

(5) *Withholding: Sponsor from contractor.* Whether or not payments or advances to the [insert sponsor's name] are withheld or suspended by the FAA, the [insert sponsor's name] may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by this contract.

(6) *Nonpayment of wages.* If the contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract the [insert sponsor's name] may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

(7) *FAA inspection and review.* The contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

(8) *Subcontracts.* The contractor shall insert in each of his subcontracts the provisions contained in paragraphs [insert designations of 6 paragraphs of contract corresponding to paragraphs (1), (3), (4), (5), (6) and (7) of this paragraph], and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(9) *Contract termination.* A breach of paragraphs [insert designation of 3 paragraphs corresponding to paragraphs (6), (7) and (8) of this paragraph] may be grounds for termination of the contract.

(b) *Exemption of certain contracts.* Appendix H to this part and paragraph (a)(5) of this section do not apply to prime contracts of \$2,000 or less.

(c) *Adjustment in liquidated damages.* A contractor or subcontractor who has become liable for liquidated damages under paragraph G of appendix H and who claims that the amount administratively determined as liquidated damages under section 104(a) of the

Contract Work Hours Standards Act is incorrect or that he violated inadvertently the Contract Work Hours Standards Act notwithstanding the exercise of due care, may—

(1) If the amount determined is more than \$100, apply to the Administrator for a recommendation to the Secretary of Labor that an appropriate adjustment be made or that he be relieved of liability for such liquidated damages; or

(2) If the amount determined is \$100 or less, apply to the Administrator for an appropriate adjustment in liquidated damages or for release from liability for the liquidated damages.

(d) *Corrected wage determinations.* The Secretary of Labor corrects any wage determination included in any contract under this section whenever the wage determination contains clerical errors. A correction may be made at the Administrator's request or on the initiative of the Secretary of Labor.

(e) *Secretary of Labor's interpretations apply.* Where applicable by their terms, the regulations of the Secretary of Labor (29 CFR 5.20–5.32) interpreting the “fringe benefit provisions” of the Davis-Bacon Act apply to the contract provisions in appendix H, and to this section.

[Amdt. 151-6, 29 FR 18001, Dec. 18, 1964, as amended by Amdt. 151-7, 30 FR 7484, June 6, 1965]

§ 151.51 Performance of construction work: Sponsor force account.

(a) Before undertaking any force account construction work, the sponsor (or any public agency acting as agent for the sponsor) must obtain the written consent of the Administrator through the Area Manager. In requesting that consent, the sponsor must submit—

(1) Adequate plans and specifications showing the nature and extent of the construction work to be performed under that force account;

(2) A schedule of the proposed construction and of the construction equipment that will be available for the project;