



HOUSING AUTHORITY OF YAMHILL COUNTY

STATEMENT OF WORK
Remove and Replace Wood Cabinets and Countertops

The Housing Authority of Yamhill County (HAYC), will receive bids for LRPB Cabinets until Wednesday, 5:00 p.m. PST on the 11th day of January, 2012. Bids may be mailed, delivered, e-mailed or faxed.

The basic work includes: Remove and replace existing wood cabinets and countertops in ten residential units at the following properties:

DUPLEX ADDRESS

470/480 Russ Court, McMinnville, OR 97128
1130/1140 Goucher Street, McMinnville, OR 97128
1678/1680 Wright Street, McMinnville, OR 97128
709/711 Columbia Street, S, Newberg, OR 97132
919A/B Charles Street, Newberg, OR 971132

UNIT CONFIGURATION

2 Bedroom, 1 Bath
2 Bedroom, 1 Bath
3BR, 2 Bath (*Bath Cabinets Only for 1680*)
2 Bedroom, 1 Bath
3BR, 2 Bath

New cabinets will have similar dimensions and door/drawer layouts to existing, and be identified as severe use type. Cabinets and countertops will be installed per the Manufactured Wood Cabinet and Cabinet specifications attached.

All work to be done in accordance with industry and trade standards, and comply with all Federal, State and local government requirements. Appliances and sinks will be removed and reinstalled by Owner.

All contracts require compliance with HUD Non-routine Maintenance Wage Rates requirements. For this job, wages can't be less than \$16.00/hour plus \$7.54/hr Benefits, or \$23.54 if no benefits paid. The attached Insurance Requirements and HUD General Conditions for Non-Construction Contracts Section I apply.

All interested parties are encouraged to attend a pre-bid meeting scheduled for 10:30 am on Tuesday, December 27th at 1130/1140 Goucher St, McMinnville, OR 97128. Although the pre-bid meeting is not mandatory, those who fail to attend will be held responsible for anything they would have learned had they attended. The duplexes will be open for inspection and measuring from 10:00 am to 5:00 pm on Tuesday, December 27th through Thursday, December 29th.

The Housing Authority reserves the right to reject any bid not in compliance with the prescribed bidding procedures and requirements, and may reject any or all bids and waive any informalities in the bidding. Bid documents and any changes or addendums will be available <http://www.hayc.org/partners/biddingforgoods/index.html>.

Send bids to Mike Jager, PO BOX 865, McMinnville, Oregon 97128; e-mail: mike@hayc.org; FAX: 503-472-4376; or drop off at 135 NE Dunn Place, McMinnville, Oregon 97128. For questions, call Mike at 971-237-4256.

MANUFACTURED WOOD CABINETS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Base cabinets.
- B. Upper cabinets

1.2 RELATED WORK

- A. Documents affecting work of this section include, statement of work, General Conditions for Non-Construction Contracts and Insurance Requirements.

1.3 FIELD MEASUREMENTS

- A. Field measure all conditions to verify cabinet sizes prior to submittal of shop drawings, and or ordering of cabinets. Verify sizes of refrigerators, dishwashers and range/oven combinations which are either presently in the units, or to be provided by the Housing Authority of Yamhill County, and installed by the general contractor.

1.4 REFERENCES

- A. American National Standards Institute (ANSI).
- B. Kitchen Cabinet Manufacturer's Association (KCMA).
- C. National Kitchen and Bath Association (NKBA).

1.5 QUALITY ASSURANCE

- A. Installer qualifications: Trained journeymen, each with minimum 3 years experience.

1.6 SUBMITTALS

- A. Submit shop drawings for cabinets showing location of each item, dimensions, finish, materials, and other pertinent information. Include manufacturer's cut sheets on all proposed hardware in sufficient detail to show conformance with the specified requirements. Show method of anchoring cabinet to building.
- B. Indicate field measurements and any proposed changes on submittal.

1.7 PRODUCT DELIVERY, STORAGE & HANDLING

- A. Protect cabinets during transit, delivery, storage and handling to prevent damage, soiling and deterioration.

MANUFACTURED WOOD CABINETS

1.8 JOB CONDITIONS

- A. Examine substrate and conditions under which the work under this Section is to be performed. Do not proceed until unsatisfactory conditions have been corrected in a manner acceptable to installer.

1.9 WARRANTY

- A. Provide manufacturer's standard one-year warranty on cabinet and life time warranty on hardware to be passed on to subsequent buyer.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Lanz
- B. Huntwood
- C. Or Approved Equal

2.2 MATERIALS

- A. Cabinets:
 - 1. Face Frames: Constructed of 3/4" kiln dried oak or alder components and fastened together using glue and wood dowels. Side stiles allow 1/4" each side for scribing.
 - 2. Sides: 3/8" solid core hardwood plywood. Interior covered with wood-grain laminate with a urethane coating.
 - 3. Backs: 1/4" solid core hardwood plywood, stapled into ends, shelves and back rails. Interior surface covered by wood-grain laminate with a urethane coating.
 - 4. End Panels: Sides 1/2" hardwood plywood matched to face frame, or door front.
 - 5. Hanging Rails: Solid softwood lumber. Wall components have a wood-grain coating. Base components are unfinished.
 - 6. Countertop Supports: 3/4" thick and 1-1/2" wide unfinished softwood lumber.

MANUFACTURED WOOD CABINETS

7. Toeboards: 3/4" thick solid lumber toned dark on face and exposed edges.
8. Doors, and Drawer faces: 3/4" thick, seven (7) ply birch or oak veneer plywood with 45 degree back bevel.
9. All plywood components shall contain the same species of face veneer, and the same grade of finish, thus insuring a consistent finish.
10. Fillers shall be provided where necessary to scribe cabinet to wall, or other cabinet. Fillers shall be of the same material, and wood grain as adjacent face frame. **Fillers may or may not be indicated.** It is the contractor's responsibility to figure out where fillers will be required, and to provide them.
11. Finished end panels of 1/8" plywood veneer, or full 3/4" thick where indicated. Finished end panels shall be of the same wood, and grain as adjacent cabinet face frame. 1/8" plywood veneer end panels shall be used only to finish the ends of the cabinets which would otherwise be exposed to view.

B. Hardware:

1. Drawer: Zinc-plated, side-mounted, full extension, suspension guides with polymer ball bearings. Minimum 100 lb. loading capacity for normal size drawers. Knappe & Vogt #1429, Blum, or approved equal.
2. Hinges: Demountable, concealed, European style. Hinge shall permit door adjustment/alignment both vertically and horizontally. Amerock System 3200, or approved equal.
3. Bugle Head Screws: Lengths required for connection indicated in Part 3 of this section.

C. Finish: Factory, stain finished with sealer, and top coats, lightly sanded between coats. Paint toe kicks in color to be selected from manufacturer's standard available colors.

2.3 FABRICATION

- A. Meet ANSI/KCMA 161.1 and/or ANSI/NKBA Certifications.
- B. Provide Finish panel on all exposed ends and backs.
- C. Base cabinet filler strips shall include toe kick filler.

MANUFACTURED WOOD CABINETS

PART 3 EXECUTION

3.1 INSPECTION

- A. Verify that all cabinets are suitable for installation. Do not install any damaged or defective cabinets. Do not install cabinets that have misaligned doors which can not be corrected.

3.2 INSTALLATION

- A. Install cabinets level, square and plumb.
- B. Install cabinets at the heights indicated.
- C. Countersink all attachment holes in cabinet finish with countersink bit before installing fasteners.
- D. Secure cabinet to wall with screws which penetrate 1-1/2" minimum in wood framing. Use wood shims (fully concealed) as necessary to obtain solid attachment.
- E. Fully align cabinet faces for attachment to each other.
- F. Provide 4 screws (2 top/2 bottom) for wall cabinets and 2 screws at top of base cabinet when cabinet spans 2 stud spaces.
- G. Scribe fillers and/or cabinet edge to walls.
- H. Replace all material mis-measured, improperly cut or damaged during installation.
- I. Putty, and finish any finish nail holes to match pre-finished surface.

3.3 ADJUSTING AND CLEANING

- A. Adjust cabinet as necessary to align with each other.
- B. Vacuum cabinet interiors to remove any sawdust.

END OF SECTION

COUNTERTOPS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Plastic laminate countertops, splash, and edge.
- B. Countertop and splash underlayment

1.2 RELATED WORK

- A. Documents affecting work of this section include, Statement of Work, General Conditions for Non-Construction Contracts and Insurance Requirements.

1.3 QUALITY ASSURANCE

- A. Qualified manufacturers: 5 years minimum experience in production of type of work required for project.
- B. Qualified installers: Trained journeymen, each with minimum 3 years experience.

1.4 SUBMITTALS

- A. Field verified dimensions, materials and other pertinent items. Show joint locations in countertops and method of anchoring.
- B. Submit plastic laminate samples for color selection.

1.5 PRODUCT DELIVERY, STORAGE & HANDLING

- A. Protect material during transit, delivery, storage and handling to prevent damage, soiling and deterioration.

1.6 JOB CONDITIONS

- A. Examine substrate and conditions under which the work under this Section is to be performed. Do not proceed until unsatisfactory conditions have been corrected in a manner acceptable to installer.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Horizontal & vertical surfaces: High-pressure laminate, .050" thick, NEMA general-purpose grade by Formica, 7266-77 for the Kitchen and 827-46 for the Bathroom.

COUNTERTOPS

- B. Countertop substrate: 1 layer, 3/4" A-C plywood.
- C. Backsplash substrate: 1 layer, A-C plywood, 3/4" thick for 6" high splash at lower cabinets, and 0" thick for splash to go behind electric range area up to the underside of upper cabinets.

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.
- B. Verify all field dimensions for all fabricated items to assure custom fit.

3.2 FABRICATION

- A. Fabricate countertops, backsplashes, and end splashes with square edge.
 - 1. Back/side/end splashes: 3/4" thick x 6" height.
 - 2. Countertop side edges: 1-1/2" thick.

3.3 INSTALLATION

- A. Assemble, install or place all items specified and/or shown and conform to manufacturer's printed instruction.
- B. Install new countertops with backsplashes and end splashes wherever countertops meet vertical wall surfaces. Scribe splashes to wall. Cover all exposed edges of splashes with plastic laminates. Seal joint between plastic laminates and other material with sealant per Section 07900.
- C. Make cutouts in countertops for sinks. Verify sink size requirements prior to making cutouts.

END OF SECTION

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or sub-contractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability Code 1 (*any auto*), [*require if scope of work includes driving on Authority property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.
2. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+:VI. Bidders must provide written verification of their insurer's rating.

VERIFICATION OF COVERAGE

Contractor shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before work commences to permit Contractor to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Use of sub-contractors must be pre-approved by the Authority. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractors' work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above.

NOTE: The General Contractor's Commercial General Liability insurance should not include CG 2294 or CG 2295 as these endorsements will eliminate the General Contractor's insurance coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

Notwithstanding this provision, Contractor shall indemnify the Authority for any claims resulting from the performance or non-performance of the Contractor's sub-contractors and/or their failure to be properly insured.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work) Office of Labor Relations

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (exp. 01/31/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 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 Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 - use Sections I and II.

Section II - Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 approved by HUD under subparagraph 1(b), 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) (i) 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. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph 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.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime 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 the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee 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.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform 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 (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/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 OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

① A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the

reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.