

**SPECIAL PROVISIONS - CONSTRUCTION CONTRACTS
SP-4 Rev 0 January 25, 2021**

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PREAMBLE

- A. These Special Provisions are requirements of any contract in which this Special Provision document is incorporated. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Contract and are in addition to the General Provisions and other Special Provisions that apply to this Contract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.
- B. Without in any way limiting the Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses which may be applicable to this action by law or regulation, the FAR, DEAR and other regulation references herein are specifically incorporated into this contract. Applicability instructions and comments are provided for convenience only. Contractor is responsible for reviewing the full text of each clause and requesting clarification if the intent or applicability to this specific contract is not clear.
- C. In the referenced clauses, the obligations of Buyer to the Government as provided in said clauses shall be deemed to be the obligations of the Contractor to Buyer unless otherwise noted below:
- D. Whenever necessary to make the context of the FAR/DEAR clauses applicable to this contract, the term "disputes" shall mean "claims" and the terms "Government," "Contracting Officer," and equivalent phrases shall mean Buyer except the terms "Government," and "Contracting Officer" do not change:
 - 1. in the phrases referencing "Government Property" and "Government-Owned Equipment,"
 - 2. in the clauses referring to "intellectual property rights", "Stop Work", "nuclear hazards indemnity"
 - 3. when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative,

4. when access to proprietary financial information or other proprietary data is required for purposes other than Buyer's obligation to evaluate Cost/Price data submitted by Contractor in conjunction with any provision of this contract,
 5. when title to property is to be transferred directly to the Government
- E. If there is a conflict between the referenced clauses and the terms and conditions found elsewhere in this Contract, the below FAR/DEAR and Regulatory references shall take precedence.
- F. Contractor shall flowdown to its subcontracts at all tiers the applicable portions of these provisions and referenced FAR/DEAR clauses. Referenced Clauses are available at:
http://management.energy.gov/policy_guidance/procurement_acquisition.htm

1.0 OCCUPATIONAL SAFETY RATING

The contractor shall submit with their proposal and at any time during contract performance when requested by the Buyer, a completed *Contractor Occupational Safety and Industrial Hygiene Pre-qualification form (A-6004-812)*. Qualification forms are all also to be submitted for all major subcontractors and may either be submitted with the proposal (preferred) or prior to subcontractor being used on site. Contractor and contractor's major subcontractor safety reporting and Workers Compensation Experience Rating (EMR) will be evaluated by the Buyer and used as one basis for eligibility for contract award and/or continued access to the site.

Contractor's and Subcontractor's acceptable safety rating is a material requirement of this contract

2.0 TAXES

The contract price includes all taxes, duties and fees. The Contractor shall not be reimbursed for personal property taxes on construction equipment and other property owned by the Contractor, nor on taxes on net income of the Contractor.

The Contractor shall pay when due, and the contract price shall include, all taxes, duties, fees and other assessments of whatever nature imposed by government authorities and applicable to the performance of the Work and this contract.

3.0 GENERAL LIMITATIONS, REQUIREMENTS, AND WORKING CONDITIONS

1. **Orientation.** Prior to entry by the Contractor onto the Worksite, the Contractor's supervisory employees shall attend a general orientation (to be conducted by Buyer) to acquaint themselves with the working conditions and requirements to be imposed at the Worksite. Contractor shall orient all its other employees, its Subcontractors and their employees, as to such working conditions and requirements.
2. **Heavy Equipment** Heavy equipment will not be allowed to cross existing paved roadways unless such roadway is protected by rubber tires or other adequate protection such as heavy planking. Movement of heavy equipment equipped with crawler-type treads on existing paved surfaces is forbidden and such equipment must be transported to the Worksite on rubber-tired trailers. Upon completion of the Work, the equipment shall be promptly removed from the Worksite.
3. **Work Area Housekeeping.** The Contractor shall at all times keep the Work area, including storage areas used by it, in an orderly condition free from accumulations of waste materials or rubbish. All materials shall be kept in neat piles and protected from the elements until installed. Prior to or upon completion of the Work, the Contractor shall remove from the Worksite all rubbish, and all tools, scaffolding, equipment and materials not the property of the Government or Buyer. Upon completion of the Work, the Contractor shall leave the construction area in a clean, neat condition, satisfactory to Buyer.
4. **Work Area Limitations.** The Contractor shall restrict its personnel and operations to the limits of the Work area. Any changes and/or modifications to existing installations located at the outer limits of the Work area shall be permitted only after specific approval is received from Buyer.

5. **Removal and Disposal of Existing Equipment and/or Materials.** All miscellaneous items removed by the Contractor and not specified to be reused shall remain the property of the Government, and shall be placed at a location adjacent to the Worksite as directed in the field by Buyer.
6. **Construction Activity Near Railroad Tracks.** Any construction activity within 25 feet of the centerline of railroad tracks extending to 100 feet in some areas must be coordinated with Buyer's Railroad Operations (Tri-City Railroad).

4.0 WORK AND OPERATIONS AT THE WORKSITE REQUIRING SPECIFIC APPROVAL

The Contractor shall not perform work at the Worksite on other than regular day shift, as set out in the Specifications, unless it has given prior written notification to Buyer's and has received approval in advance.

5.0 RECEIPT OF CONTRACTOR'S SUPPLIES AND/OR EQUIPMENT AT SITE

The Contractor shall not schedule supplies and/or equipment for delivery to the Hanford Site until such time as the Contractor is mobilized to receive or accept their property at the Worksite. The Contractor shall not be permitted to use Buyer's mailing address and in no case shall material or equipment be addressed in care of Buyer. It is recognized that special conditions may exist that would warrant assistance in the delivery of equipment or materials by Buyer. However, the Contractor must have explicit prior written permission and authorization from Buyer. Any deviation from this requirement will result in backcharge(s) to the Contractor for any costs incurred by Buyer.

6.0 PROTECTION OF PRODUCTS AND WORK

The Contractor shall protect and preserve all products of every description (including products which may be Buyer-furnished or Government-owned) and all work performed. Until the Work is accepted as completed, Contractor shall have the risk of loss for damage to, loss or destruction of the Work, and for such products. If, as determined by Buyer, products and work performed are not adequately protected by the Contractor they may be protected by Buyer and the cost incurred by Buyer charged to or deducted from any payments due to the Contractor.

7.0 PROTECTION OF EXISTING FACILITIES

1. The existing facilities that are shown on the drawings, identified in the specifications, marked in the field, or the location of which are reasonably determinable by the Contractor shall be protected from damage by the Contractor and if damaged, shall be reported immediately as an occurrence to Buyer. Any required repairs shall then be made by the Contractor, or by others, in a manner approved by Buyer, at the Contractor's expense.
2. The Contractor shall protect from damage all existing improvements and utilities (1) at or near the Worksite and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, Buyer may have the necessary work performed and charge the cost to the Contractor.
3. When underground facilities which are not shown on the drawings, identified in the specifications, marked in the field, or the locations of which are not reasonably determinable by the Contractor, are encountered by the Contractor, work at such locations shall be stopped immediately and Buyer notified. Work at such locations shall not continue until released by Buyer.
4. Any damage to existing facilities that are not shown on the drawings, identified in the specifications, marked in the field, or the locations of which are not reasonably determinable by the Contractor in sufficient time to avoid damage shall be reported immediately to Buyer. Work at such locations shall not continue until released by Buyer. Any required repairs shall be made by the Contractor, or by others, in a manner approved by Buyer. If the repairs are made by the Contractor, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. If other extra expense is incurred by the Contractor due to the existence of facilities that are not shown on the drawings, identified in the specifications, marked in the field, or the

locations of which are not reasonably determinable by the Contractor at the time of bidding, an equitable adjustment will be made and the Contract modified in writing accordingly.

5. When excavation work endangers the stability of known existing facilities, the Contractor shall provide adequate shoring, bracing and temporary guying to protect the facilities until backfilling is completed. This protection shall be the Contractor's responsibility entirely.

8.0 HANFORD SITE STABILIZATION AGREEMENT

1. The Hanford Site Stabilization Agreement (HSSA) for all construction work for the U. S. Department of Energy (DOE) at the Hanford Site, which is referenced in this Clause, consists of a Basic Agreement dated September 10, 1984, plus Appendix A, both of which may be periodically amended. The HSSA is hereby incorporated into this Contract by reference. The Contractor is responsible for obtaining the most current text.
2. This Clause applies to employees performing work under Contracts (or subcontracts) administered by Buyer which are subject to the Davis-Bacon Act, in the classifications set forth in the HSSA for work performed at the Hanford Site.
3. Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with a Local Union having jurisdiction over construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the HSSA and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have subcontracts with a signatory Contractor or subcontractor shall become signatory to the HSSA and shall abide by all of its provisions, including its Appendix A.
4. Contractors and subcontractors at all tiers who are not signatory to the HSSA and who are not required under paragraph (c) above to become signatory to the HSSA, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto and shall adhere, except as otherwise directed by Buyer, to the following provisions of the Agreement:
 - Article VII Employment (Section 2 only);
 - Article XII Non-Signatory Contractor Requirements;
 - Article XIII Hours of Work, Shifts, and Overtime;
 - Article XIV Holidays;
 - Article XV Wage Scales and Fringe Benefits (Sections 1 and 2 only);
 - Article XVII Payment of Wages-Checking In and Out (Section 3 only);
 - Article XX General Working Conditions; and
 - Article XXI Safety and Health.
5. Industrial Promotion or Administrative Funds, or similar funds that do not accrue to the direct benefit of the Contractor's employee, are an unallowable cost under the contract.
6. The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this Contract in accordance with the provisions of the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964 (Public Law 88-349-78 Statutes 238-239), and U.S. Department of Labor regulations in implementation thereof (Code of Federal Regulations Title 29 Parts 1 and 5).
7. Buyer may direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation if the HSSA, including its Appendix A, is modified by the involved parties.
8. In the event of failure to comply or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, Buyer may withhold any payments due to the Contractor and may terminate the Contract for default.
9. The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies of Buyer provided by law or under this Contract.
10. The requirements of this Clause are in addition to, and shall not relieve the Contractor of, any obligation imposed by other Clauses of this Contract, including Clauses entitled, 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, FAR 52.222-10, Compliance with Copeland Act Requirements, and FAR 52.222-12, Contract Termination – Debarment.

- 11 The Contractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this Clause, and to preserve such records for a period of three (3) years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs (c) (d) (e) (f) and (g) hereof. The Contractor agrees to make these records available for inspection by Buyer and will permit him/her to interview employees during working hours on the job.
- 12 The Contractor agrees to insert the provisions of this Clause including this paragraph in all subcontracts for the performance of work subject to the Davis-Bacon Act.

A copy of the Hanford Site Stabilization Agreement is located at: <http://www.hanfordvitplant.com/hssa/>

The U.S. Department of Labor wage determinations for the Davis-Bacon Act and Service Contract Act are located at: <http://www.wdol.gov>

9.0 PERFORMANCE OF WORK BY THE CONTRACTOR

Unless otherwise agreed to by Buyer, the Contractor shall perform on site, and with its own organization, work equivalent to at least 12 percent of the total amount of work to be performed under this contract. This percentage may be reduced or increased by a supplemental agreement to this contract.

10.0 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

FAR 52.222-30 Construction Wage Rate Requirements—Price Adjustment (None or Separately Specified Method) (Aug 2018)

- (a) The wage determination is issued under the Davis-Bacon Act by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.
- (b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of—
 - (1) Incorporation of the Department of Labor’s wage determination applicable at the exercise of the option to extend the term of the contract;
 - (2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or
 - (3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Construction Wage Rate Requirements statute.

FAR 52.225-9 Buy American Act—Construction Materials (May 2014)

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

“Commercially available off-the-shelf (COTS) item”

- (1) Means any item of supply (including construction material) that is:
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means:

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means:

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if:
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate “none”]

- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—
- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
 - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including:

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iv) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(v) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Material Price Comparison			
Construction Materials Description	Unit of Measure	Quantity	Price (Dollars)
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction materials			
Domestic construction material			

FAR 52.225-11 Buy American Act—Construction Materials Under Trade Agreements (DOE Deviation)(Feb 2008)

(a) Definitions. As used in this clause-

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material

regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means-

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);
- (2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore); or CENTRAL PLATEAU (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

“Domestic construction material” means-

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.
- (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
- (3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None
- (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-
 - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
 - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

- (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
 - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
 - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer

will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Material Price Comparison			
Construction Materials Description	Unit of Measure	Quantity	Price (Dollars)
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction materials			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

11.0 CLAUSES INCORPORATED BY REFERENCE

FAR/DEAR REFERENCE	CLAUSE TITLE
FAR 52.211-10	Commencement, Prosecution, and Completion of Work (Apr 1984)
FAR 52.222-6	Construction Wage Rate Requirements (Aug 2018)
FAR 52.222-7	Withholding of Funds (May 2014)
FAR 52.222-8	Payroll and Basic Records (Aug 2018)
FAR 52.222-9	Apprentices and Trainees (Jul 2005)
FAR 52.222-10	Compliance with Copeland Act Requirements (Feb 1988)
FAR 52.222-11	Subcontracts (Labor Standards) (May 2014)
FAR 52.222-12	Contract Termination – Debarment (May 2014)
FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
FAR 52.222-14	Disputes Concerning Labor Standards (Feb 1988)
FAR 52.222-15	Certification of Eligibility (May 2014)
FAR 52.222-16	Approval of Wage Rates (May 2014)
FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (Apr 2015)
FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts)(Aug 2018)
FAR 52.236-2	Differing Site Conditions (Apr 1984)
FAR 52.236-3	Site Investigation and Conditions Affecting Work (Apr 1984)
FAR 52.236-4	Physical Data (Apr 1984)
FAR 52.236-5	Material and Workmanship (Apr 1984)
FAR 52.236-6	Superintendence by the Contractor (Apr 1984)
FAR 52.236-7	Permits and Responsibilities (Nov 1991)
FAR 52.236-8	Other Contracts (Apr 1984)
FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)
FAR 52.236-10	Operations and Storage Areas (Apr 1984)
FAR 52.236-11	Use and Possession Prior to Completion (Apr 1984)
FAR 52.236-12	Cleaning Up (Apr 1984)
FAR 52.236-13	Accident Prevention (Nov 1991)
FAR 52.236-14	Availability and Use of Utility Services (Apr 1984)
FAR 52.236-15	Schedules for Construction Contracts (Apr 1984)
FAR 52.236-17	Layout of Work (Apr 1984j)
FAR 52.236-21	Specifications and Drawings for Construction (Feb 1997)
FAR 52.236-26	Preconstruction Conference (Feb 1995)
FAR 52.242-14	Suspension of Work (Apr 1984)
FAR 52.246-12	Inspection of Construction (Aug 1996)