

STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

- A. The project is a public works Project, as defined in Labor Code section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 CCR sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects.
- B. Notice is hereby given pursuant to the provisions of Section 1770 et seq of the California Labor Code, Director of the Department of Industrial Relations determined the general prevailing rate of per diem wages, including those for holiday and overtime work, in the locality in which this work is to be performed for each craft or type of workman or mechanic needed to execute the contract which will be awarded to the successful bidder, and the prevailing rates are as set forth in the web address www.dir.ca.gov/Dirdatabases.html and are incorporated herein by reference.
- C. When permitted by law, holiday and overtime work shall be paid at a rate of at least one and one-half times the specified rate of per diem wages, unless otherwise specified.
- D. Each worker of the CONTRACTOR and any of its subcontractors engaged in work on the Project shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor and such workers.
- E. Each worker needed to execute the Work on the Project shall be paid travel and subsistence payments, as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations, in accordance with Labor Code Section 1773.1.
- F. CONTRACTOR shall post at appropriate and conspicuous location(s) on the Project Site a schedule showing all applicable prevailing wage rates in accordance with Labor Code section 1773.2.
- G. As a penalty, the CONTRACTOR and any violating subcontractor under the CONTRACTOR, shall forfeit not more than (\$200) two-hundred dollars for each calendar day, or any portion thereof, any worker is paid less than the established prevailing wage rates for the work or craft in which the worker is employed by CONTRACTOR or any subcontractor on the project. The difference between the established prevailing wage rates and the amount paid to each worker for each whole or partial calendar day for which each worker was paid less than the established prevailing wage rates, shall be paid to each worker by the CONTRACTOR or subcontractor, in accordance with Labor Code Section 1775, and CONTRACTOR and its subcontractors shall comply with Labor Code 1775 in all respects.
- H. The subcontracts executed between CONTRACTOR and its subcontractors for the performance of the Work shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
- I. Any worker employed to perform work on the Project which is not covered by any classification available in the Agency's office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.
- J. Pursuant to Labor Code Sections 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay.
- K. CONTRACTOR and each subcontractor shall keep or cause to be kept accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR and/or each subcontractor in connection with the project. All payroll records shall be made available for inspection as provided by Labor Code Section 1776. The contractor or subcontractor has 10 days in which to comply subsequent to

receipt of a written notice requesting the records. As a penalty, the CONTRACTOR shall forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. These penalties shall be withheld from progress payments then due. Failure to timely submit payroll records may result in debarment by the Labor Commissioner. Be aware, California Labor Code Section 1771.5 requires contract payments to be withheld when payroll records are delinquent or inadequate. It is the responsibility of CONTRACTOR to comply with all the provisions of Labor Code Section 1776.

L. The project is subject to compliance monitoring and enforcement by the DIR pursuant to and will require prime contractors and subcontractors to upload **ALL payroll records on the DIR website: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>**. Any additional requirements that materialize from this legislation must be complied with.

Apprentices

A. The CONTRACTOR acknowledges and agrees that if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the CONTRACTOR to ensure compliance with this Section and with the provisions of Labor Code Section 1777.5 for all apprenticing occupations.

B. Apprentices of any crafts or trades may be employed and, when required by Labor Code Section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

C. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed and shall be employed only at the work or the craft or trade to which he or she is registered.

D. Only apprentices, as defined in Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 commencing with Section 3070 of the Labor Code are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

E. Pursuant to Labor Code Section 1777.5, the CONTRACTOR and any subcontractors employing workers in any apprenticeship craft or trade, in performing any work under this Contract, shall apply to the applicable joint apprenticeship committee for a certificate approving CONTRACTOR or subcontractor under the applicable apprenticeship standards for the employment and training of apprentices.

F. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed and the approximate dates the apprentices will be employed.

G. The CONTRACTOR and all subcontractors shall comply with Labor Code Section 1777.6, which forbids certain discriminatory practices in the employment of apprentices.

H. CONTRACTOR shall become fully acquainted with the laws concerning apprentices prior to commencement of the Project. Special attention is directed to sections 1777.5, 1777.6 and 1777.7 of the Labor Code and Title 8 of the California Code of Regulations. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.

Hours of Work

A. As provided in the Wage Rates Section commencing with Section 1810 Labor Code, eight hours of labor shall constitute a legal day of work. The standard time of service of any worker employed at any time by the CONTRACTOR, or by any subcontractor on any subcontract under this Contract, upon the Project or upon any part of the Project

contemplated by this Contract, shall not exceed eight hours per day and forty hours during any one week unless all overtime and off time laws are complied with in full. Upon completion of all hours worked in excess of eight hours per day and forty hours during any one week, work shall be permitted upon the project at not less than one and one-half times the basic rate of pay. All work performed on Saturday, Sunday, and/or holiday shall be paid pursuant to the Prevailing Wage Determination.

B. The CONTRACTOR shall keep and shall cause each subcontractor to keep accurate records showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project or any part of the Project. The record shall be kept open at all reasonable hours to the inspection of the AGENCY and to the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California.

C. As a penalty, the CONTRACTOR shall pay \$25.00 for each worker employed by CONTRACTOR or by any subcontractor in the performance of this Contract for each calendar day during which the worker is required or permitted to work more than eight hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of the Wage Rates Section commencing with Section 1810 of the Labor Code. Any work performed after regular working hours or on Sundays or other holidays shall be performed without additional expense to AGENCY.

FEDERAL LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

1. As this Project is funded in whole or in part by federal funds, Contractor and all Subcontractors are subject to civil or criminal prosecution for any violation of the federal False Claims Act set forth under section 1001 of title 18 and section 231 of title 31 of the United States Code.

2. Minimum Wages

2.1. The Davis-Bacon Act and 29 CFR parts 1 through 7 shall apply if the Project is financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution.

2.2. All laborers and mechanics employed or working upon the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), 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 applicable wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

2.2.1. 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 this section; 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 weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under this section 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.

2.2.2. Any class of laborers or mechanics, including helpers, and which is to be employed under the Contract which is not listed in the wage determination shall be classified in conformance with the wage determination. An additional classification and wage rate and fringe benefits will not be approved unless when the following criteria have been met:

2.2.2.1. The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

2.2.2.2. The classification is utilized in the area by the construction industry; and

2.2.2.3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

3. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Agency 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 Contractor to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.
4. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Agency do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contractor shall provide the questions, including the views of all interested parties and the recommendation of the Agency, to the Agency for the Agency's review and referral to the Administrator for determination.
5. The wage rate (including fringe benefits where appropriate) determined pursuant to this section, 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.
6. Whenever the minimum wage rate prescribed in any applicable wage determination for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, 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.
7. 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. If the Secretary of Labor so requires, the Contractor shall set aside in a separate account sufficient assets to meet obligations under the plan or program.
8. **Withholding.**
Agency may, upon its 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 Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same 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 Contractor's or any Subcontractors' failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as it deems necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

8.1. Payrolls and basic records.

- 8.2. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the Site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each 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 29 CFR 5.5(a)(1)(iv) 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 that 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.
- 8.3. The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the Department of Industrial Relations (**DIR**) website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information shall be submitted on a form acceptable to the Agency. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Agency, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractor may require a Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the DIR or other government agency.
- 8.3.1. 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 the following:
- 8.3.1.1. That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5,
 - 8.3.1.2. That the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and
 - 8.3.1.3. That such information is correct and complete;
 - 8.3.1.4. 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
 - 8.3.1.5. That no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - 8.3.1.6. 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 or applicable to the Contract.

- 8.3.1.7. The weekly submission of a properly executed certification in the form set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this section.
- 8.3.1.8. The falsification of any of the above certifications may subject the Contractor or one or more Subcontractors to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- 8.3.2. The Contractor or Subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the Agency or the federal Department of Labor, and shall permit representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. 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.

9. Apprentices and trainees

- 9.1. **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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in an eligible apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job Site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.
- 9.2. **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 on 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 on 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 on 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 on 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.

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

10. **Compliance with Copeland Act requirements.** Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

10.1. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

10.2. **Contract termination:** debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

10.3. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

10.4. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. 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.

11. Certification of eligibility.

11.1. 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).

11.2. 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).

11.3. Contractor shall be subject to the penalty for making false statements prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11.4. **Clauses Mandated by Contract Work Hours and Safety Standards Act.** As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

11.5. **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 forty 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 forty hours in such workweek.

- 11.6. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in the foregoing paragraph 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 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 foregoing paragraph, 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 forty hours without payment of the overtime wages required by the foregoing paragraph.
- 11.7. **Withholding for unpaid wages and liquidated damages.** The Agency may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same 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 foregoing paragraph.
- 11.8. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning "Overtime requirements" and "Violation; liability for unpaid wages; liquidated damages" and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in this section.