the ``Privacy Act of 1974'' (5 U.S.C. 552a).

(b) The Administrator shall cause to be made such investigations as deemed necessary, in order to obtain compliance with the labor standards provisions of the applicable statutes listed in Sec. 5.1, or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes listed in Sec. 5.1. Federal agencies, contractors, subcontractors, sponsors, applicants, or owners shall cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigations. The findings of such an investigation, including amounts found due, may not be altered or reduced without the approval of the Department of Labor. Where the underpayments disclosed by such an investigation total $1,000 or more, where there is reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act, that the contractor has disregarded its obligations to employees and subcontractors), or where liquidated damages may be assessed under the Contract Work Hours and Safety Standards Act, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation and any action taken by the contractor to correct the violative practices, including any payment of back wages. In other circumstances, the Federal agency will be furnished a letter of notification summarizing the findings of the investigation.