CITY OF MILWAUKEE, WISCONSIN

DEPARTMENT OF PUBLIC WORKS

BUREAU OF BRIDGES AND PUBLIC BUILDINGS

SPECIFICATIONS

Governing the Construction

of the

MICHIGAN STREET VERTICAL LIFT BRIDGE

over the Milwaukee River

in the

City of Milwaukee

February, 1977

Job No. 505-98

Financed by

ECONOMIC DEVELOPMENT AGENCY
U.S. Department of Commerce
Project No. 06-51-04084

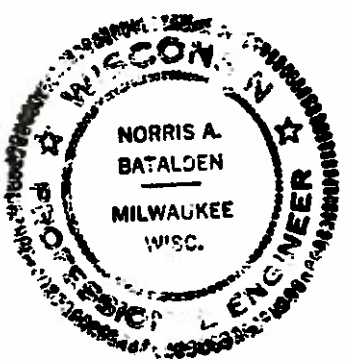


TABLE OF CONTENTS

BIDDING REQUIREMENTS

Official Notice to Bidders → WAS ED 115
Information to Bidders, ED-116

SAMPLE FORMS

Bid for Unit Price or Lump Sum (whichever applies) ED-118 or ED-117
Bid Bond, ED-121
Affidavit of No Interest/Bid Bond
Certification of Bidder Regarding Equal Employment Opportunity (Contractors) ED-119
Certification by Proposed Bidder Regarding Equal Employment Opportunity (Subcontractors) ED-120
Non-Collusion Affidavit (Prime Bidder)
Non-Collusion Affidavit of Subcontractor
Certification of Compliance with the Clean Air Act and the Federal Water Pollution Control Act, ED-524
Contract Form
Performance Bond, ED-124
Affidavit of No Interest (Performance Bond)
Payment Bond, ED-125
Affidavit of No Interest (Payment Bond)
Certificate of Grantee/Borrower's Attorney

(The forms included in this set of documents are not to be filled out or executed.)

GENERAL CONDITIONS

General Conditions, U.S. Department of Commerce, EDA
Supplemental General Conditions
Code of Federal Regulations, Title 29, Subtitle A, Parts 3, 5, 5a
Executive Orders 11246, 11247
Clean Air Act, Section 114
Water Pollution Control Act, Section 308
List of Violating Facilities
Executive Order 11288
Executive Order 11593

OFFICIAL NOTICE TO BIDDERS

Official Notice No. 16
Project Number 06-51-04084

Separate sealed proposals will be received at this office until Monday, March 7, 1977, at 10:30 a.m. C.S.T., at which time bids will be publicly opened and read for furnishing all the material and doing all of the work necessary and required for the CONSTRUCTION of the MICHIGAN STREET VERTICAL LIFT BRIDGE over the MILWAUKEE RIVER, in the City of Milwaukee, on proposal form furnished by and in accordance with plans, specifications, and proposed form of contract on file in the office of the Department of Public Works, Municipal Building, Milwaukee, Wisconsin.

BRANCH 1 : Projects A, B, C and D - Including Excavation, Marine Work, Cofferdams, Pile Driving, Concrete Work, Bridge Operator's House, Structural Steel and Machinery, Asphalt Concrete Pavement, Paving on Filled Approaches, and Sewer Work

Est. 2,400,000.00

Bond to accompany bid, $720,000.00 (or cash or certified check, $360,000.00)
Time for completion, 535 calendar days
Liquidated damages, per diem, $505.00 ⇒ SHAPPERT ENG. CO.
1,999,350.62

In accordance with the Local Public Works Act, the Branch 1 Contractor shall cause on-site labor to begin on or before March 23, 1977.

BRANCH 2 : Electrical Work and Heating

123,000.00

Bond to accompany bid, $36,900.00 (or cash or certified check, $18,450.00)
Time for completion, 535 calendar days
Liquidated damages, per diem, $45.00 ⇒ ROMAN ELECTRIC CO.
122,550.00

Branch 3 : Hyrdraulic Equipment

10,000.00

Bond to accompany bid, $21,000.00 (or cash or certified check, $10,500.00)
Time for completion, 535 calendar days
Liquidated damages, per diem, $29.00 ⇒ NORTHWESTERN ELEVATOR CO. INC.
51,678.00

Branch 4 : Plumbing

13,000.00

Bond to accompany bid, $3,900.00 (or cash or certified check, $1,950.00)
Time for completion, 535 calendar days
Liquidated damages, per diem, $13.00 ⇒ JOSEPH WITTIG CO. $2,606,000.00
28,568.00

2,202,146.62

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications and Forms of Bid Bond, Performance and Payment Bonds and other contract documents may be examined at the Bureau of Bridges and Public Buildings, Room 311, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin.

Copies may be obtained at the Office of the Bureau of Bridges and Public Buildings upon payment of $50.00 for each set.

Any successful bidder or non-bidders, upon returning such set promptly and in good condition, will be refunded his payment.

The owner reserves the right to waive any informalities or reject any or all bids. Tie bids, when they are the lowest bids, will be decided by the owner.

Each bidder must deposit with his bid security in the amount and form as indicated in this Notice, and subject to the conditions provided in the Information to Bidders.

Corporate Surety is required on Bid Bonds, Performance Bonds, and Payment Bonds. All applicable charter and statutory provisions and ordinances are imported into contracts.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

No bidder may withdraw his bid within 30 days after the actual date of the opening thereof.

A pre-bid meeting will be held for all bidders on Wednesday, February 23, 1977, at 10:00 a.m. in the 5th Floor Bid Room, Department of Public Works, Room 507, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin.

A pre-construction meeting with the successful bidders will be held Monday, March 14, 1977, at 10:00 a.m. in the 5th Floor Conference Room, Department of Public Works, Room 516 Municipal Building, 841 North Broadway, Milwaukee, Wisconsin.

Bureau of Bridges
and Public Buildings

February 28, 1977

Subject: Official Notice No. 16
Federal Project No. 06-51-04084
for the Michigan Street Lift Bridge
over the Milwaukee River
for which proposals will be received
on Monday, March 7, 1977
at 10:30 a.m., C.S.T.

Addendum No. 1

Gentlemen:

In regard to our advertisement for the Michigan Street Lift Bridge over the Milwaukee River, this Addendum is issued to modify, explain or correct the original documents, and is hereby made a part of the contract documents.

Each bidder shall read the entire addendum. Bid shall include all items included in this Addendum No. 1.

Very truly yours,

Deputy Commissioner of Public Works

Addendum No. 1

Under Specifications
Official Notice to Bidders

Branch 1: Delete the last sentence "In accordance with the Local Public Works Act, the Branch 1 Contractor shall cause on site labor to begin on or before March 23, 1977." And add the following:

In accordance with the Local Public Works Act, the Branch 1 Contractor shall cause on site labor to begin on or before March 30, 1977. On site labor shall be a substantial activity and once started shall be continuous.

Specifications
Supplemental General
Conditions

Item 7 Schedule of Salaries and Wages
Add the following wage category -
MARINE LABOR SERVICE

MARINE LABOR SERVICE

Unskilled Labor Service

	Rate Per Hour	Contributions Welfare Per Hour	Vacation Per Hour	Pension Per Hour
Laborer	$8.69	.65	.51	.70
Watchman	6.76	.65	.51	.70

Skilled Labor Service

###Bricklayer (Building)	10.24	.97	.56	.70
##Caisson Laborer	9.35	.65	.51	.70
##Carpenter	9.76	.80	.51	.70
####Cement Mason	9.34	.90	.51	.70
#Ironworker:@@				
Rod Reinforcing Steel ..	10.06	.95	1.15	.70
Steel, Tile and Metal Form	10.06	.95	1.15	.70
##Jack Hammer Operator	8.91	.65	.51	.70
Pile Driver (Leaderman)...	10.71	.80	.51	.70
Pile Driver (Loftsman)....	10.41	.80	.51	.70
#Pile Driver Man	10.21	.80	.51	.70
#Pile Driver (Welder-Burner)	10.21	.80	.51	.70

Operating Engineers Floating Equipment @

####Operator	12.80	.70	*	.90
####Engineer	12.80	.70	*	.90
####Equipment Operator	11.50	.70	*	.90
####Fireman	10.90	.70	*	.90
####Oiler	9.75	.70	*	.90

Supervisory Labor Service

###Bricklayer Sub-Foreman ...	10.54	.97	.56	.70
###Bricklayer Foreman	10.84	.97	.56	.70
Carpenter Sub-Foreman	10.11	.80	.51	.70
Carpenter Foreman	10.46	.80	.51	.70
####Cement Mason Foreman	9.84	.90	.51	.70
#Ironworker Foreman	10.81	.70	1.15	.70
#Ironworker Foreman (Rod & Reinforcing Steel) ...	10.81	.95	1.15	.70
Ironworker General Foreman	11.21	.95	1.15	.70
Labor Foreman	9.09	.65	.51	.70
Pile Driver Foreman	11.21	.80	.51	.70

MARINE LABOR SERVICE

Fringe Benefits paid up to forty hours straight time worked with following exceptions:

Paid on all hours worked into Vacation Trust Fund but paid on forty hours straight time worked per week into Pension and Welfare Trust Funds.

Fringe benefits paid on all hours worked into Pension and Welfare Trust Funds but paid up to 40 hours into Vacation Trust Fund.

Fringe benefits paid on all hours worked up to 2000 hours per year into all funds.

Fringe benefits paid on all hours worked per week into all Trust Funds.

* Operating Engineers under Marine Labor Service Floating equipment classifications receive one-half day paid vacation for each full twelve (12) working days accumulated in one calendar year.

@ All Operating Engineers, 10¢ per hour Apprenticeship Training Fund.

@@ All Ironworkers, 15¢ per hour Apprenticeship Training Fund.

Under Specifications
Special Provisions

Page 7, Number 13 Field Facilities - Item 64202 - Include the following:

(c) Bulletin Board. The Branch 1 contractor shall furnish, maintain and protect from the weather a 4'-0" x 4'-0" bulletin board for the posting of wage rates, employment data, emergency numbers, etc.
The cost for furnishing, erecting and maintaining the bulletin board shall be included in the lump sum price bid for Field Office, Item 64202.

Branch 2, Electrical Work, Item 90002.

Special Provisions

P 59 Item No. 11 - change east abutment to west abutment.

Special Provisions

P 63, 10th paragraph - change to read as follows:
The contractor shall furnish and install on control cabinet door 7 - 10" x 15" (1 each) laminated or engraved metal plates with his complete wiring diagrams engraved thereto. Also applies to ENGRAVED METAL PLATES, P85. Also applies to notes on Sheet No. 55, 64 and 69 of the drawings.

P 69, last paragraph - last sentence under Item No. 3 add:
Return span control switch to neutral.

P 70, Paragraph 3 - TO LOWER BRIDGE - Item 1 change to read:
Raise navigation ball.
Item 2 add after last sentence:
Return span control switch to neutral.

P 77, 8th paragraph - HEATING CABLE FOR SEWER AND WATER LINES ON BRIDGE. One General Electric silicone - rubber heating cable rated @ 20 watts per foot may be substituted in place of the two 10 watt heating cables called for on the water line. Refer to sheet No. 71 of the drawings.

Special Provisions

Branch 3, Hydraulic Operating Equipment Item 90003

Special Provisions	Hydraulic Operating Equipment Cont. Page 85, last paragraph - PAINTING. Change to read as follows: All exposed metal work furnished under this item shall be given a shop coat of red lead and two field coats of paint as specified for structural carbon steel.
Special Provisions	Page 89, 6th paragraph - PIPE AND FITTINGS. Second sentence - Fittings. Contractor shall use screwed fittings, unions, etc., in lieu of welded fittings. Screwed fittings to be assembled with "Expando" metal powder. Coating on outside to be as specified. Also refer to Sheet No. 70 of the drawings.
Special Provisions	Page 89, last paragraph - Pipe Preservative. Revise second sentence to read: All piping must be sandblasted in field after assembly just before application of "Tar Set".
Special Provisions	Branch 4, Plumbing, Item 90005,Page 97. 1. Paragraph 13 Floor Drain: Add the following after last sentence: Floor drain to be Zurn Z 415 V Triumph or approved equal. 2. Paragraph 14 Roof Drain: Add the following after last sentence: Roof drain to be Zurn Z 125-5 Penthouse Caulk or approved equal.
Bid for Unit Price Contracts	Branch 1, including Project C - Paved Approaches. Remove and delete from Unit Price Bid form entire sheet with item number 30404 through item number 60171 and substitute new unit price bid sheet in this addendum with item number 30404 through item number 60171. Submit this substitute sheet with proposal. The following change has been made in the new bid sheet for said items. Delete item number 40701-1747.0 Variable Thickness Asphalt Concrete Pavement per s.y. Add the following: Item 40701(a) 144 Variable Thickness Asphalt Concrete Pavement per ton. Item 40701(b) 222 Variable Thickness Asphalt Binder per ton.

Item No.	Approximate Quantity	Description	Item Total
30404	88.0	Crushed Aggregate Base Course	

(Bid in figures) $_____ per c.y. $

(Bid in words) _____

30709	15.0	Concrete Base Course - 8 inch	

(Bid in figures) $_____ per s.y. $

(Bid in words) _____

40701(a)	144.0	Variable Thickness Asphalt Concrete Pavement	

(Bid in figures) $_____ per ton $

(Bid in words) _____

40701(b)	222.0	Variable Thickness Asphalt Binder	

(Bid in figures) $_____ per ton $

(Bid in words) _____

40931	1806.0	Concrete Driveway - 7 inch	

(Bid in figures) $_____ per s.f. $

(Bid in words) _____

40935	327.0	Concrete Pavement Approach Slab	

(Bid in figures) $_____ per s.y. $

(Bid in words) _____

40950	327.0	Concrete Pavement Reinforcement	

(Bid in figures) $_____ per s.y. $

(Bid in words) _____

50507	20,920.0	High-Strength Bar Steel Reinforcement	

(Bid in figures) $_____ per lb. $

(Bid in words) _____

60124	281.0	Concrete Curb and Gutter - 31 inches	

(Bid in figures) $_____ per l.f. $

(Bid in words) _____

60171	133.0	Special Curb and Gutter Section	

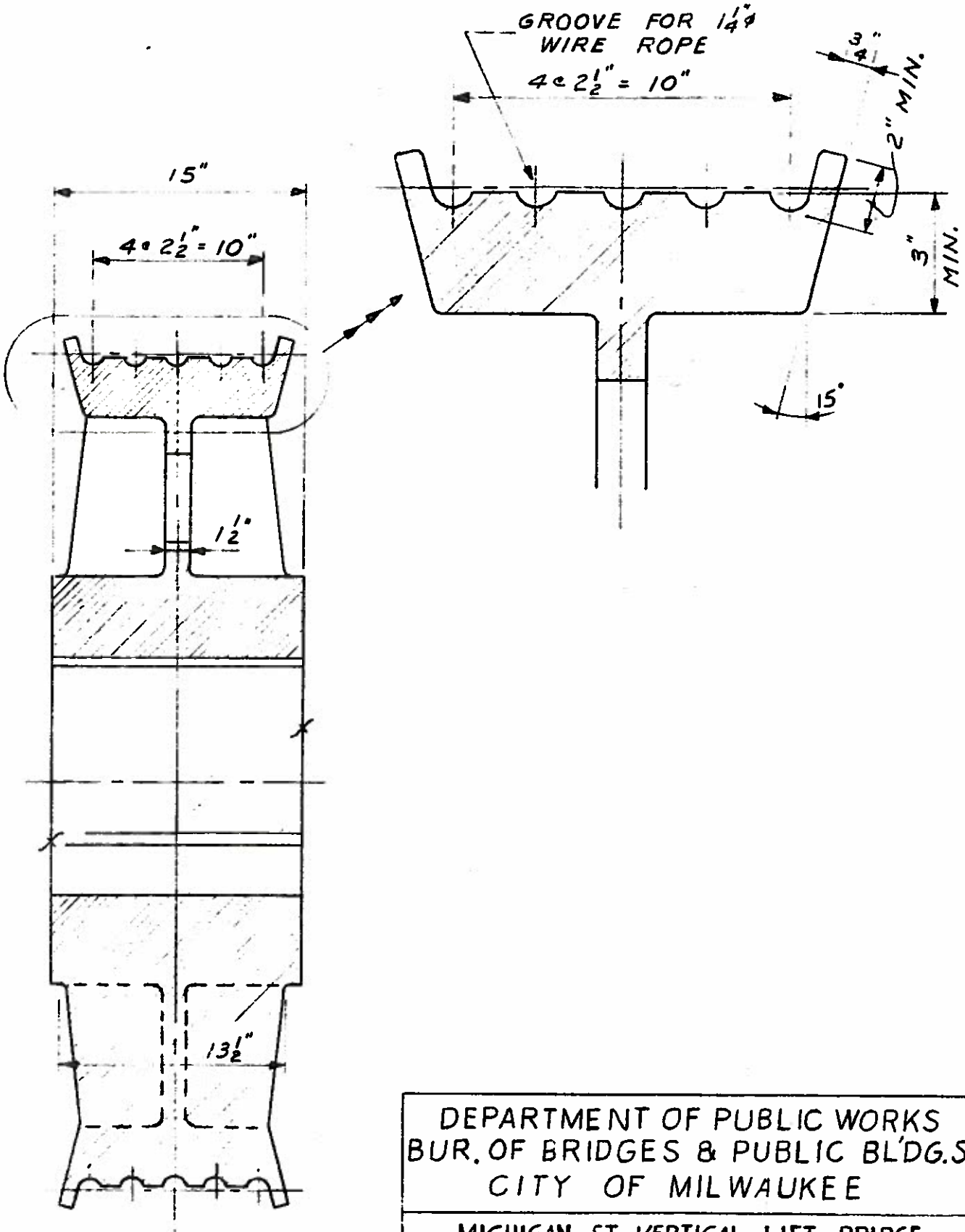
(Bid in figures) $_____ per l.f. $

(Bid in words)

Drawings

Drawing No. 3	Details 2/3 and 3/3 to be revised as follows: 1. Temporary service to be 208/120 volts instead of 240/120 volts, 100 amphere service. 2. Meter sockets to be direct terminating for underground cable. All exposed electrical cable to be encased in conduit as per W.E.P. Co. requirements. Meter sockets and conduits to be furnished and installed under Electrical Work, Branch 2. 3. An additional area for contractors storage has been added on the west side of the river. See Addendum Drawing No. R-1.
Drawings No. 26 and 27	1. Sewer Extensions and Stop Plank Chamber Work. All concrete masonry work including structural support slab, stop plank chamber, collars and concrete fill and cutting of opening in steel sheet piling shall be included in unit price bid for steel sewer pipe - 42" ϕ, Item 90008 and steel sewer pipe - 54" ϕ, Item 90009. 2. Under "Notes" Sheet No. 27 - change first sentence to read as follows: Manhole frames, lids, stop plank grooves and metal steps to be included in unit price bid for steel sewer pipe - 42" ϕ, Item 90008 and steel sewer pipe - 54" ϕ, Item 90009.
Drawing No. 46	Add the following: 1. All structural support steel for the exterior stairs at the Operator's House to be included under unit price bid for structural carbon steel, Item No. 50601. 2. Circular steel stair at Pier No. 2 including checkered plate treads, posts, rails, anchor plates, etc., to be included under unit price bid for structural carbon steel, Item No. 50601
Drawing No. 37	Section 1. Insulation may be applied in one 2" layer in lieu of two 1" layers as shown.

Drawing No. 57	Counterweight sheaves type SX-1 should have 5 grooves for 1 1/4" ϕ wire rope instead of 4. See Addendum Drawing No. R-2.
Drawing No. 70	Under General Notes (Note 1) lower right hand corner. Note should be re-written to supply 8 additional mechanisms instead of four (4).
Drawing No. 71	The 6" sanitary sewer line from the Operator's House has been changed to connect into the existing 18" M.I.S. Also, change "stop-box" to "roadway service box" on the new 1 1/2" ϕ copper water service line. See Addendum Drawing No. R-3.



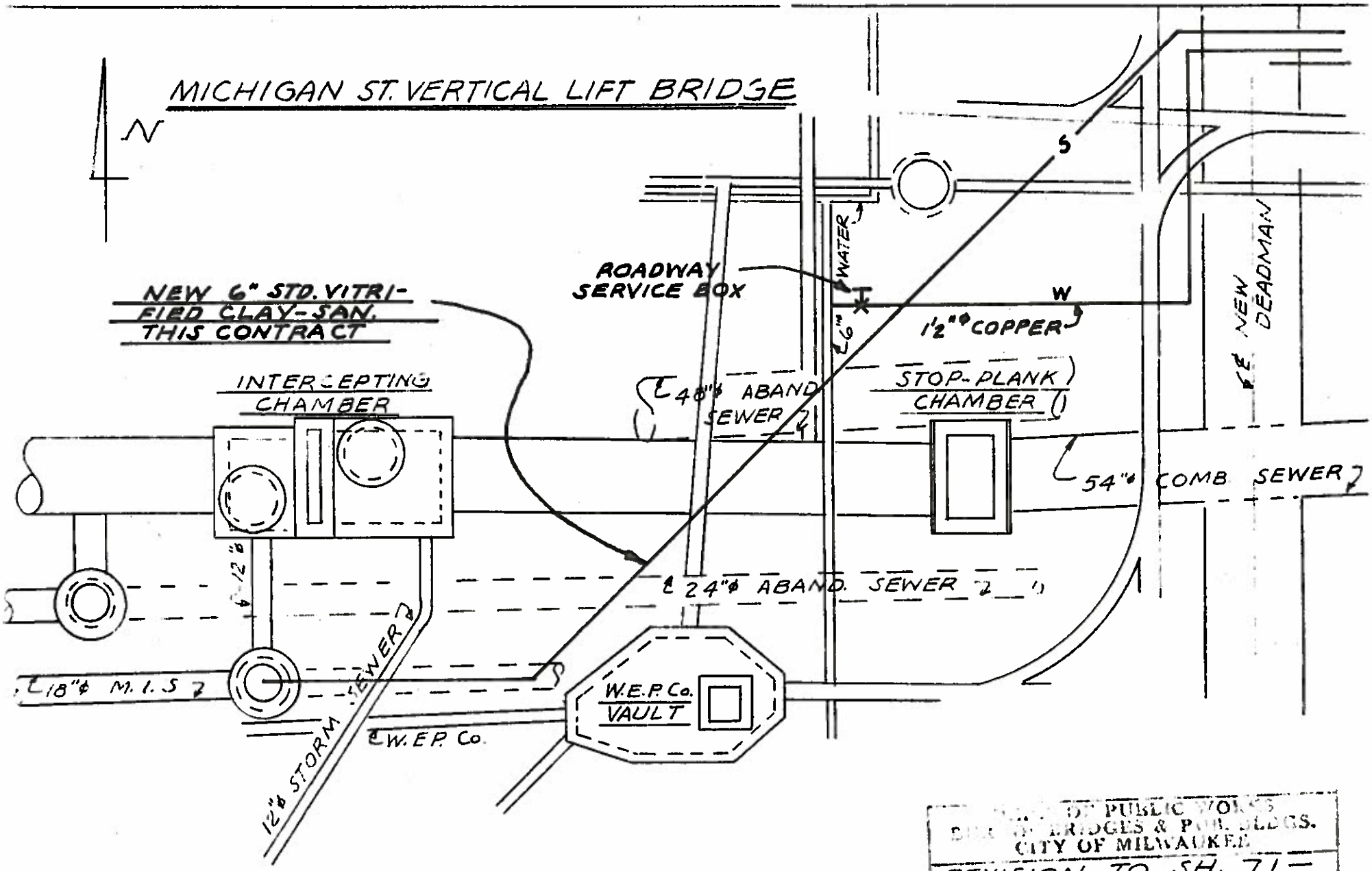
COUNTERWEIGHT
SHEAVES SX-1
(REFER TO SHT. #57)

DEPARTMENT OF PUBLIC WORKS
BUR. OF BRIDGES & PUBLIC BLDG.S
CITY OF MILWAUKEE

MICHIGAN ST. VERTICAL LIFT BRIDGE
OVER MILWAUKEE RIVER
COUNTERWEIGHT SHEAVE REVISION

DRAWN BY L.F.R. DATE: 2-15-77
REVISED BY L.F.R. DATE: 2-15-77
APPROVED BY Henry J. Baker DATE:

JOB NO. 505-98 DRWG. NO. R-2



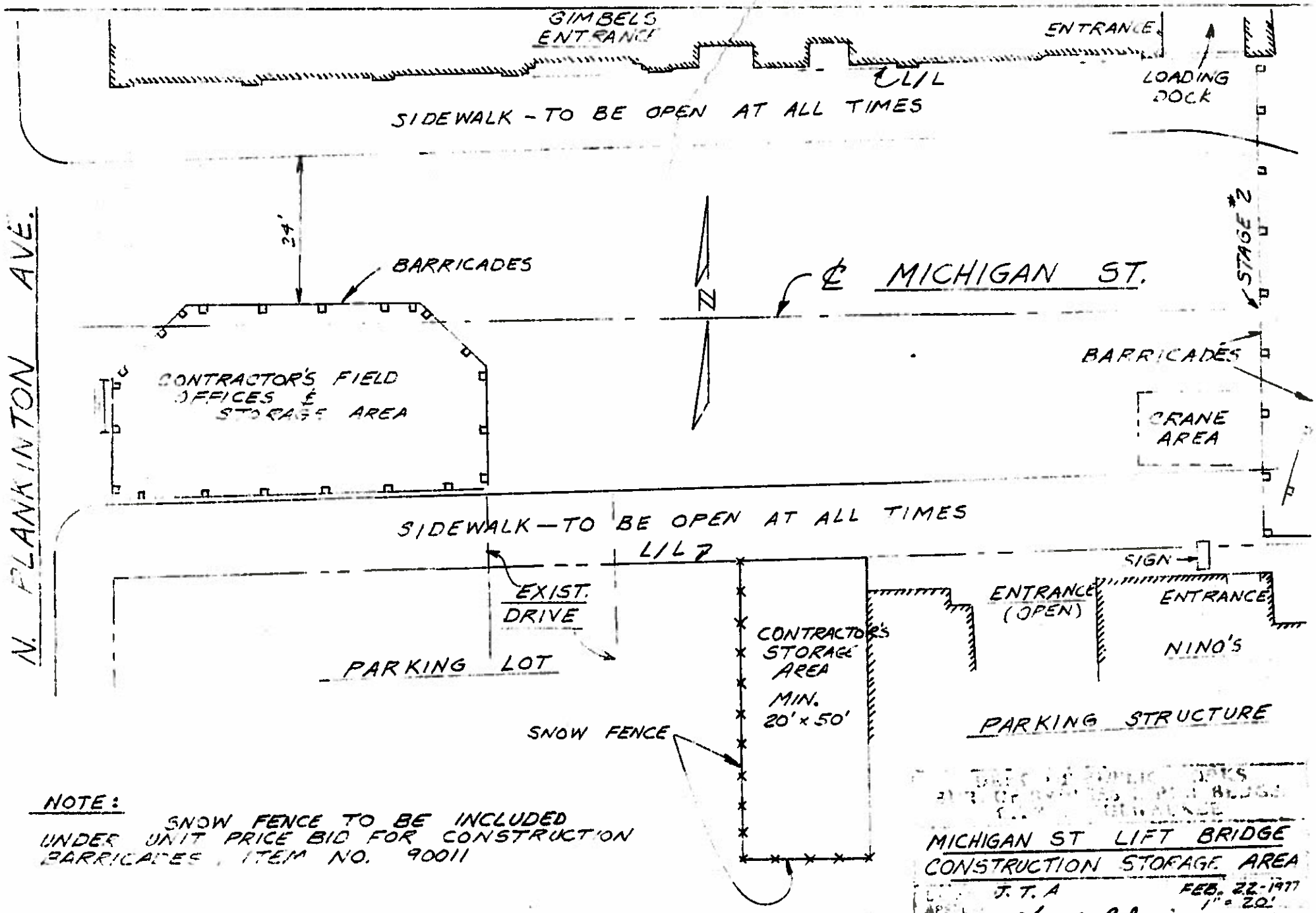
REVISIONS:
1. RELOCATED NEW 6" V.C. SANITARY SEWER
2. CHANGED "STOP BOX" TO "ROADWAY SERVICE BOX"

DEPT. OF PUBLIC WORKS
BUR. OF BRIDGES & PUB. BLDGS.
CITY OF MILWAUKEE

REVISION TO SH. 71 — PLOT PLAN-UTILITIES

DESIGN DGH DATE 2-15-77
APPROVED Henry J. Balcom 8"=1'-0"
SUPT. BRIDGES & BLDGS. 505-98

DRWG. NO. R-3



NOTE:
SNOW FENCE TO BE INCLUDED UNDER UNIT PRICE BID FOR CONSTRUCTION BARRICADES, ITEM NO. 90011

MICHIGAN ST LIFT BRIDGE
CONSTRUCTION STORAGE AREA
J. T. A
FEB. 22-1977
1" = 20'
Henry J. Balcomi
505-98

SCALE: 1" = 20'

DWG. NO. R-1

Bureau of Bridges
and Public Buildings

February 28, 1977

MICHIGAN STREET VERTICAL LIFT BRIDGE
Pre-Bid Meeting
Febraury 23, 1977

A pre-bid meeting on the Michigan Street Vertical Lift Bridge over the Milwaukee River was held on Wednesday, February 23, 1977, at 10:00 a.m. in the Department of Public Works Bid Room, Room 507 Municipal Building, 841 North Broadway, Milwaukee, Wisconsin.

Present:

Electrical Sales & Engineering	-	William Lampiris
	-	B. T. Smith
	-	John Baranski
	-	Ron Eder
Shappert Engr. Company	-	Ralph Carlson
Joseph Wittig Co.	-	Ned Baldus
Druml Company, Inc.	-	Ed DePreter
Edw. Gillen Company	-	Dick Zirbel
	-	Bob Wendorf
Northwestern Elevator	-	Henry Fuchs
Otis Erecting Company	-	Ray C. Otis
	-	Ray W. Otis
Wendnagel & Co., Inc.	-	Dick Edmunds
Edward Kraemer & Sons	-	Nick Egelstett
	-	Steve Lunde
	-	Robert Zauner
City of Milwaukee		
Department of Public Works	-	Don Hiller
	-	Dave Kwiatkowski
	-	
Bridges & Public Buildings	-	Henry J. Balconi
	-	Norris A. Batalden
	-	Paul Bruno
	-	George Roemer

Mr. Balconi opened the meeting by stating that this is a pre-bid meeting on Official Notice No. 16 for the construction of the Michigan Street Vertical Lift Bridge over the Milwaukee River.

Mr. Balconi thanked those contractors present for coming to today's pre-bid meeting. He said in the past we have found that pre-bid meetings have proven worthwhile as it provides an opportunity for contractors to clear up any questions they may have on the plans and specifications. Mr. Balconi said that any required changes could then be incorporated in an addendum, which will be distributed to all contractors who have taken out bid proposals. Mr. Balconi said there will be an addendum to the project specifications and that the addendum would be mailed out the early part of next week.

Mr. Balconi explained that this project is totally financed by Federal funds under the Public Works Capital Development Investment Program. He said this program is administered by the Economic Development Agency of the U.S. Department of Commerce. As a result of this Federal financing, the City as well as the successful contractors will have to abide fully with the Federal requirements and regulations. Mr. Balconi said a number of Federal forms were handed out with the bid proposals, and these forms must be fully executed and submitted with the bid proposal. Mr. Balconi added that the contractors should not take issue with the bid proposal by making insertions on the proposal as this could constitute an irregular bid. He said if the contractors have any comments they should be written on a separate sheet of paper and be submitted with the bid proposal.

Mr. Balconi said the Branch 1 bidders should be aware of the requirement spelled out in Official Notice No. 16 that on site labor must begin on or before March 23, 1977. He said this is a requirement of the Local Public Works Bill, which was specifically created to enhance the job market in high unemployment areas as expeditiously as possible. In order to accomplish this the bill included a provision that on site labor has to begin within 90 days after the grant is approved.

Mr. Balconi also said there will be a pre-construction meeting with the successful low bidders on Monday, March 14, 1977, at 10:00 a.m., in the Department of Public Works Conference Room, Room 516 Municipal Building, Milwaukee, Wisconsin. He said since this is a requirement of the Federal government, all successful bidders have to attend. Mr. Balconi then introduced Mr. Don Hiller of the Department of Public Works to explain some of the major Federal requirements of the Local Public Works Bill.

Mr. Hiller said one of the most important aspects of any Federal grant is that contracts will not be awarded to any contractor who is on the Office of Federal Contract Compliance list of debarred contractors. He said any contractor who is on that list should not even submit a bid, as we are not allowed to award a contract to him. He said any contractor on the list should be fully aware of this, as the government should have informed him.

Mr. Hiller said he wanted to re-emphasize the on site labor requirement of March 23. He said the successful Branch 1 contractor must have some labor on the site by that date in order not to jeopardize the Federal grant and that the work once begun should also be continuous until completion of the project.

Mr. Hiller said there are some special reports that must be provided by the contractors. One is the monthly skilled and unskilled labor report that the contractors must submit to the City. He said the City will provide the forms. He also said a weekly payroll form for the Federal government's evaluation purposes, and another standard City payroll form must also be submitted by the contractors.

Mr. Hiller then introduced Mr. Dave Kwiatkowski, the wage compliance officer and affirmative action officer of the Department of Public Works. Mr. Kwiatkowski said basically the wage rates that will apply on this contract are the Milwaukee area prevailing wage rates, those rates negotiated by the union in this three county area. He said the rates will be enforced along with overtime payments of time and a half for hours over 8 a day and 40 a week. He said in the area of equal employment opportunity, we are looking for a good faith effort on the part of the contractors to obtain minorities on this construction project. He said there are posters that the contractors will be required to have on the job site and in their offices. He said those contractors with project costs over $50,000.00 must submit a formal written affirmative action program to the City. He said on contracts of $10,000.00 to $50,000.00 an affirmative action program must be on file in the contractor's office.

Mr. Balconi then introduced Mr. Norris Batalden, Chief Structural Designer, and Mr. Paul Bruno, the Project Engineer, both from the Bureau of Bridges and Public Buildings.

Mr. Batalden said in connection with the forthcoming addendum, there are several items that will be clarified. He said the first one is that we will be including marine labor wage rates to the minimum wage scale. He said that a bulletin board must be put up in the field office, furnished and maintained by the Branch 1 contractor. He said this should be 4' x 4', and is for the posting of wage rates, employment data, emergency numbers, etc.

Mr. Batalden said regarding the painting, we will be asking for two field coats and one shop coat for all structural steel.

He said in connection with the hydraulic system, piping and fittings, we will be requiring screwed fittings and unions in lieu of welded fittings as specified.

Mr. Batalden said for the temporary electric service, we want to change the temporary service from 240/120 to 208/120.

Mr. Batalden said there is also to be an additional storage space on the west side of the River, and it will be approximately 20' x 50', located on the parking lot adjacent to the site.

Mr. Batalden said the structural steel for the house will be clarified in the addendum. It will all be bid under structural steel, and that includes the supports as well as the lintels. He said the circular steel stair, including the railing, stairs, plates, etc., will also be bid under structural steel.

Mr. Batalden said there will also be a clarification on the drawings on a shive on which we have shown four grooves. He said there should be five to take care of the five cables for the counterweight.

Mr. Batalden said the sanitary sewer will be connected to the 18" MIS, which will be shown on a drawing to be included in the addendum.

He said there is to be a stop box in lieu of the type that was specified for the copper water service.

Mr. Batalden said the items he mentioned will be covered in the addendum.

Mr. Balconi then asked the contractors whether they had any questions or comments on the plans and specifications.

Mr. Baldus of Joseph Wittig said regarding the sewer and water on the west side of the bridge, it shows that it is to go through the existing abutment. He asked if this is to be core drilled or broken out. Mr. Batalden said we have shown it as core drilled, but we will permit it to be broken out if the contractor prefers. Mr. Batalden said the plumber will have to be responsible for anything coming through the abutment. Mr. Baldus said their supplier is asking for a more detailed specification on the 3" floor drain that has a back water valve. Mr. Batalden said we will clarify this in the addendum. Mr. Bruno said the general contractor has the option of drilling or cutting down for the anchors for the deadman. He said if he cuts down, the plumber would not have to drill for his. Mr. Bruno said it would probably be best if everyone figured on drilling.

Mr. DePreter of the Druml Company said in the paving section ordinarily the pavement approach slab includes the reinforcement, but in the proposal there is a bid item for both pavement reinforcement and high strength steel. He said he would assume that pavement reinforcement is a mesh reinforcement in the roadway and the high strength steel is a mat of reinforcing bars wired together and located in the approach structural slab to the abutment. Mr. Bruno stated that this is correct and that this work is being incorporated in three separate bid items.

Mr. DePreter said on the sewer section of the bid, there are only two bid items, 13 feet of 42" and 14 feet of 54". He asked if the two stop plank chambers are to be merged into this sewer pipe. Mr. Bruno said we would clarify this in the addendum.

Mr. Fuchs of Northwestern Elevator said in the piping section there is a note about the exterior of the pipe being coated with tar set and that the pipes should be sandblasted. He asked if the sandblasting could be done somewhere other than the job site. Mr. Batalden said this should be sandblasted at the site to eliminate any rusting. He said the pipes should be coated immediately after sandblasting.

Mr. Eder of Electric Sales said in the electrical section it asks for engraved metal plates for the wiring diagrams in one part, and

in another part it asks for laminated or engraved metal plates. He asked what is meant by laminated. Mr. Batalden said we would clarify this in the addendum.

Mr. Eder said on the converting the bridge house bells, it looks like there are two bells per bridge house. Mr. Batalden said there is one electric bell and one hand operated bell per bridge house. Mr. Eder asked if the hand operated bell is to be converted to an electrically operated bell. Mr. Batalden said that was correct.

Mr. Balconi asked if the Branch 1 contractors would have any problem with the requirement of on site labor by March 23 as far as procurement of materials is concerned. It was asked what type of work constitutes the on site labor requirement. Mr. Batalden said we would expect the general contractor to drive steel sheet piling immediately and, therefore, sheet piling for the cofferdam should be on the site at the start of construction. Mr. Balconi asked if any of the Branch 1 contractors had checked whether sheet piling would be available prior to March 23. Mr. Zauner said they have not had any problems with procuring sheet piling on other jobs, so he would not expect any on this project. Mr. Hiller said that the government requirement is that actual physical construction start on March 23 and continue, and this does not mean just moving on to the job site. Mr. Balconi said we will call the successful Branch 1 contractor in prior to the scheduled pre-construction meeting of March 14 so he will have additional time to procure material and mobilize the necessary labor and equipment to commence work on or before March 23, 1977.

Mr. Carlson from Shappert Engineering asked what the status is on the Western Union cable. Mr. Batalden said a new cable will be installed at a new location prior to March 23, 1977. Mr. Bruno said this new location will not interfere with the construction of the bridge, and will be clarified in the addendum.

Mr. Reynolds of Ed Kraemer asked if the starting date would be moved back if there would be a conflict with, for example, the other submarine cables. Mr. Batalden said the cables will be de-energized prior to March 23, so there would be no conflicts.

Mr. Carlson asked how much room should be left for the Iroquois to navigate the channel. Mr. Batalden said this is already covered in the specifications for navigable channels.

Mr. Balconi asked if there were any questions about working hours. There were none.

Mr. Zirbel said the specifications note that blasting operations are limited to the piers. Mr. Batalden said this was correct. Mr. Balconi said the City has checked with all involved parties, and there should be no problems obtaining a blasting permit for the piers.

There being no further questions or comments, the meeting was adjourned at 10:40 a.m.

Respectfully submitted,

Henry J. Balconi /mbm

HENRY J. BALCONI, Superintendent
Bureau of Bridges and Public Buildings

mbm

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The City of Milwaukee (herein called the "Owner"), invites bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received by the Owner at the office of _____ until 10:30 o'clock A.M. ~~P.M.~~, _____ ~~ST.~~ March 7, 1977, and then at said office publicly opened and read aloud. ~~[illegible]~~ _____ ~~XX~~ _____ ~~[illegible]~~ _____.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed form and accompanied by "Certification by Bidder Regarding Equal Employment Opportunity", Form ED-119. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certification must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract - -

a. Must be acceptable to the Owner and Economic Development Administration.

b. Must submit Form ED-120, "Certification by Proposed Subcontractor Regarding Equal Employment Opportunity". Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method Bidding

The owner invites bids for the construction of the Michigan Street Vertical Lift Bridge over the Milwaukee River in the City of Milwaukee, in the form of unit price or lump sum bids, whichever applies, as indicated in the Official Notice to Bidders.

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. The amount of the bid bond, or cash or certified check is indicated for each branch of work in the Official Notice to Bidders. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work as indicated for each branch within the specified number of calendar days thereafter as indicated in the Official Notice to Bidders. Bidder must agree also to pay as liquidated damages, as indicated for each branch in the Official Notice to Bidders for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to the Bureau of Bridges and Public Buildings Room 311 Municipal Building, 841 North Broadway at Milwaukee, Wisconsin 53202 and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

(a) Inspection and testing of materials.
(b) Insurance requirements.
(c) Wage rates.
(d) Stated allowances.

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award - Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

18. Compliance Review

If the bid is in the amount of five hundred thousand dollars or more, the bidder and his proposed non-exempt subcontractors will be subject to full pre-award equal opportunity compliance reviews by EDA personnel before the award of the contract for the purpose of determining whether the bidder and his subcontractors are able to comply with the provisions of the equal opportunity clause of Executive Order 11246.

19. Hiring of Local Labor

The maximum feasible employment of local labor is covered in Section 59 of the General Conditions. This section emphasizes that every Contractor and Subcontractor undertaking to do work on any EDA assisted project shall employ to the maximum extent practical, in carrying out such contract work, qualified persons who regularly reside in the designated area where such project is located.

The Contractor will be responsible for assuring that his subcontractors comply with Section 59.

20. Affirmative Action Requirements

Where the EDA assisted project is in an area covered by an Office of Federal Contract Compliance imposed plan or hometown plan approved by Office of Federal Contract Compliance the Contractor will be required to complete a certificate that he intends to comply with the applicable plan. In addition, the Contractor will be required to complete monthly, Optional Form 66, Monthly Manpower Utilization Report.

FORM ED-118
(2-4-72)

OMB No. 41-R247
Approval Expires August 31, 1973

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

BID FOR UNIT PRICE CONTRACTS
OFFICIAL NOTICE TO BIDDERS NO. 16
BRANCH 1

Place _____

Date _____

Project No. 06510,084

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____*.

To the City of Milwaukee, Dept. of Public Works, 841 North Broadway, Milwaukee, Wisconsin (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a vertical lift bridge on Michigan Street over the Milwaukee River in the City of Milwaukee, Branch 1, General Construction, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 535 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $505.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

_____

_____

_____

*Insert "a corporation", "a partnership", or "an individual" as applicable.

OFFICIAL NOTICE NO. 13
NOTICE TO CONTRACTORS
BRANCH NO. 1 SHAPPERT ENG. CO.

For furnishing all of the material and doing all the work necessary and required for Project A, consisting of removing old bridge, excavation, marine work, cofferdams, piling work, concrete work, operator's house, and construction barricades.

Item No.	Approximate Quantity	Description	Item Total
20351	1	Removing Old Bridge-Sta. 4 + 01.0	
(Bid in figures) $ 153,000.00		lump sum	$
(Bid in words)			
20610	1	Excavation for Structures-Bridges	
(Bid in figures) $ 20,000.00		lump sum	$
(Bid in words)			
20650	1	Cofferdam, Pier No. 1	
(Bid in figures) $ 90,000.00		lump sum	$
(Bid in words)			
20651	1	Cofferdam, Pier No. 2	
(Bid in figures) $ 90,000.00		lump sum	$
(Bid in words)			
40701	9.5	Bituminous Concrete Pavement	
(Bid in figures) $ 63.00		per ton	$
(Bid in words)			
50201	3000.0	Concrete Masonry-Bridges	
(Bid in figures) $ 160.00		per c.y.	$
(Bid in words)			
50211	1362.0	Concrete Masonry-Seal	
(Bid in figures) $ 40.00		per c.y.	$
(Bid in words)			

Item No.	Approximate Quantity	Description	Item Total
50220	151.0	Preformed Elastomeric Compression Joint Seal	

(Bid in figures) $ 50.00 per l.f. $

(Bid in words) _____

50504	303,760.0	High Strength Bar Steel Reinforcement-Bridges	

(Bid in figures) $ 0.27 per lb. $

(Bid in words) _____

50702	4.7	Treated Lumber and Timber	

(Bid in figures) $ 2,000.00 per M.B.M. $

(Bid in words) _____

51120	5764.0	Steel Piling Delivered and Drive, HP 8 X 36 pound	

(Bid in figures) $ 8.00 per l.f. $

(Bid in words) _____

51122	9915.0	Steel Piling Delivered and Driven, HP 12 X 53 pound	

(Bid in figures) $ 9.50 per l.f. $

(Bid in words) _____

51205	8727.0	Steel Sheet Piling, Delivered	

(Bid in figures) $ 7.00 per s.f. $

(Bid in words) _____

51206	8727.0	Steel Sheet Piling, Driven	

(Bid in figures) $ 0.10 per s.f. $

(Bid in words) _____

51207	2400.0	Temporary Steel Sheet Piling, Delivered, Driven and Pulled - East Approach	

(Bid in figures) $ 2.00 per s.f. $

(Bid in words) _____

Item No.	Approximate Quantity	Description		Item Total
51601	212.0	Damp-proofing		
(Bid in figures) $		3.00	per s.y.	$
(Bid in words)				
51604	96.0	Membrane Waterproofing		
(Bid in figures) $		12.00	per s.y.	$
(Bid in words)				
90001	1	Bridge Operator's House		
(Bid in figures) $		64,250.00	lump sum	$
(Bid in words)				
90010	1750.0	Skid-Resistant Wearing Surface		
(Bid in figures) $		1.00	per s.f.	$
(Bid in words)				
90011	685.0	Construction Barricades		
(Bid in figures) $		15.00	per l.f.	$
(Bid in words)				

TOTAL FOR PROJECT A (in figures) $ 1,272,172.90

TOTAL FOR PROJECT A (in words)

Including Project B - Structural Steel and Machinery

50601	540,460.0	Structural Carbon Steel		
(Bid in figures) $		0.57	per lb.	$
(Bid in words)				
50605	45,329.0	Structural Low Alloy Steel		
(Bid in figures) $		0.57	per lb.	$
(Bid in words)				

Item No.	Approximate Quantity	Description	Item Total
50621	72.0	Bearing Pads	
(Bid in figures) $		10.00 per s.f.	$
(Bid in words)			
51320	264.0	Steel Pipe Railing - Type B	
(Bid in figures) $		15.00 per l.f.	$
(Bid in words)			
51321	1	Aluminum Circular Pipe Railing - Type D	
(Bid in figures) $		2,000.00 lump sum	$
(Bid in words)			
51330	426.0	Steel Tubular Railing - Type A	
(Bid in figures) $		70.00 per l.f.	$
(Bid in words)			
51331	1	Steel Tubular Railing - Type C	
(Bid in figures) $		2,000.00 lump sum	$
(Bid in words)			
51426	16.0	Downspouts - 6 in. dia.	
(Bid in figures) $		40.00 per l.f.	$
(Bid in words)			
51502	51.0	One Inch Open Grid Steel Floor	
(Bid in figures) $		25.00 per s.f.	$
(Bid in words)			
51503	2660.0	2 1/2 Inch Open Grid Steel Floor	
(Bid in figures) $		20.00 per s.f.	$
(Bid in words)			
90006	1	Machinery	
(Bid in figures) $		180,000.00 lump sum	$
(Bid in words)			

Item No.	Approximate Quantity	Description	Item Total
90007	1	Aluminum Floor Plates	

(Bid in figures) $ 35,000.00 lump sum $

(Bid in words) _____

TOTAL FOR PROJECT B (in figures) $ 642,514.73

TOTAL FOR PROJECT B (in words) _____

Including Project C - Paved Approaches

20401 293.0 Removing Pavement

(Bid in figures) $ 3.50 per s.y. $

(Bid in words) _____

20402 488.0 Removing Bituminous Surface

(Bid in figures) $ 2.50 per s.y. $

(Bid in words) _____

20405 217.0 Removing Curb and Gutter

(Bid in figures) $ 3.00 per l.f. $

(Bid in words) _____

20406 4461.0 Removing Concrete Sidewalk and Driveway

(Bid in figures) $ 0.35 per s.f. $

(Bid in words) _____

20408 7.0 Removing Wall and/or Footing

(Bid in figures) $ 200.00 per c.y. $

(Bid in words) _____

20901 4610.0 Granular Backfill

(Bid in figures) $ 4.00 per ton $

(Bid in words) _____

Item No.	Approximate Quantity	Description	Item Total
30404	88.0	Crushed Aggregate Base Course	

(Bid in figures) $ 6.50 per c.y. $

(Bid in words) _____

30709	15.0	Concrete Base Course - 8 inch	

(Bid in figures) $ 12.00 per s.y. $

(Bid in words) _____

40701(a)	144.0	Variable Thickness Asphalt Concrete Pavement	

(Bid in figures) $ 21.50 per ton $

(Bid in words) _____

40701(b)	222.0	Variable Thickness Asphalt Binder	

(Bid in figures) $ 20.25 per ton $

(Bid in words) _____

40931	1806.0	Concrete Driveway - 7 inch	

(Bid in figures) $ 1.85 per s.f. $

(Bid in words) _____

40935	327.0	Concrete Pavement Approach Slab	

(Bid in figures) $ 28.00 per s.y. $

(Bid in words) _____

40950	327.0	Concrete Pavement Reinforcement	

(Bid in figures) $ 2.50 per s.y. $

(Bid in words) _____

50507	20,920.0	High-Strength Bar Steel Reinforcement	

(Bid in figures) $ 0.25 per lb. $

(Bid in words) _____

60124	281.0	Concrete Curb and Gutter - 31 inches	

(Bid in figures) $ 11.00 per l.f. $

(Bid in words) _____

60171	133.0	Special Curb and Gutter Section	

(Bid in figures) $ 12.00 per l.f. $

(Bid in words) _____

Item No.	Approximate Quantity	Description	Item Total
60205	4251.0	Concrete Sidewalk - 5 Inch	
(Bid in figures) $		1.60 per s.f.	$
(Bid in words)			
61182	12.0	Adjusting Manhole Covers	
(Bid in figures) $		80.00 per ea.	$
(Bid in words)			
64202	1	Field Office - Type B	
(Bid in figures) $		2,500.00 lump sum	$
(Bid in words)			
90012	436.0	Cold Plastic Pavement Marking, 5 Inch, White	
(Bid in figures) $		1.26 per l.f.	$
(Bid in words)			
90013	1282.0	Cold Plastic Pavement Marking, 5 Inch, Yellow	
(Bid in figures) $		1.14 per l.f.	$
(Bid in words)			
90014	1	Temporary Sidewalk	
(Bid in figures) $		500.00 lump sum	$
(Bid in words)			
90015	396.0	Removing Reinforced Concrete Walk	
(Bid in figures) $		0.60 per s.f.	$
(Bid in words)			
90016	8.0	Variable Thickness Concrete Base	
(Bid in figures) $		60.00 per c.y.	$
(Bid in words)			
90017	1	Adjusting to Grade One Stop Plank Chamber and One Intercepting Chamber	
(Bid in figures) $		400.00 lump sum	$
(Bid in words)			

TOTAL FOR PROJECT C (in figures) $ 69,762.99

TOTAL FOR PROJECT C (in words) _____

Item No.	Approximate Quantity	Description	Item Total

Including Project D - Sewer Work

90008 13.0 Steel Sewer Pipe - 42 Inch ø

(Bid in figures) $ 500.00 per l.f. $

(Bid in words) _____

90009 14.0 Steel Sewer Pipe - 54 Inch ø

(Bid in figures) $ 600.00 per l.f. $

(Bid in words) _____

TOTAL FOR PROJECT D (in figures) $ 14,900.00

TOTAL FOR PROJECT D (in words) _____

TOTAL COST FOR BRANCH NO. 1 (includes Project A, B, C, and D)

(Total cost in figures) $ 1,999,350.62

(Total cost in words) _____

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of _____ _____ $ _____ is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By _____
(Title)

(SEAL - if bid is by a corporation)

_____
(Business Address)

In case of obtaining the award, the undersigned bidder will employ, subject to the approval of the said Commissioner, the following subcontractors, with the class of work to be performed by each, which list shall not be added to nor altered without the written consent of the Commissioner:

NAME OF PROPOSED SUBCONTRACTORS	CLASS OF WORK

MINIMUM WAGES

Regarding wages, no employee engaged upon public work of the City of Milwaukee, by any Contractors or Subcontractors, shall be paid less than the wage scale adopted by the City of Milwaukee Common Council or as prescribed by the Federal Labor Standards, whichever is higher.

WAGE VIOLATIONS

Contractors and Subcontractors who pay less than the prescribed minimum wages will be penalized in accordance with the City of Milwaukee Code of Ordinances, Section 2-286 on the Code of Federal Regulations, Title 29, subpart A, Part 5, whichever applies.

PROOF OF CARRIAGE OF INSURANCE

(Also see General Conditions #28, f)

Contractor and Subcontractors shall furnish to the City prior to an award of a contract a certificate of insurance with ten (10) day notice of cancellation as proof that the Contractor and all Subcontractors carry statutory coverage of Workmen's Compensation Insurance for all persons performing any work or services under the contract, as required by the Workmen's Compensation Act of the State of Wisconsin. A separate insurance certificate need not be furnished if the Contractor or Subcontractor has filed a certificate currently in effect. No Contractor or Subcontractor shall perform any work under the contract after expiration or cancellation of the insurance certificate on file with the City unless and until a new certificate of insurance is placed on file as proof of the required statutory coverage.

SWORN STATEMENT OF BIDDER
AS REQUIRED BY
SECTION 66.29 (7) WISCONSIN STATUTES

I, being first duly sworn at _____
(City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and the other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.

Signature _____

_____
(Title, if any)

_____
(Address)

Subscribed and Sworn to before me this

_____ day of _____, 19___

_____

Notary Public, _____ County

State of _____

My commission expires _____

OMB No. 41-R-178
Approval Expires August 31, 1973

FORM ED-117
(2-73)

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

BID FOR LUMP SUM CONTRACTS

OFFICIAL NOTICE TO BIDDERS NO. 16
BRANCH 2

Place _____

Date _____

Project Number 065104084

Proposal of _____ (hereinafter called "Bidder") organized and existing under the laws of the State of _____ doing business as _____*

To the City of Milwaukee, Department of Public Works, 841 North Broadway, Milwaukee, Wisconsin (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a Vertical Lift Bridge on Michigan Street over the Milwaukee River, Branch 2, Electrical Work including Heating Work,

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 535 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $ 45.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

_____

_____

_____

_____

* Insert "a corporation", "a partnership", or "an individual" as applicable.

(More)

USCOMM-DC 28418-P

BRANCH NO. 2 ROMAN ELECTRIC CO.

For furnishing all of the material and doing all of the work necessary and required for the electrical work, including the heating work.

Item No.	Approximate Quantity	Description		Item Total
90002	1	Electrical Work		
(Bid in figures) $	119,840.00		lump sum	$
(Bid in words)				
90004	1	Heating		
(Bid in figures) $	2,710.00		lump sum	$
(Bid in words)				

TOTAL COST FOR BRANCH NO. 2 (including electrical work and heating)

(Total cost in figures) $ 122,550.00

(Total cost in words)

BASE PROPOSAL: The Bidder agrees to perform all of the ELECTRICAL WORK (Including Heating).

BRANCH 2 _____ work

described in the specifications and shown on the plans for the sum of _____

_____ ($ _____) (Amount shall be shown in both words and

figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATE PROPOSAL: N/A

Alternate No. 1: _____

Deduct the sum of _____ ($ _____)

N/A

UNIT PRICES

For changing quantities of work items from those indicated by the contract drawings upon written instructions from the architect engineer, the following unit prices shall prevail:

1. _____ $ _____

2. _____ $ _____

3. _____ $ _____

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with paragraph 17(a) of the General Conditions.

The Bidder understands that the owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions.

The bid security attached in the sum of _____ ($ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: _____
(Title)

_____
Business Address

(SEAL if bid is by a corporation)

In case of obtaining the award, the undersigned bidder will employ, subject to the approval of the said Commissioner, the following subcontractors, with the class of work to be performed by each, which list shall not be added to nor altered without the written consent of the Commissioner:

NAME OF PROPOSED SUBCONTRACTORS	CLASS OF WORK

MINIMUM WAGES

Regarding wages, no employee engaged upon public work of the City of Milwaukee, by any Contractors or Subcontractors, shall be paid less than the wage scale adopted by the City of Milwaukee Common Council or as prescribed by the Federal Labor Standards, whichever is higher.

WAGE VIOLATIONS

Contractors and Subcontractors who pay less than the prescribed minimum wages will be penalized in accordance with the City of Milwaukee Code of Ordinances, Section 2-286 on the Code of Federal Regulations, Title 29, subpart A, Part 5, whichever applies.

PROOF OF CARRIAGE OF INSURANCE

(Also see General Conditions #28, f)

Contractor and Subcontractors shall furnish to the City prior to an award of a contract a certificate of insurance with ten (10) day notice of cancellation as proof that the Contractor and all Subcontractors carry statutory coverage of Workmen's Compensation Insurance for all persons performing any work or services under the contract, as required by the Workmen's Compensation Act of the State of Wisconsin. A separate insurance certificate need not be furnished if the Contractor or Subcontractor has filed a certificate currently in effect. No Contractor or Subcontractor shall perform any work under the contract after expiration or cancellation of the insurance certificate on file with the City unless and until a new certificate of insurance is placed on file as proof of the required statutory coverage.

SWORN STATEMENT OF BIDDER
AS REQUIRED BY
SECTION 66.29 (7) WISCONSIN STATUTES

I, being first duly sworn at _____
(City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and the other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.

Signature _____

_____
(Title, if any)

_____
(Address)

Subscribed and Sworn to before me this
_____ day of _____, 19___

_____

Notary Public, _____ County
State of _____
My commission expires _____

Form No. 41-R-378
Approval Expires August 31, 1973

Form ED-117
(1-73)

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

BID FOR LUMP SUM CONTRACTS

OFFICIAL NOTICE TO BIDDERS NO. 16
BRANCH 3

Place _____

Date _____

Project Number 065104084

Proposal of _____ (hereinafter called "Bidder")
organized and existing under the laws of the State of _____ doing business
as _____*

To the City of Milwaukee, Department of Public Works, 841 North Broadway,
Milwaukee, Wisconsin (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a Vertical Lift Bridge on Michigan Street over the Milwaukee River, Branch 3, Hydraulic Equipment

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 535 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $ 29.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

_____

_____

_____

_____

* Insert "a corporation", "a partnership", or "an individual" as applicable.

(More)

USCOMM-DC 28438-F

BRANCH NO. 3 NORTHWESTERN ELEVATOR CO. INC.

For furnishing all of the material and doing all of the work necessary and required for the hydraulic equipment installation and operation.

Item No.	Approximate Quantity	Description		Item Total
90003	1	Hydraulic Equipment		
(Bid in figures) $		51,678.00	lump sum	$

(Bid in words)

BASE PROPOSAL The Bidder agrees to perform all of the Hydraulic Equipment, Branch 3 _____ work described in the specifications and shown on the plans for the sum of _____ ($ _____) (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATE PROPOSAL: N/A

Alternate No. _____

Deduct the sum of _____ ($ _____)

UNIT PRICES N/A

For changing quantities of work items from those indicated by the contract drawings upon written instructions from the architect engineer, the following unit prices shall prevail:

1. _____ $ _____
2. _____ $ _____
3. _____ $ _____

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with paragraph 17(a) of the General Conditions.

The Bidder understands that the owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions.

The bid security attached in the sum of _____ ($ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By _____
(Title)

_____
(Name and Address)

(SEAL [illegible] by a corporation)

ATTEST [illegible]

In case of obtaining the award, the undersigned bidder will employ, subject to the approval of the said Commissioner, the following subcontractors, with the class of work to be performed by each, which list shall not be added to nor altered without the written consent of the Commissioner:

NAME OF PROPOSED SUBCONTRACTORS	CLASS OF WORK

MINIMUM WAGES

Regarding wages, no employee engaged upon public work of the City of Milwaukee, by any Contractors or Subcontractors, shall be paid less than the wage scale adopted by the City of Milwaukee Common Council or as prescribed by the Federal Labor Standards, whichever is higher.

WAGE VIOLATIONS

Contractors and Subcontractors who pay less than the prescribed minimum wages will be penalized in accordance with the City of Milwaukee Code of Ordinances, Section 2-286 on the Code of Federal Regulations, Title 29, subpart A, Part 5, whichever applies.

PROOF OF CARRIAGE OF INSURANCE

(Also see General Conditions #28, f)

Contractor and Subcontractors shall furnish to the City prior to an award of a contract a certificate of insurance with ten (10) day notice of cancellation as proof that the Contractor and all Subcontractors carry statutory coverage of Workmen's Compensation Insurance for all persons performing any work or services under the contract, as required by the Workmen's Compensation Act of the State of Wisconsin. A separate insurance certificate need not be furnished if the Contractor or Subcontractor has filed a certificate currently in effect. No Contractor or Subcontractor shall perform any work under the contract after expiration or cancellation of the insurance certificate on file with the City unless and until a new certificate of insurance is placed on file as proof of the required statutory coverage.

SWORN STATEMENT OF BIDDER
AS REQUIRED BY
SECTION 66.29 (7) WISCONSIN STATUTES

I, being first duly sworn at _____
(City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and the other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.

Signature _____

_____
(Title, if any)

_____
(Address)

Subscribed and Sworn to before me this
_____ day of _____, 19___

_____

Notary Public, _____ County
State of _____
My commission expires _____

OMB No. 41-R 478
Approval Expires August 31, 1974

ED-117

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

BID FOR LUMP SUM CONTRACTS
OFFICIAL NOTICE TO BIDDERS NO. 16
BRANCH 4

Place _____

Date _____

Project Number 065104084

Proposal of _____ (hereinafter called "Bidder") organized and existing under the laws of the State of _____ doing business as _____*

To the City of Milwaukee, Department of Public Works, 841 North Broadway, Milwaukee, Wisconsin (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a Vertical Lift Bridge on Michigan Street over the Milwaukee River, Branch 4, Plumbing

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 535 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $13.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

_____

_____

_____

_____

* Insert "a corporation", "a partnership", or "an individual" as applicable.

(More)

USCOMM-DC 28438

BRANCH NO. 4 JOSEPH WITTIG CO.

For furnishing all of the material and doing all of the work necessary and required for the plumbing work.

Item No.	Approximate Quantity	Description		Item Total
90005	1	Plumbing		
(Bid in figures) $		28,568.00	lump sum	$

(Bid in words)_____

BASE PROPOSAL: The Bidder agrees to perform all of the Plumbing Work, Branch 4 _____ work described in the specifications and shown on the plans for the sum of _____ _____ ($ _____) (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATE PROPOSAL: N/A

Alternate No. 1: _____

Deduct the sum of _____ ($ _____)

UNIT PRICES N/A

For changing quantities of work items from those indicated by the contract drawings upon written instructions from the architect/engineer, the following unit prices shall prevail:

1. _____ $ _____
2. _____ $ _____
3. _____ $ _____

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc to cover the finished work of the several kinds called for. Changes shall be processed in accordance with paragraph 17(a) of the General Conditions.

The Bidder understands that the owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions.

The bid security attached in the sum of _____ ($ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: _____
(Title)

_____
Business Address

(SEAL if bid is by a corporation)

[illegible]

In case of obtaining the award, the undersigned bidder will employ, subject to the approval of the said Commissioner, the following subcontractors, with the class of work to be performed by each, which list shall not be added to nor altered without the written consent of the Commissioner:

NAME OF PROPOSED SUBCONTRACTORS	CLASS OF WORK

MINIMUM WAGES

Regarding wages, no employee engaged upon public work of the City of Milwaukee, by any Contractors or Subcontractors, shall be paid less than the wage scale adopted by the City of Milwaukee Common Council or as prescribed by the Federal Labor Standards, whichever is higher.

WAGE VIOLATIONS

Contractors and Subcontractors who pay less than the prescribed minimum wages will be penalized in accordance with the City of Milwaukee Code of Ordinances, Section 2-286 on the Code of Federal Regulations, Title 29, subpart A, Part 5, whichever applies.

PROOF OF CARRIAGE OF INSURANCE

(Also see General Conditions #28, f)

Contractor and Subcontractors shall furnish to the City prior to an award of a contract a certificate of insurance with ten (10) day notice of cancellation as proof that the Contractor and all Subcontractors carry statutory coverage of Workmen's Compensation Insurance for all persons performing any work or services under the contract, as required by the Workmen's Compensation Act of the State of Wisconsin. A separate insurance certificate need not be furnished if the Contractor or Subcontractor has filed a certificate currently in effect. No Contractor or Subcontractor shall perform any work under the contract after expiration or cancellation of the insurance certificate on file with the City unless and until a new certificate of insurance is placed on file as proof of the required statutory coverage.

SWORN STATEMENT OF BIDDER
AS REQUIRED BY
SECTION 66.29 (7) WISCONSIN STATUTES

I, being first duly sworn at _____
(City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and the other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.

Signature _____

_____
(Title, if any)

_____
(Address)

Subscribed and Sworn to before me this
_____ day of _____, 19___

_____

Notary Public, _____ County
State of _____
My commission expires _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____

_____ as Principal, and

_____ as Surety, are hereby

held and firmly bound unto _____ as owner

in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 197__.

The Condition of the above obligation is such that whereas the Principal has submitted to

_____ a certain Bid,

attached hereto and hereby made a part hereof to enter into a contract in writing, for the

_____

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

(More)

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)
Principal

_____
Surety

By: _____

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

AFFIDAVIT

STATE OF WISCONSIN }
MILWAUKEE COUNTY } ss.

.....

being first duly sworn, on oath deposes and says that he is .....
(Attorney-in-Fact or Agent)

of .....
(Surety)

surety on the within bid bond executed by .....

.....

Affiant further deposes and says that no city official or city employe of the City of Milwaukee has any interest, directly or indirectly in, or is receiving any premium, commission, fee or other thing of value on account of, the sale or furnishing of said bid bond.

.....

Subscribed and sworn to before me this

..... day of ....., 19.....

.....
Notary Public, Milwaukee County, Wisconsin

My commission expires .....

Approval of Bid Bond

Examined and approved as to form and execution.

....., 19.....

.....
Assistant City Attorney

FORM ED-119
REV. 6-74

OMB No. 41-R2455
Approval Expires June 30, 1976

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

(Contractor)

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

EDA Project Number _____

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

CERTIFICATION OF BIDDER

Bidder's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract.

   a. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. . . . . ☐ Yes ☐ No

   b. Compliance reports were required to be filed in connection with such contract or subcontract . . . . . ☐ Yes ☐ No

   c. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964 . . . . . ☐ Yes ☐ No

   d. If answer to item c is "No," please explain in detail on reverse side of this certification.

2. Dollar amount of bid $ _____ .

3. Anticipated performance period _____ days.

4. Expected total number of employees who will perform the proposed construction _____ .

5. Nonsegregated facilities

   a. Notice to Prospective Federally-Assisted Construction Contractors

      (1) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause.

      (2) Contractors receiving federally-assisted construction contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause:

b. Notice to Prospective Subcontractors of Requirement for Certification of Nonsegregated Facilities

(1) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(2) Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

c. Certification of Nonsegregated facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

6. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate box:

[ ] Negro [ ] Spanish American [ ] Oriental [ ] American Indian
[ ] Eskimo [ ] Aleut [ ] White (other than Spanish American)

REMARKS:

Certification - The information above is true and complete to the best of my knowledge and belief.

_____
Name and title of signer *(Please type)*

_____ _____
Signature Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

FORM ED-120
(REV. 5-73)

OMB No. 41-R2434
Approval Expires June 30, 1976

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

(Subcontractors)

CERTIFICATION BY PROPOSED BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

_____ _____
Name of Prime Contractor EDA Project No.

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

CERTIFICATION OF BIDDER

/__/Prime Contractor _____

/__/Sub-Contractor _____

/__/ Bidder's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract.

   a. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause . . . . . ☐ Yes ☐ No

   b. Compliance reports were required to be filed in connection with such contract or subcontract . . . . . ☐ Yes ☐ No

   c. Subcontractor has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964. . . . . ☐ Yes ☐ No

   d. If answer to item c is "No," please explain in detail on reverse side of this certification.

2. Dollar amount of proposed subcontract $ _____

3. Anticipated performance period _____

4. Expected total number of employees who will perform the proposed subcontract _____

5. Nonsegregated facilities.

   a. Notice to Prospective Subcontractors of Requirement for Certification of Nonsegregated Facilities

      (1) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the contractor prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause.

      (2) Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

b. Certification of Nonsegregated facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain the duplicate of such certifications in his files. The subcontractor will include the original in his Bid Package.

6. Race or ethnic group designation of subcontractor. Enter race or ethnic group in the appropriate box:

☐ Negro ☐ Spanish American ☐ Oriental ☐ American Indian ☐ Eskimo
☐ Aleut ☐ White (other than Spanish American)

7. The construction subcontractor certifies that he is not affiliated in any manner with the Grantee/Borrower of the federally assisted construction project.

REMARKS:

Certification - The information above is true and complete to the best of my knowledge and belief.

_____
Name and title of signer

_____ _____
Signature Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NON-COLLUSION AFFIDAVIT

(Prime Bidder)

State of _____)
County of _____) ss.

_____, being first duly sworn, deposes and says that:

(1) He is (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Commissioner of Public Works or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant;

(Check One) _____
Signature of

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation

Subscribed and sworn to before me this

_____ day of _____, 19 ___.

_____

My commission expires _____, 19 ___.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
) SS
County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____ of
(owner, partner, officer, representative or agent)

_____ hereinafter referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the subcontractor's proposal submitted by the subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the _____ _____ Project in _____;
(City or County and State)

(3) Such subcontractor's proposal is genuine and is not a collusive or sham proposal;

(4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham proposal in connection with such Contract or to refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's proposal, or to fix any overhead, profit or cost element of the price or prices in said subcontractor's proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ _____ (Local Public Agency) or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
Title

Subscribed and sworn to before me this

_____ day of _____, 19 ___

_____
Title

_____

My commission expires _____, 19 ___.

FORM ED-524
(1-78)

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

OMB Approval Not Required

CERTIFICATION OF COMPLIANCE WITH THE CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Name of Project: _____ Project Number: _____

Location: _____
(City, county, state)

The UNDERSIGNED Certifies that:

(a) it is either (1) an applicant for financial assistance from the Economic Development Administration, (2) a bidder for a construction, service or supply contract to be entered into by the recipient of EDA assistance for the purpose of accomplishing the project noted above, or (3) a bidder for a subcontract under the latter contract;

(b) as such, those facilities under its ownership, lease or supervision which will be utilized in the accomplishment of the project noted above are not listed on the Environmental Protection Agency's (EPA) List of Violating Facilities, pursuant to Section 15.20 of 40 CFR, Part 15; and

(c) it will notify the Economic Development Administration, if the UNDERSIGNED is an applicant, or notify the recipient of the EDA financial assistance, if the UNDERSIGNED is a bidder, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing on the EPA List of Violating Facilities.

_____ _____
*Signature and Title of Applicant's/Contractor's/Subcontractor's Authorized Representative** *Date*

for _____
*Applicant/Contractor/Subcontractor**

ACKNOWLEDGEMENT

I, _____, as _____ of
Title

_____ do hereby certify that the foregoing officer who executed the
*Applicant's/Contractor's/Subcontractor's Name**

certification has full authority to bind that entity. In witness whereof I set my hand and affix the (corporate, state, county, or municipal)* seal this ____ day of _____, 19____.

_____
Name and Title of Individual

SEAL

NOTE: The above acknowledgement must be executed by a different corporate officer than the person who signed above for the entity. HOWEVER, if such entity represents a single owner, or a proprietorship, or a partnership, then the acknowledgement need not be executed.

* STRIKE OUT INAPPROPRIATE REFERENCES

USCOMM-DC 18008-P76

Form ED-122 (Rev.3-72) | U.S. Department of Commerce Economic Development Administration | OMB Approval Not Required

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 197__, by and between (1) _____ (Name of Owner), acting herein through its (2) _____ (Authorized Representative), hereinafter called "Owner" and (3) _____, doing business as*(an individu (a partnership)(a corporation) located in the City of _____ County of _____, and State of _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

hereinafter called the project, for the sum of _____ _____ Dollars ($_____) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions, and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefor as prepared by _____, herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within _____ consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of $ _____ for each consecutive calendar day thereafter as hereinafter provided in Section 19 of the General Conditions.

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Section 25, "Payment to Contractor", of the General Conditions.

USCOMM-DC 59620-P72

The prices stated in the proposal are as follows:

And the CONTRACTOR hereby agrees to and with the City:
(1) to abide by all statutes of the State of Wisconsin, and all applicable charter provisions and ordinances of the City of Milwaukee, and all amendments thereto, and all provisions of the contract documents;

(2) to pay not less than the following wage scale adopted by the Common Council of the City on March 25, 1969, Resolution File Number 68-1317 (as amended), but subject to Federal Wage Stabilization Controls, or the wage scales as determined by the United States Department of Labor, whichever is higher, for all work under this contract:

(3) to the following schedule of prices for extra work and credits:

(4) to pay the charges for the restoration of all curb and gutter, curb, sidewalk, steps, driveway, and pavement damaged or removed by him, except as otherwise provided for in the contract documents, such charges for restoration to be based upon the following unit prices:

WAGE VIOLATIONS

Contractors who pay less than the wage scale adopted by the Common Council and required by the Minimum Wage Ordinance are subject to a fine of $25.00 per day for each person for each day of violation and/or disqualification from bidding for periods up to two years.

Contractors who pay less than the wage scales as determined by the United States Department of Labor are subject to the penalties specified in the Federal Labor Standards Provisions of Title 29, Subtitle A, Part 5.5 and applicable amendments.

And the CONTRACTOR covenants and agrees to save and indemnify and keep harmless the City against all liability, judgements, costs and expenses, which may in anywise come against the City in consequence of the granting of this contract, or which in anywise result from the carelessness or neglect of the Contractor, or the agents, employes or workmen of the Contractor in any respect whatever; and in every such case where judgement is recovered against the City by reason of the carelessness or negligence of the Contractor, or his agents, employes or workmen, and if notice has been given of the pendency of such suit within 10 days after the commencement thereof, such judgements shall be conclusive against the Contractor, not only as to the amount of damages, but as to his liability to the City.

And it is mutually agreed by the parties hereto that:
(1) the time specified for the completion of the work is of the essence of this contract, and the Contractor shall not be entitled to claim performance of this contract unless the work is satisfactorily completed, in every respect, within the time herein specified;

(2) the default or neglect or delay of any other contractors, or the extension of time to any of them by the City for the completion of their work, shall not render the City liable to the Contractor, nor relieve him in any manner or sum whatsoever;

(3) this contract is made expressly subject to the powers given to the Commissioner by the charter of the City or by statute; and that the Commissioner shall have the right and power to adjust and determine, finally, all questions as to the proper performance of this contract and doing of the work by the Contractor, including the right and power to make the final decision in all instances set forth throughout the contract documents, and such right and power is hereby reserved to the Commissioner, and every adjustment and determination by the Commissioner shall be final and conclusive between the parties hereto and binding upon them;

(4) consent to the assignment or sub-letting of this contract or any part thereof, or any alterations which may be made in the terms of this contract or in the work to be done under it, or the granting of any extension of time for the performance of the contract or any other forebearance on the part of either the Commissioner or Contractor to the other shall not in any way release the Contractor, his heirs, executors, administrators, successors or assigns, from their liability hereunder. Notice to the Surety of any such assignment or sub-letting, alteration, extension or forebearance is hereby waived:

(5) the Contractor shall not assign this contract or any part thereof or any interest therein, nor sub-let the said work, or any part thereof, without the written consent of the Commissioner in advance thereof.

And the CITY, in consideration of the covenants of the Contractor and of the Surety herein contained, hereby covenants and agrees that, upon the completion of the work by the Contractor pursuant to the terms of this contract and according to the contract documents, and the true intent and meaning of this contract, and after the acceptance of the work by the Commissioner, the City will pay the Contractor, subject to any retainer or guarantee provisions in the contract documents, any balance then remaining due and payable by the terms of this contract, such final payment, however, to be made not sooner than 20 days following the acceptance of the work and in accordance with Charter Ordinance 85, passed October 13, 1936, and Charter Ordinance 118, passed February 24, 1942.

All monies paid by the City to the Contractor shall be and constitute a trust fund, in the hands of the Contractor, to the amount of all claims due and to become due or owing from the Contractor for lienable labor and materials until all such claims have been paid. The using of such monies by the Contractor for any other purpose until all such claims have been paid is, as declared by Section 289.53(4) Wisconsin Statues, an embezzlement of said monies, punishable as provided by law in case of embezzlement.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

(Seal)
ATTEST:

_____
(Secretary)

_____
(Witness)

_____
(Owner)

By_____

_____
(Contractor)

(Seal)

_____
(Secretary)

_____
(Witness)

By_____

_____
(Address)

_____

*IMPORTANT: Strike out any inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person executing contract.

DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. _____

_____, 19_____
(Date)

_____

_____

_____

_____

_____

_____

Fund Number	Reserve
_____	$_____
_____	$_____
_____	$_____
_____	$_____
Assessable_____	$_____
TOTAL _____	$_____

With
THE CITY OF MILWAUKEE

_____

For:

OMB Approval Not Required

FORM ED-124
(REV. 4-72)

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____ (Name

_____
of owner)

_____
(Address of Owner)

hereinafter called Owner, in the penal sum of _____

_____ Dollars, $(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 197___, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully idemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

(Over)

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 197__.

ATTEST:

_____
(Principal) Secretary

(SEAL)

_____
Witness as to Principal

_____
(Address)

_____

_____
Principal

By _____

_____
(Address)

_____

_____
Surety

ATTEST:

By _____
Attorney-in-Fact

_____
(Surety) Secretary

(SEAL)

_____
Witness as to Surety

_____
(Address)

_____

_____
(Address)

_____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

A F F I D A V I T

(With Performance Bond)

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

_____, being first duly sworn, on oath deposes and says that he is _____ of
(attorney-in-fact or agent)

_____ surety on the
(Bonding Company)

attached contract, executed by _____

_____

_____
(Contractor)

Affiant further deposes and says that no city official, or city employee, of the City of Milwaukee has any interest, directly or indirectly, or is receiving any premium, commission, fee, or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty, or suretyship, in connection with the above mentioned contract.

Subscribed and sworn to before me this

_____ day of _____, 19 ____.

_____
Notary Public, Milwaukee Co, Wisconsin

My commission expires _____

FORM ED-125
(REV. 4-72)

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

OMB Approval Not Required

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars, $(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Wheras, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 197__, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

(Over)

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 197___.

ATTEST:

_____ (Principal) Secretary

_____ Principal

By_____ (S)

(SEAL)

_____ (Witness as to Principal)

_____ (Address)

_____ (Address

_____

_____ Surety

ATTEST:

_____ (Surety) Secretary

(SEAL)

_____ Witness as to Surety

By_____ Attorney-in-Fact

_____ (Address)

_____ (Address)

_____

_____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

A F F I D A V I T

(With Payment Bond)

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

_____, being first duly sworn, on oath deposes and says that he is _____ of
(attorney-in-fact or agent)

_____ surety on the
(Bonding Company)

attached contract, executed by _____

_____

_____
(Contractor)

Affiant further deposes and says that no city official, or city employee, of the City of Milwaukee has any interest, directly or indirectly, or is receiving any premium, commission, fee, or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty, or suretyship, in connection with the above mentioned contract.

Subscribed and sworn to before me this

_____ day of _____, 19 ____.

_____
Notary Public, Milwaukee Co. Wisconsin

My commission expires _____

OMB No. Approval Not Required

FORM ED-126
(REV. 4-6-72)

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

CERTIFICATE OF GRANTEE/BORROWER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of _____ _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

_____

Date: _____

USCOMM-DC 59630-P72

GENERAL CONDITIONS

APRIL 1976

U.S. DEPARTMENT OF COMMERCE
Economic Development Administration

Project Management Division
Office of Public Works
Economic Development Administration

NUMERICAL INDEX

1. Contract and Contract Documents
2. Definitions
3. Additional Instructions and Detail Drawings
4. Shop or Setting Drawings
5. Materials, Services and Facilities
6. Contractor's Title to Material
7. Inspection and Testing of Materials
8. "Or Equal" Clause
9. Patents
10. Surveys, Permits, and Regulations
11. Contractor's Obligations
12. Weather Conditions
13. Protection of Work and Property-Emergency
14. Inspection
15. Reports, Records and Data
16. Superintendence by Contractor
17. Changes in Work
18. Extras
19. Time for Completion and Liquidated Damages
20. Correction of Work
21. Subsurface Conditions Found Different
22. Claims for Extra Costs
23. Right of the Owner to Terminate Contract
24. Construction Schedule and Periodic Estimates
25. Payment to Contractor
26. Acceptance of Final Payment as Release
27. Payments by Contractor
28. Contractor's and Subcontractor's Insurance
29. Contract Security
30. Additional or Substitute Bond
31. Assignments
32. Mutual Responsibility of Contractors
33. Separate Contracts
34. Subcontracting
35. Architect/Engineer Authority
36. Stated Allowances
37. Use of Premises and Removal of Debris
38. Quantities of Estimate
39. Land and Rights-of-Way
40. General Guaranty
41. Conflicting Conditions
42. Notice and Service Thereof
43. Required Provisions Deemed Inserted
44. Safety and Health Regulations for Construction
45. Minimum Wages
46. Withholding of Payments
47. Payrolls and Basic Records
48. Apprentices and Trainees
49. Copeland "Anti-Kickback" Provisions
50. Subcontractors
51. Contract Termination
52. Overtime Requirements
53. Equal Employment Opportunity
54. Other Prohibited Interests
55. Use and Occupancy Prior to Acceptance by Owner
56. Suspension of Work
57. Employment of Local Labor
58. Signs
59. National Historical Preservation Act of 1966
60. Clean Air Act and Federal Water Pollution Control Act

ALPHABETICAL INDEX

Subject	Section
Acceptance of Final Payment as Release	26
Additional or Substitute Bond	30
Additional Instructions and Detail Drawings	3
"Anti-Kickback" Provisions	49
Apprentices and Trainees	48
Architect/Engineer Authority	35
Assignments	31
Changes in Work	17
Claims for Extra Costs	22
Clean Air Act and Federal Water Pollution Control Act	60
Compliance with Copeland Regulations	49
Conflicting Conditions	41
Construction Schedule and Periodic Estimates	24
Contract and Contract Documents	1
Contract Security	29
Contract Termination	51
Contractor's and Subcontractor's Insurance	28
Contractor's Obligations	11
Contractor's Title to Material	6
Correction of Work	20
Definitions	2
Employment of Local Labor	57
Equal Employment Opportunity	53
Extras	18
General Guaranty	40
Historical Preservation	59
Inspection	14
Inspection and Testing of Materials	7
Land and Rights-of-Way	39
Materials, Services and Facilities	5
Minimum Wages	45
Mutual Responsibility of Contractors	32
Notice and Service Thereof	42
"Or Equal" Clause	8
Other Prohibited Interests	54
Overtime Requirements	52
Patents	9
Payments by Contractor	27
Payment to Contractor	25
Payrolls and Basic Records	47
Protection of Work and Property-Emergency	13
Quantities of Estimate	38
Reports, Records and Data	15
Required Provisions Deemed Inserted	43
Right of Owner to Terminate Contract	23
Safety and Health Regulations for Construction	44
Separate Contracts	33
Shop or Setting Drawings	4
Signs	58
Stated Allowances	36
Subcontracting	34
Subcontractors	50
Subsurface Conditions Found Different	21
Superintendence by Contractor	16
Surveys, Permits, and Regulations	10
Suspension of Work	56
Time for Completion and Liquidated Damages	19
Use and Occupancy Prior to Acceptance by Owner	55
Use of Premises and Removal of Debris	37
Weather Conditions	12
Withholding of Payments	46

GENERAL CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS

The Plans, Specifications and Addenda, hereinafter enumerated in paragraph 1 of the Supplemental General Conditions, shall form part of the contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

2. DEFINITIONS

The following terms as used in these General Conditions are respectively defined as follows:

a. "Contractor": A person, firm or corporation with whom this Contract is made by the Owner. (The Owner is referred to by EDA, in other documents, as the Grantee/Borrower).

b. "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.

c. "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

d. "Apprentice": (1) A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau; or (2) a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprentice.

e. "Trainee": A person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to insure that the training meets adequate standards.

3. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract.

The additional drawings and instructions thus supplied to the Contractor will coordinate with the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. SHOP OR SETTING DRAWINGS

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer, in writing, of any deviations at the time he furnishes such drawings.

5. MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

6. CONTRACTOR'S TITLE TO MATERIAL

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for users intended.

8. "OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, tradenames, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

9. PATENTS

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

License or Royalty Fee. License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. SURVEYS, PERMITS AND REGULATIONS

Unless otherwise expressly provided for in this contract, the Owner will furnish to the Contractor all surveys necessary for the execution of the work. The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. CONTRACTOR'S OBLIGATIONS

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to satisfaction of the Architect/Engineer and the Owner.

12. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. PROTECTION OF WORK AND PROPERTY—EMERGENCY

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in paragraph 17 of the General Conditions.

14. INSPECTION

The authorized representatives and agents of the Economic Development Administration shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. REPORTS, RECORDS AND DATA

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

16. SUPERINTENDENCE BY CONTRACTOR

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer.

17. CHANGES IN WORK

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

a. Unit bid prices previously approved.

b. An agreed lump sum.

c. The actual cost of:

(1) Labor, including foremen;

(2) Materials entering permanently into the work;

(3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;

(4) Power and consumable supplies for the operation of power equipment;

(5) Insurance;

(6) Social Security and old age and unemployment contributions.

To the cost under 17c, there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. EXTRAS

Without invalidating the contract, the Owner may order extra work of the kind bid upon or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in the order.

19. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and Owner, that the date of beginning and the time for completion as specified in the contract of work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections a and b of this article; Provided further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

21. SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, and any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in paragraph 17 of the General Conditions.

22. CLAIMS FOR EXTRA COSTS

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and, when requested by the Owner, give the Owner access to accounts relating thereto.

23. RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violations or delay shall cease and satisfactory arrangement or correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in

accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. PAYMENT TO CONTRACTOR

Not later than the____day of each calendar month, the Owner shall make a Progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under the contract. To insure proper performance of the contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by the contract.

In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require fulfillment of all the terms of the contract.

The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have to be paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety.

In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner, shall be considered as a payment made under the contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.

26. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contrctor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligation under this contract or the Performance and Payment Bond.

27. PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractors interest therein.

28. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved:

a. Compensation Insurance. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In acase any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in paragraph 3 of the Supplemental General Conditions.

c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in paragraph 3 of the Supplemental General Conditions specified in subparagraph b hereof, or, (2) insure the activities of his subcontractors in his policy, specified in subparagraph b hereof.

d. Scope of Insurance and Special Hazards. The insurance required under subparagraphs b and c hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by any one directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in paragraph 3 of the Supplemental General Conditions.

e. Builder's Risk Insurance (Fire and Extended Coverage). The Contractor shall procure and shall maintain during the life of this contract Builder's Risk Insurance (Fire and Extended Coverage) on a 100 percent (100%) completed value basis on the insurable portion of the project. The Owner, the Contractor, and subcontractors (as their interests may appear) shall be named as the Insured.

f. Proof of Carriage of Insurance. The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statements: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. CONTRACT SECURITY

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and also a payment bond in an amount equal to one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Performance bond and the Payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by the Economic Development Administration.

30. ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner for justifiable cause, shall be or become dissatisfied with the Surety or Sureties for the Performance and/or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

31. ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

32. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractors or any subcontractor shall suffer loss of damage on work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. SEPARATE CONTRACTS

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. SUBCONTRACTING

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statment concerning the proposed award to the subcontractor, which statement will contain such information as the Owner may require.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. ARCHITECT/ENGINEER AUTHORITY

The Architect/Engineer shall give all orders and directions comtemplated under this contract and specifications relative to the execution of the work. The Arrchitect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plan or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

36. STATED ALLOWANCES

The Contractor shall include in his proposal the cash allowances stated in paragraph 2 of the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the contract Specifications covering this work.

37. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

a. To take every precaution against injuries to persons or damage to property;

b. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;

c. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;

d. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

e. Before final payment to remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;

f. To effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished on a unit price basis under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids, and the right is expressly reserved, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. LAND AND RIGHTS-OF-WAY

Prior to the start of construction, the Owner shall obtain all land rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

40. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. CONFLICTING CONDITIONS

Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

43. REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

44. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

45. MINIMUM WAGES

All mechanics and laborers 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 amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated 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 29 CFR 5.5 (a) (1) (iv).

Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Owner shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for final determination.

The Owner shall require whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contract is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Owner, shall be referred to the Secretary of Labor for determination.

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: provided, however, the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

The Contractor agrees to comply with Executive Order 11588, issued March 29, 1971, and any other Executive Order, statute, or regulation regarding the stabilization of wages and prices in the construction industry.

46. WITHHOLDING OF PAYMENTS

The Economic Development Administration 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, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee 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 Economic Development Administration 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 until such violations have ceased.

47. PAYROLLS AND BASIC RECORDS

Payrolls and basic records relating thereto will be maintained 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 will contain the name and address of each employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1 (b) (2) 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 program described in section 1 (b) (2) (B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

The Contractor will submit weekly a copy of all payrolls to the Economic Development Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to the Economic Development Administration. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5 (a)(1)(iv) shall satisfy this requirement. The Prime Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors. The Contractor will make the records required under the labor standards clause of the contract available for inspection by authorized representatives of the Economic Development Administration and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

48. APPRENTICES AND TRAINEES

Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employees listed on a payroll at an apprentice wage rate, who is not a trainee as defined in section 2e or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the Owner written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

Trainees will permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and where the subparagraph below is applicable, in accordance with the provisions of Part 5a, Subtitle A, Title 29, Code of Federal Regulations.

On contracts in excess of $10,000, the employment of all laborers and mechanics, including apprentices and trainees, as defined in Section 2 shall also be subject to the provisions of Part 5a, Subtitle A, Title 29, Code of Federal Regulations. Apprentices and trainees shall be hired in accordance with the requirements of Part 5a.

The provisions of Sections 45, 46, and 48 shall be applicable to every invitation for bids, and to every negotiation, request for proposals, or request for quotations, for an assisted construction contract, issued after January 30, 1972, and to every such contract entered into on the basis of such invitation or negotiation. Part 5a.3, Subtitle A, Title 29, Code of Federal Regulations shall constitute the conditions of each assisted contract in excess of $10,000, and each Owner concerned shall include these conditions or provide for their inclusion, in each such contract. Parts 5a.4, 5a.5, 5a.6, and 5a.7 shall also be included in each such contract for the information of the Contractor.

49. COPELAND "ANTI-KICKBACK" PROVISIONS

These provisions of this section, 29 CFR Part 3, prescribe "Anti-Kickback" regulations under section 2 of the Act of June 13, 1964, as amended (40 U.S.C. 276c), popularly known as the Copeland Act.

Each Contractor or subcontractor shall furnish each week a Statement of Compliance, Form ED–162, to accompany the weekly submission of payroll forms.

Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statement as provided in 72 Stat. 967 (18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a fraudulent document or statement of entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned not more than five years, or both).

The requirements of this section shall not apply to any contract of $2,000 or less.

Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

a. Any deduction made in compliance with the requirements of Federal, State, or local law such as Federal or State withholding income taxes and Federal social security taxes.

b. Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such a manner as to give him complete freedom of disposition of the advanced funds.

c. Any deduction of amounts required by court process to be paid to another unless the deduction is in favor of the Contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

d. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representative of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the Contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise, and (4) the deductions shall serve the convenience and interest of the employee.

e. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

f. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

g. Any deduction voluntarily authorized by the employee for making of contributions to governmental or quasi-government agencies.

h. Any deduction voluntarily authorized by the employee for making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

i. Any deductions to pay regular union intiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the Contractor or subcontractor and representatives of its employees provided for such deductions and the deductions are not otherwise prohibited by law.

j. Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made, the additional records required under S516.25(a) of this title shall be kept.

50. SUBCONTRACTORS

The Contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as the Economic Development Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses 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.

51. CONTRACT TERMINATION

A breach of sections 44 through 50 may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

52. 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 laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or 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 his basic rate of pay for all hours in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

In the event of any violation of the clause set forth in the subsection above, the Contractor and any subcontractor responsible therefor, shall be liable to any affected employee for his 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 such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in the above subsection in the sum of $10.00 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subsection above.

The Economic Development Administration may withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth above.

The Contractor shall insert in all subcontracts the clause set forth in the above subsections of this section and also a clause requiring the subcontractors to include these clauses 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.

53. EQUAL-EMPLOYMENT OPPORTUNITY

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Reference Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and Section 112 of Public Law 92–65.

Form EDA–503. The Recipient and all Contractors, subcontractors, suppliers, lessees and other parties directly participating in the Recipient's project agree that during and in connection with the associated agreement relating to the Federally assisted program, (i) they will comply, to the extent applicable, as Contractors, subcontractors, lessees, suppliers, or in any other capacity, with the applicable provisions of the Regulations of the United States Department of Commerce (Part 8 of Subtitle A of Title 15 of the Code of Federal Regulations) issued pursuant to Title VI of the Civil Rights Act of 1964 (P.L. 88–352), and will not thereby discriminate against any person on the grounds of race, color, or national origin in their employment practices, in any of their own contractual arrangements, in all services or accommodations which they offer to the public, and in any of their other business operations, (ii) they will provide information required by or pursuant to said Regulations to ascertain compliance with the Regulations and these assurances, and (iii) their non-compliance with the nondiscrimination requirements of said Regulations and these assurances shall constitute a breach of their contractual arrangements with the Recipient whereby said agreements may be cancelled, terminated or suspended in whole or in part or may be subject to enforcement otherwise by appropriate legal proceedings.

Executive Order 11246, 30 Fed. Reg. 12319 (1965) (Equal Opportunity Clause). During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

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

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, record, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Each Contractor and subcontractor of Federally financed construction work is required to file an Equal Employment Opportunity Employer Information Report (EEO–1 on Standard Form 100) annually on March 31. Forms and instructions are available at the EDA Regional Office.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed (and remedies involved) as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the provisions of paragraphs a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

i. Exemptions to Above Equal Opportunity Clause (41 CFR Chap. 60):

(1) Contracts and subcontracts not exceeding $10,000 (other than Government bills of lading) are exempt. The amount of the contract, rather than the amount of the Federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding $100,000 for standard commercial supplies or raw materials are exempt.

54. OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

55. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

a. Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in completing the contract requirements;

b. Secures consent of the Surety;

c. Secures endorsement from the insurance carrier(s) permitting occupancy of the building or use of the project during the remaining period of construction; or

d. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit from the insurance carrier to complete construction.

56. SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

57. EMPLOYMENT OF LOCAL LABOR

The maximum feasible employment of local labor shall be made in the construction of public works and development facility projects receiving direct Federal grants. Accordingly, every Contractor and subcontractor undertaking to do work on any such project which is or reasonably may be done as on-site work, shall employ, in carrying out such contract work, qualified persons who regularly reside in the designated area where such project is to be located, or in the case of Economic Development Centers, qualified persons who regularly reside in the center or in the adjacent or nearby redevelopment areas within the Economic Development District, except:

a. To the extent that qualified persons regularly residing in the designated area or Economic Development District are not available;

b. For the reasonable needs of any such Contractor or subcontractor, to employ supervisory or specially experienced individuals necessary to assure an efficient execution of the contract;

c. For the obligation of any such Contractor or subcontractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that in no event shall the number of non-resident persons employed under this subparagraph exceed twenty percent of the total number of employees employed by such Contractor and his subcontractors on such project;

Every such Contractor and subcontractor shall furnish the United States Employment Service Office in the area in which a public works or development facility project is located with a list of all positions for which it may from time to time require laborers, mechanics, and other employees, the estimated numbers of employees required in each classification, and the estimated dates on which such employees will be required;

The Contractor shall give full consideration to all qualified job applicants referred by the local employment service, but is not required to employ any job applicants referred whom the Contractor does not consider qualified to perform the classification of work required;

The payrolls maintained by the Contractor shall contain the following information: The employee's full name, address and social security number and a notation indicating whether the employee does, or does not, normally reside in the area in which the project is located, or in the case of an Economic Development Center, in such center or in an adjacent or nearby redevelopment area within the Economic Development District as well as an indication of the ethnic background of each worker.

The Contractor shall include the provisions of this condition in every subcontract for work which is, or reasonably may be, done as on-site work.

58. SIGNS

The contractor shall supply and erect a project sign (Exhibit X) according to the specifications set forth in the following and hereinafter known as General Condition Number 58. The contractor shall be responsible for maintaining the project sign during construction of the project. Other authorities include: Requirements for Approved Projects and/or Volume 65 of the Public Works Manual of Procedures.

EDA SITE SIGNS SPECIFICATIONS

Size: 4' × 8' × 1¾"

Material: Face ¼" Tempered masonite or equal. Frame 1⅝" × 3⅝" fir-dressed four (4) sides

Assembly: 1⅝" × 3⅝" fir frame to fit 4' × 8' × 1¾" panel with two (2) center braces

Paint: Face—3 coats outdoor enamel (sprayed) Rear—1 coat outdoor enamel (sprayed)

Lettering: Silk screen enamels where possible, or hand painted enamels

Colors: Red, white, and blue. Specifically, white background; "new jobs for your community" in red; EDA logo and "In partnership with the U.S. Department of Commerce, Economic Development Administration," blue.

See Special Provisions - Item 13 a.

59. NATIONAL HISTORIC PRESERVATION ACT OF 1966

The contractor agrees to contribute to the preservation and enhancement of structures and objects of historical, architectural or archaeological significance when such items are found and/or unearthed during the course of project construction and to consult with the State Historic Preservation Officer for recovery of the items. (Reference: National Historic Preservation Act of 1966 (80 Stat 915, 16 USC 470) and Executive Order No. 11593 of May 31, 1971.)

60. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with Federal clean air and water standards during the performance of this contract and specifically agrees to the following:

a. The term "facility" means (a) any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations (b) owned, leased, or supervised (c) by the contractor and the subcontractors (d) for the construction, supply and service contracts entered into by the contractor;

b. that any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20;

c. that in the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be cancelled, terminated or suspended in whole or in part;

d. that it will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;

e. that it will promptly notify the Government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA list of Violating Facilities;

f. that it will include the provisions of paragraphs a. through g. in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR, Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;

g. that in the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (See 40 CFR, Part 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the Government, as soon as the contractor or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

☆U.S. GOVERNMENT PRINTING OFFICE: 210-801/256 1-3

SUPPLEMENTAL GENERAL CONDITIONS

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans and Specifications and all subsequently issued Addenda which form a part of this contract, as set forth in Section1 of the General Conditions, "Contract and Contract Documents".

DRAWINGS:

Sheet Number	Title
1	Title
2	Estimate of Quantities
3	General Construction Plan
4	Site Plan
5	Soil Borings
6	Alignment Plan
7	General Framing Plan
8	Typical Cross Sections
9	Stringer Elevations & Dimensions - West Approach Span
10	Stringer Elevations & Dimensions - East Approach Span
11	Girder Elevations & Dimensions - Lift Span
12	West Abutment - General Plan
13	East Abutment - General Plan
14	Abutments - Sheet Piling Plan
15	Sheet Piling Details
16	Abutment Piling Plan
17	West Abutment
18	East Abutment
19	Abutment and Deadman Details
20	Northwest Retaining Wall
21	Southwest Retaining Wall
22	Plan of West Abutment at Northwest Corner - Dock Point 44B
23	Plan of West Abutment at Southwest Corner - Dock Point 44C
24	Plan of East Abutment at Northeast Corner - Dock Point 37A
25	Plan of East Abutment at Southeast Corner - Dock Point 38A
26	Sewer Extension
27	Stop Plank Chamber Details
28	Piers 1 and 2 Foundation and Piling Plan
29	Pier 1
30	Pier 1 - Plan at Elevation + 4.00
31	Pier 1 - Approach Span Beam
32	Pier 2
33	Pier 2 - Plan at Elevation + 4.00
34	Pier 2 - Approach Span Beam
35	Bridge Operator's House
36	Operator's House - Concrete Details
37	Operator's House - Window and Door Details
38	Operator's House - Steel and Roof Details
39	Operator's House - Signal Ball
40	West Approach Span - Deck Plan
41	East Approach Span - Deck Plan

42	Approach Span - Cross Sections and Expansion Joints
43	Approach Span - Bearings, Diaphragms
44	Railing Plans
45	Railing Details
46	Circular Stairs - Operator's House Stairs
47	Lift Span - Plan
48	Lift Span - Cross Sections
49	Lift Span - End Section and Expansion Joint
50	Lift Span - Expansion Joint Detail
51	Lift Span - Jacking Beam and Lift Leg
52	Lift Span - Bumper Beam Plan and Elevation
53	Lift Span - Bumper Beam Details
54	Lift Span - Counterweight
55	Machinery - Transverse Equalizer and Counterweight System
56	Machinery - Longitudinal Equalizer System
57	Machinery - Counterweight Sheave Assembly
58	Machinery - Transverse Equalizer Assembly
59	Machinery - Longitudinal Equalizer Assembly
60	Machinery - Roller Guide Assembly
61	Machinery - Cable and Bearing Brackets
62	Electrical - Layout Plan
63	Electrical - Approach Span Section and Details
64	Electrical - Bridge House Layout
65	Electrical - Sections and Details
66	Electrical - Sections and Details
67	Electrical - Schematic Diagram 1
68	Electrical - Schematic Diagram 2
69	Hydraulic - Plan and Sections
70	Hydraulic - Hydraulic Jack Assembly
71	Plot Plan - Utilities
72	Operator's House - Heating and Plumbing
73	Operator's House - Plumbing Diagrams and Emergency Generator Details
74	Bill of Reinforcement
75	Bill of Reinforcement
76	Name Plate
77	Plan of East and West Michigan Street - North Plankinton Avenue to Bridge
78	Plan of East and West Michigan Street - North Water Street to Bridge
79	Concrete Pavement Approach Slab

<u>Existing Bridge</u>

80	General Plan of Bascule Bridge
81	Foundation Plan
82	Abutment Details
83	East Abutment Masonry
84	Superstructure at Main Pier
85	Details of Moving Parts

2. STATED ALLOWANCES:

None

3. SPECIAL HAZARDS:

The contractor and his subcontractor's public liability and property damage insurance shall provide adequate protection against Public Liability, Property Damage, and Vehicular Liability.

As required under paragraph 28 of the General Conditions, the contractor's Public Liability Insurance shall be in an amount not less than $500,000 for Bodily Injury, including accidental death to any one person, and an amount not less than $1,000,000 on account of any one occurrence. Property Damage Insurance in an amount not less than $100,000 per occurrence and $500,000 aggregate. Vehicular Liability of $100,000 for any one person, or $200,000 for each occurrence.

The contractor shall either (a) require each of his subcontractors to procure and to maintain, during the life of his subcontract, Subcontractor's Public Liability and Property Damage and Vehicular Liability of the type and in the same amounts as specified in the preceding paragraph, or (b) insure the activities of his subcontractors in his own policy.

4. CERTIFICATION OF NONSEGREGATED FACILITIES:

Notice to Prospective Federally Assisted Construction Contractors:

(a) A Certification of Nonsegragated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on elimination of segregated facilities by the Secretary of Labor, must be submitted prior to the award of federally assisted construction contracts exceeding $10,000, which are not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving federally assisted construction contract awards exceeding $10,000, which are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause:

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegragated Facilities:

(a) A Certification of Nonsegragated Facilities as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on elimination of segregated facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving subcontract awards exceeding $10,000, which are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

5. MANPOWER UTILIZATION REPORT:

If the work under this contract is to be performed in a geographical area covered by bid conditions issued by the Office of Federal Contract Compliance, the contractor shall submit to the Office of Civil Rights, EDA, in Washington, D.C., and to the appropriate Regional Office by the fifth day of each month, a Manpower Utilization Report, using Optional Form 66.

6. SCHEDULE OF OCCUPATION CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 45 OF THE GENERAL CONDITIONS:

SUPERSEDEAS DECISION

STATE: Wisconsin
COUNTY: Statewide
DECISION NUMBER: WI75-2115
DATE: Date of Publication
Supersedes Decision Number WI75-2047, dated February 28, 1975 in 40 FR 8457
DESCRIPTION OF WORK: Highway Construction

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
BRICKLAYERS AND STONEMASONS:					
ZONE 1 - BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIR, PEPIN, PIERCE, POLK, RUSK, ST. CROIX & SAWYER Counties	$ 8.64	.45	.25		.03
ZONE 2 - FOND DU LAC County	7.20	.30	.25	.40	
ZONE 3 - BROWN, CALUMET, DOOR, FLORENCE, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE, MARQUETTE, OCONTO, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, & WINNEBAGO Counties	8.05	.45	.35	.50	.02
ZONE 4 - GREEN, LAFAYETTE & ROCK Counties	8.60	.25	.25	.25	
ZONE 5 - CRAWFORD, JACKSON, JUNEAU, LA CROSSE, VERNON, TREMPEALEAU AND MONROE Counties	8.50	.40	.25		
ZONE 6 - WALWORTH County	9.49	.40	.40		
ZONE 7 - DANE, GRANT, IOWA & RICHLAND Counties	8.85	.45	.50		
ZONE 8 - MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA Counties	9.98	.70	.60	.56	
ZONE 9 - COLUMBIA & SAUK Counties	8.65	.25	.20		
ZONE 10 - KENOSHA & RACINE Counties	9.49	.40	.40		
ZONE 11 - SHEBOYGAN County	8.50	.45	.35		
ZONE 12 - ASHLAND, BAYFIELD, DOUGLAS & IRON Counties	8.52	.25	.45		
ZONE 13 - DODGE & JEFFERSON Counties	9.10	.45	.25		
ZONE 14 - ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS & WOOD Counties	8.19	.45	.25		
CARPENTERS AND PILEDRIVERMEN:					
ZONE 1 - ASHLAND County					
Carpenters	6.94	.30	.25	.15	
Piledrivermen	7.14	.30	.25	.15	
ZONE 2 - BARRON, BURNETT, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER, & TAYLOR Counties					
Carpenters	8.65	.30	.30		.03
Piledrivermen	9.05	.30	.30		.03

DECISION NO. WI75-2115

CARPENTERS & PILEDRIVERMEN (CONT'D)	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
ZONE 3 - BROWN, CALUMET, DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, WAUPACA & WAUSHARA & WINNEBAGO Counties					
Carpenters	$ 8.27	.30	.30		.03
Piledrivermen	8.67	.30	.30		.03
ZONE 4 - GREEN, JEFFERSON & ROCK Counties					
Carpenters	9.41	.30	.25		.04
Piledrivermen	9.56	.30	.25		.04
ZONE 5 - KENOSHA County					
Carpenters	9.15	.40	.50		.03
Piledrivermen	9.22	.40	.50		.03
ZONE 6 - JACKSON, LA CROSSE, MONROE, TREMPEALEAU & VERNON Counties					
Carpenters	8.27	.30	.30		.03
Piledrivermen	8.67	.30	.30		.03
ZONE 7 - ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, GRANT, IOWA, JUNEAU, LA FAYETTE, RICHLAND & SAUK Counties					
Carpenters	8.82	.30	.30		.03
Piledrivermen	9.22	.30	.30		.03
ZONE 8 - FLORENCE & IRON Counties					
Carpenters	8.29	.50	.40		.01
Piledrivermen	8.49	.50	.40		.01
ZONE 9 - MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA Counties					
Carpenters	9.39	.60	.60	.51	
Piledrivermen	9.76	.60	.60	.51	
ZONE 10 - RACINE County					
Carpenters	9.15	.40	.50		.03
Piledrivermen	9.22	.40	.50		.03
ZONE 11 - SHEBOYGAN County					
Carpenters	8.45	.40	.30		
Piledrivermen	9.14	.40	.30		
ZONE 12 - BAYFIELD & DOUGLAS Counties					
Carpenters	7.55	.30	.35	.30	
Piledrivermen	7.55	.30	.35	.30	

DECISION NO. WI75-2115

CARPENTERS & PILEDRIVERMEN (CONT'D)	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	App. Tr.
ZONE 13 - WALWORTH County					
Carpenters	$ 8.21	.40	.30	.50	.02
Piledrivermen	8.21	.40	.30	.50	.02
ZONE 14 - FOREST, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, VILAS, & WOOD Counties					
Carpenters	8.17	.30	.40		.03
Piledrivermen	8.57	.30	.40		.03
CEMENT MASONS:					
ZONE 1 - ASHLAND, BAYFIELD, DOUGLAS, & IRON Counties	9.145	.30			
ZONE 2 - BARRON, BURNETT, CHIPPEWA, DUNN, POLK, RUSK, ST. CROIX, SAWYER & WASHBURN Counties	8.64	.45	.25		.03
ZONE 3 - ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS & WOOD Counties	7.69	.45	.25		.01
ZONE 4 - BUFFALO, EAU CLAIRE, PEPIN & PIERCE Counties	8.03			.50	
ZONE 5 - BROWN, CALUMET, DOOR, FLORENCE, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE, MARQUETTE, OCONTO, OUTAGAMIE, SHAWANO, & WAUPACA Counties	7.05	.45	.35	.50	.02
ZONE 6 - CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, RICHLAND, TREMPEALEAU & VERNON Counties	7.93	.45	.25		
ZONE 7 - WAUSHARA & WINNEBAGO Counties	7.05	.45	.35	.50	
ZONE 8 - SHEBOYGAN County	7.40	.45	.35	.50	.02
ZONE 9 - FOND DU LAC County	7.05	.45	.35	.50	.02
ZONE 10 - DODGE & JEFFERSON Counties	8.30	.45	.25	.30	
ZONE 11 - COLUMBIA & SAUK Counties	8.30	.25	.30		
ZONE 12 - MILWAUKEE, OZAUKEE, Washington & Waukesha Counties	9.09	.60	.60	.51	
ZONE 13 - DANE, GREEN, IOWA, LAFAYETTE & ROCK Counties	8.65	.40	.50		

DECISION NO. WI75-2115

CEMENT MASONS (CONT'D)	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	App. Tr.
ZONE 14 - GRANT County	$ 7.85				
ZONE 15 - WALWORTH County	8.28	.40	.40	.40	.02
ZONE 16 - RACINE County	8.33	.40	.50	.50	
ZONE 17 - KENOSHA County	8.33	.40	.50	.50	
ELECTRICIANS:					
ZONE 1 - CALUMET, OUTAGAMIE, WAUPACA, WAUSHARA & WINNEBAGO Counties	9.15	.38	1%		
ZONE 2 - BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, PRICE, RUSK, & ST. CROIX & TAYLOR Counties	9.85	1%	1%		.25%
ZONE 3 - BROWN, DOOR, KEWAUNEE, & SHAWANO Counties	9.37	.38	1%		.25%
ZONE 4 - FLORENCE & FOREST Counties	8.33	.40	1%		.50%
ZONE 5 - KENOSHA County	10.65	.34	1%	.25	.75%
ZONE 6 - CRAWFORD, GRANT, JACKSON, JUNEAU, LA CROSSE, MONROE, RICHLAND, TREMPEALEAU & VERNON Counties	9.65	.40	1%		
ZONE 7 - WALWORTH County	9.66	.33	1%	6.5%	.25%
ZONE 8 - COLUMBIA, DANE, DODGE, GREEN LAKE, IOWA, MARQUETTE, & SAUK Counties	9.49	.48	1%	7%	.75%
ZONE 9 - SHEBOYGAN County	8.56	.55	1%+.20	10%	1.25%
ZONE 10 - ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, & WASHBURN Counties	9.50	1%	1%	11%	3%
ZONE 11 - LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA & VILAS Counties	8.74	.29	1%	1%	
ZONE 12 - ADAMS, PORTAGE & WOOD Counties	9.14	.35	1%	6½%	
ZONE 13 - FOND DU LAC County	8.56	.55	1%+.20	10%	1.25%
ZONE 14 - GREEN, JEFFERSON, LAFAYETTE & ROCK Counties	9.66	.33	1%	6.5%	.25%
ZONE 15 - RACINE County	9.36	.38	1%	7%	.75%
ZONE 16 - MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA Counties	10.13	.55	1%+.20	10%	1.25%
ZONE 17 - MARINETTE & OCONTO Counties	8.88	.38	1%		.25%
ZONE 18 - MANITOWOC County	8.88	.38	1%		.25%

Page 5

DECISION NO. WI75-2115

IRONWORKERS:	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	App. Tr.
ZONE 1 - BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, ST. CROIX & TREMPEALEAU Counties	$ 9.40	.55	.55		.02
ZONE 2 - ASHLAND, BAYFIELD, BURNETT, DOUGLAS, FOREST, IRON, LINCOLN, ONEIDA, PRICE, RUSK, SAWYER, TAYLOR, VILAS & WASHBURN Counties	9.05	.85	.50	.10	
ZONE 3 - ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARQUETTE, MARATHON, MENOMINEE, MONROE, PORTAGE, RICHLAND, SAUK, SHAWANO & WAUPACA VERNON, WAUKESHA, & WOOD Counties	9.60	.50	.25		.03
ZONE 4 - BROWN, CALUMET, DOOR, FLORENCE, FOND DU LAC, KENOSHA, KEWAUNEE, MANITOWOC, MARINETTE, MILWAUKEE, OCONTO, OUTAGAMIE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON & WAUKESHA & WINNEBAGO Counties	9.66	.70	.60	1.15	.11
ZONE 5 - ROCK County	11.20	.60	.375		.05
LINE CONSTRUCTION:					
Lineman	8.84	.35	1%		.05
Cable Splicer	9.65	.35	1%		.05
Equipment Operator	7.33	.35	1%		.05
Truck Drivers with Boom or Digger Tractor or 5th wheel	6.09	.35	1%		.05
Truck Drivers	5.81	.35	1%		.05
Groundman	5.55	.35	1%		.05
Groundman 1st 6 months	4.80	.35	1%		.05
PAINTERS:					
ZONE 1 - FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PRICE & TAYLOR Counties					
Brush	7.60				
Spray	8.10				

Page 6

DECISION NO. WI75-2115

PAINTERS (CONT'D)	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	App. Tr.
ZONE 2 - BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER, TREMPEALEAU, & WASHBURN Counties					
Brush	$ 7.00				
Spray	7.25				
Steel					
ZONE 3 - BROWN, DOOR, KEWAUNEE, & OCONTO Counties					
Brush	7.33	.30			
Spray	7.33	.30			
ZONE 4 - FLORENCE County					
Brush	6.70			.45	
Spray	7.20			.45	
ZONE 5 - KENOSHA County					
Brush	7.685	.40	.30		
Steel	7.835	.40	.30		
Spray	8.435	.40	.30		
ZONE 6 - ADAMS, CLARK, CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, PORTAGE, VERNON, & WOOD Counties					
Brush	7.28		.35		
Steel	7.55		.35		
Spray	7.97		.35		
ZONE 7 - WALWORTH County					
Brush & Steel	6.85	.45	.15	.40	
Spray	7.35	.45	.15	.40	
ZONE 8 - COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK & SAUK Counties					
Brush	7.97	.50	.30	.30	.01
Spray	8.72	.50	.30	.30	.01
ZONE 9 - CALUMET & MANITOWOC Counties					
Brush	7.05				
Spray	7.05				
ZONE 10 - MARINETTE County					
Brush	5.90			.40	
Spray	6.40			.40	

DECISION NO. WI75-2115

PAINTERS (CONT'D)	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
ZONE 11 - JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA Counties					
Brush	$ 8.85	.50	.60	.50	.02
Steel & Spray	9.20	.50	.60	.50	.02
ZONE 12 - FOND DU LAC, GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUSHARA, WAUPACA & WINNEBAGO Counties					
Brush & Steel	7.50	.30	.10		.03
Spray	8.00	.30	.10		.02
ZONE 13 - RACINE County					
Brush	7.90	.40	.20		
Steel	8.05	.40	.20		
Spray	8.65	.40	.20		
ZONE 14 - SHEBOYGAN County					
Brush & Steel	6.25	.20	.30	.20	
Spray	6.25	.20	.30	.20	
ZONE 15 - ASHLAND, BAYFIELD, DOUGLAS, IRON, & VILAS Counties					
Brush	8.31	.25	.20		.05
Spray & Steel	8.56	.25	.20		.05

DECISION NO. WI75-2115

LABORERS:	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
ZONE 1 - MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA Counties					
GROUP 1 - Bituminous worker (shoveler, loader, utility man), demolition & wrecking laborer, guard rail builder, reinforcing steel setter (pavement), stone handler, tree trimmer, landscaper, multiplate culvert assembler, conduit layer, unskilled laborer	$ 7.46	.55	.60	.25	.02
GROUP 2 - Bituminous worker (dumper, ironer, smoother, tamper), batch truck dumper, cement handler, concrete handler	7.56	.55	.60	.25	.02
GROUP 3 - Chain saw op., demolition burning torch lab., joint sawer & filler (pavement), vibrator or tamper op. (mechanical, hand operated)	7.61	.55	.60	.25	.02
GROUP 4 - Air tool operator (hand operated)	7.66	.55	.60	.25	.02
GROUP 5 - Formsetter (curb, walk, and pavement), strike off man	7.71	.55	.60	.25	.02
GROUP 6 - Bituminous worker (raker & luteman)	7.76	.55	.60	.25	.02
GROUP 7 - Powderman, blaster	8.11	.55	.60	.25	.02
ZONE 2 - RACINE County					
GROUP 1 - Bituminous worker (shoveler, loader, utility man), demolition & wrecking laborer, guard rail builder, reinforcing steel setter (pavement), stone handler, tree trimmer, landscaper, multiplace culvert assembler, conduit layer, unskilled laborer	7.26	.40	.50	.20	.02
GROUP 2 - Bituminous worker (dumper, ironer, smoother, & tamper), batch truck dumper, cement handler, concrete handler	7.36	.40	.50	.20	.02

Page 9

DECISION NO. WI75-2115

LABORERS (CONT'D)

	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	Apr. Tr.
ZONE 2 CONT'D					
GROUP 3 - Chain saw op., demolition burning torch lab., joint sawer & filler (pavement), vibrator or tamper op. (mechanical, hand operated)	$ 7.41	.40	.50	.20	.02
GROUP 4 - Air tool op. (hand op.)	7.46	.40	.50	.20	.02
GROUP 5 - Formsetter (curb, walk, & pavement), strike off man	7.51	.40	.50	.20	.02
GROUP 6 - Bituminous worker-raker, lutoman	7.56	.40	.50	.20	.02
GROUP 7 - Powderman, blaster	7.91	.40	.50	.20	.02
ZONE 3 - KENOSHA County					
GROUP 1 - Bituminous worker (shoveler, loader, utility man), demolition & wrecking laborer, guard rail builder, reinforcing steel setter (pavement), stone handler, tree trimmer, landscaper, multiplate culbert assembler, conduit layer, unskilled laborer	7.86	.40	.50	.25	.02
GROUP 2 - Bituminous worker (dumper, ironer, smoother, and tamper), batch truck dumper, cement handler, concrete handler	7.36	.40	.50	.25	.02
GROUP 3 - Chain saw op., demolition burning torch lab., joint sawer & filler (pavement), vibrator or tamper op. (mechanical hand operated)	7.41	.40	.50	.25	.02
GROUP 4 - Air tool op. (hand Op.)	7.46	.40	.50	.25	.02
GROUP 5 - Formsetter (curb, walk, & pavement), strike off man	7.51	.40	.50	.25	.02
GROUP 6 - Bituminous worker-raker & lutoman	7.56	.40	.50	.25	.02
GROUP 7 - Powderman, blaster	7.91	.40	.50	.25	.02
ZONE 4 - DANE County					
GROUP 1 - Bituminous worker (Dumper, ironer, smoother, tamper, shoveler, loader, utility man), strike off man, joint sawer & filler (pavement), concrete handler, demolition & wrecking lab.,					

Page 10

DECISION NO. WI75-2115

LABORERS (CONT'D)

	Basic Hourly Rates	Fringe Benefits Payments H & W	Pensions	Vacation	Apr. Tr.
ZONE 4 (CONT'D)					
GROUP 1 (CONT'D) guard rail builder, reinforcing steel setter (pavement), stone handler, landscaper, multiplate culvert assembler, conduit layer unskilled laborer	$ 7.06	.30	.25		.02
GROUP 2 - Formsetter (curb, walk & pavement), tree trimmer	7.11	.30	.25		.02
GROUP 3 - Air tool op., vibrator or tamper., batch truck, dumper, cement handler	7.16	.30	.25		.02
GROUP 4 - Bituminous worker (raker, lutoman), chain saw op., demolition burning torch lab.,	7.21	.30	.25		.02
GROUP 5 - Powderman, blaster	7.26	.30	.25		.02
ZONE 5 - REMAINDER OF STATE					
GROUP 1 - Bituminous worker (dumper, ironer, smoother, tamper, shoveler, loader, utility man), strike off man, joint sawer or filler (pavement), concrete handler, demolition & wrecking lab., guard rail builder, reinforcing steel setter (pavement), stone handler, landscaper, multiplate culvert assembler, conduit layer unskilled laborer	6.78	.30	.25		.02
GROUP 2 - Formsetter (curb, walk, & pavement), tree trimmer	6.83	.30	.25		.02
GROUP 3 - Air tool op., vibrator or tamper op., batch truck dumper cement handler	6.88	.30	.25		.02
GROUP 4 - Bituminous worker (raker lutoman), chain saw op., demolition burning torch lab.,	6.93	.30	.25		.02
GROUP 5 - Powderman, blaster	6.98	.30	.25		.02

DECISION NO. WI75-2115

POWER EQUIPMENT OPERATORS
HIGHWAY CONSTRUCTION

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App Tr.
GROUP 1	$ 8.77	.55	.55		.05
GROUP 2	8.51	.55	.55		.05
GROUP 3	8.42	.55	.55		.05
GROUP 4	8.34	.55	.55		.05
GROUP 5	8.26	.55	.55		.05
GROUP 6	8.22	.55	.55		.05
GROUP 7	8.13	.55	.55		.05
GROUP 8	8.01	.55	.55		.05

CLASSIFICATIONS

GROUP 1 - Bituminous paver or plant, concrete breaker (truck mounted, heavy), crane, derrick, dragline, dredge, piledriver, power shovel, material hoist, mixer or paver 21 c. f. or over, roller over 5 T., self propelled stabilizing mixer, trenching machine, tractor (side boom, heavy) concrete Pvt. spreader (heavy duty, rubber tires, hydraulic back hoe, asphalt plane engineer; automatic slipform concrete paver, automatic concrete subgrader, batch mixer portable, caisson rigs, central mixer concrete, dredge engineer, concrete batch plant engineer, central mix plant concrete, percussion or rotary drill machine, grader or motor partol, loading machine (conveyor), mechanic or welder (heavy duty equipment), tractor (scraper, dozer, pusher, loader), tugger, end loader, asphalt heater & planer, boatman, bump cutter & grooving machine, shoulder widener, winches & A frames, tube finisher.

GROUP 2 - Concrete mixer less than 21 cu. ft., concrete pump, steel roller 5 tons or less.

GROUP 3 - Screed (bituminous paver), shouldering machine, self-propelled chip spreader.

GROUP 4 - Concrete breaker & tamper (light), concrete spreader, finishing mach., mechanical float, curing mach., power subgrader, joint sawer (multiple blade), launch, roller (pneumatic tired) self propelled, tractor (mounted or towed compactors & light equipment), light rubber tired tractor-end loader, fork-lift, belting machine, burlap machine, jeep digger, mulcher, texturing machine.

GROUP 5 - Fireman, Environmental burner.

GROUP 6 - Air compressor, drilling or boring machine (mechanical heavy), greaser, (heavy equipment) lead-man, tank car heaters, stump chipper, curb machine, concrete proportioning plant, generators, mud jacks.

GROUP 7 - Crusher or screening plant, automatic belt conveyor & surge bin, pneumatic tired roller farm tractor towed, pug mill.

GROUP 8 - Oiler, pump over 3", surge bin, drilling machine helper.

DECISION NO. WI75-2115

TRUCK DRIVERS

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
ZONE 1					
GROUP 1	$ 7.39	a21.50	a22.00	.35	
GROUP 2	7.54	a21.50	a22.00	.35	
ZONE 2					
GROUP 1	7.39	b93.01	a22.00	.35	
GROUP 2	7.54	b93.01	a22.00	.35	
ZONE 3					
GROUP 1	7.39	b93.01	a22.00	.35	
GROUP 2	7.54	b93.01	a22.00	.35	

FOOTNOTES:

a. Per week per employee on payroll 30 days or longer.
b. Per Month per employee on payroll 30 days or longer.

ZONE IDENTIFICATION

ZONE 1 - MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA Counties.
ZONE 2 - KENOSHA & RACINE Counties.
ZONE 3 - Remainder of State.

CLASSIFICATION IDENTIFICATION

GROUP 1 - Truck drivers, 2 axle - Mechanics helper, truck
GROUP 2 - Truck drivers, 3 or more axle trucks - Euclid or dumpster type hauling units - Mechanic, truck

[FR Doc.75-26993 Filed 10-9-75;8:45 am]

7. SCHEDULE OF SALARIES AND WAGES:

Should the current wage rate established by the Milwaukee Common Council for the same trade or occupation be higher than the rate as predetermined by the Secretary of Labor, the contractor shall pay the higher rate in accordance with Section 2-282 Milwaukee Code of Ordinances.

The following is a list of partial wage rates and fringe payments prevailing in the city of Milwaukee as established by the Milwaukee Common Council in accordance with Resolution File No. 68-1317 and subject to Federal Wage Stabilization Controls.

MINIMUM WAGE SCALE
Revised October 5, 1976

RESOLVED, By the Common Council of the City of Milwaukee, that building and construction trades workers in the construction industry employed upon public work projects done by contract for the City of Milwaukee, either new construction or repair work, upon any roads, bridges, sewers, streets, alleys, buildings, or any other public work, shall be paid no less than the hourly wage rates and fringe benefits than those which prevail in the Milwaukee metropolitan area for the same type of work or for closely related work. (FILE NUMBER 68-1317)

BRIDGE AND BUILDING CONSTRUCTION

LABOR SERVICE

Unskilled Labor Service

	Rate Per Hour	Contributions: Welfare Per Hour	Contributions: Vacation Per Hour	Contributions: Pension Per Hour	Other Specific Benefits
General Laborer	$8.69	.65#	.51	.70#	
Jack Hammer Operator	8.91	.65#	.51	.70#	
##Marble Setter Helper	8.02	.30	.55	.60	
Mud Mixer (Bricklayer)	8.80	.65#	.51	.70#	
Plasterer Laborer	8.85	.65	.51	.70	
Scaffold Builder	8.80	.65#	.51	.70#	
Watchman	6.76	.65#	.51	.70#	
Water Boy	8.52	.65#	.51	.70#	

Skilled Labor Service

Asbestos Worker	10.57	.60	1.00#	.70	.04 A
Barco and Similar Tampers	8.91	.65#	.51	.70#	
#Boilermaker	10.30	.85	None	1.00	.02 A
##Bricklayer (Buildings)	10.24	.97	.56	.70	
##Bricklayer (Buildings) on Swing Stage	10.39	.97	.56	.70	
Caisson Laborer	9.35	.65#	.51	.70#	
Carpenter	9.76	.80	.51	.70	
Carpet and Linoleum Mechanic	9.30	.80#	.51	.70#	.06 A
##Cement or Concrete Block Layer	10.24	.97	.56	.70	
#Cement Mason	9.34	.90	.51	.70	
#Cement Mason:					
Bridges, Tunnels, Smokestacks, Subways, Sewers, Elevators Used for Grain, Cement or Coal Silos any any Slipform Structures	9.49	.90	.51	.70	
On all Power Tools (such as Power Trowels, Floats, Kelly Floats, Grinders, Saws, etc.)	9.49	.90	.51	.70	
Mastic, Marbelette and Composition Floors or Gypsum Roofs	9.45	.90	.51	.70	
Swing Stage	9.45	.90	.51	.70	
Swing Stage or Temporary Scaffolding 25 feet or higher	9.59	.90	.51	.70	
#Electrical Mechanic	10.58	.85	1.0580	.3058	.13 A
#Electrical Cable Splicer	11.08	.85	1.1080	.3108	.14 A
###Elevator Constructor (Buildings)	11.17	.545#	.67##	.35#	
After Five Years			.89##		
###Elevator Constructor Helper (Buildings)	7.82	.545#	.47##	.35#	
After Five Years			.625##		
First Six Months (Probation Period)	5.585	None	None	None	

BRIDGE AND BUILDING CONSTRUCTION

LABOR SERVICE

Skilled Labor Service (Cont.)

	Rate Per Hour	Contributions: Welfare Per Hour	Contributions: Vacation Per Hour	Contributions: Pension Per Hour	Other Specific Benefits
Fork Lift Operator (With Mason Contractor only)	$8.80	.65#	.51	.70#	
#Glazier	9.59	.87	.50	.65	
Gunite Machine Man	8.91	.65#	.51	.70#	
Insulator (Wall and Ceiling)	8.96	.80#	.51	.70#	
Ironworker:					
Acetylene and Electric Welder, Burner and Cutter	10.06	.95	1.15#	.70	.15 A#
Machinery Mover and Rigger	10.06	.95	1.15#	.70	.15 A#
Rod and Reinforcing Steel	10.06	.95	1.15#	.70	.15 A#
Steel, Tile and Metal Forms	10.06	.95	1.15#	.70	.15 A#
Derrickman	10.06	.95	1.15#	.70	.15 A#
Structural and Ornamental	10.06	.95	1.15#	.70	.15 A#
Landscaper*	6.50	.55#	.51	.60	
Landscaper Novice (Up to 2 Years Service)*	4.25	.55#	.51	.60	
Lather	~~8.71~~ 9.06	~~.60~~ .75	.51	~~.60~~ .70	
##Marble Setter (Building and Memorial)	~~8.81~~ 9.19	~~.80~~ .77	.56	~~.60~~ .70	
Millwright Erector	10.19	.80#	.51#	.70#	.06 A
For all overtime hours			1.01		
Nozzleman	9.20	.65#	.51	.70#	
Painter:					
Bridge and Iron	9.45	.78	.50	.70	.02 A
Buildings	9.10	.78	.50	.70	.02 A
Spray Painter	9.45	.78	.50	.70	.02 A
Swing Stage up to 80 feet	9.25	.78	.50	.70	.02 A
Swing Stage over 80 feet	9.35	.78	.50	.70	.02 A
Paper Hanger	9.20	.78	.50	.70	.02 A
#Pile Driverman	10.21	.80	.51	.70	
#Pile Driver (Leaderman)	10.71	.80	.51	.70	
#Pile Driver (Loftsman)	10.41	.80	.51	.70	
#Pile Driver (Welder, Burner)	10.21	.80	.51	.70	
Plasterer	~~8.81~~ 9.06	~~.75~~ .90	~~.55~~ .76	~~.60~~ .70	
Plumber	10.33	.90	.55#	.90	
Plumber Laborer (1st Man)	8.96	.70	.50	.70	
Plumber Laborer (2nd Man)	8.85	.70	.50	.70	
##Pointer, Cleaner and Caulker (On Swing Stage)	10.39	.97	.56	.70	
Power Buggies	8.80	.65#	.51	.70#	

BRIDGE AND BUILDING CONSTRUCTION

LABOR SERVICE

Skilled Labor Service (Cont.)

	Rate Per Hour	Contributions Welfare Per Hour	Vacation Per Hour	Pension Per Hour	Other Specific Benefits
Roofer:					
Composition, Damp and Waterproof.	$9.71	.80	.51	.70	
Slate and Tile	9.86	.80	.51	.70	
Sandblaster and Steamcleaner	9.45	.78	.50	.70	.02 A
##Sewer Mason	10.24	.97	.56	.70	
#Sheet Metal Worker	9.83	.88	.75	1.05	.10 A
#Sprinkler Fitter	10.05	.60	1.70	.90	.02 A
Steamfitter	10.66	1.00	.50#	.70	
Steamfitter (Firing Boiler for Temporary Heat)	10.66	1.00	.50#	.70	
##Stone Mason	10.24	.97	.56	.70	
##Stone Mason (On Swing Stage)	10.39	.97	.56	.70	
Terrazzo Machine Operator	8.82	.40#	.55#	.60#	
Terrazzo Skilled Helper	8.60	.40#	.55#	.60#	
Terrazzo Worker Mechanic	9.42	.80	.47#	.60	
Tile Setter (Ceramic, Mosaic and Encaustic)	9.25	.60	.55	.70#	
Tile Setter Helper	8.10	.30	.55	.60	
Top Man on Caisson	9.00	.65#	.51	.70#	
Top Man on Chimney (Up to 50 Feet).	8.80	.65#	.51	.70#	
Top Man on Chimney (50 Feet or over - increased by 25¢ per hour and also for each 50 feet thereafter)					
Vibrator Man	8.80	.65#	.51	.70#	
Welder, Certified	8.91	.65#	.51	.70#	
###Truck Drivers:*					
2 Axle Building Material	7.64	$21.50 wkly	--	$22.00 wkly	
3 Axle Building Material	7.69	$21.50 wkly	--	$22.00 wkly	
2 Axle Sand & Gravel	7.59	$21.50 wkly	--	$22.00 wkly	
3 Axle Sand & Gravel	7.64	$21.50 wkly	--	$22.00 wkly	
2 Axle Sewer & Water	8.04	$21.50 wkly	--	$22.00 wkly	
3 Axle Sewer & Water	8.15	$21.50 wkly	--	$22.00 wkly	

BRIDGE AND BUILDING CONSTRUCTION

LABOR SERVICE

Skilled Labor Service (Cont.)

	Rate Per Hour	Contributions Welfare Per Hour	Vacation Per Hour	Pension Per Hour	Other Specific Benefits
Operating Engineers:					
Tower Crane	$10.27	.70#	None	.90#	.10 A#
Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver, skid rigs, dredge operator, and traveling crane (bridge type), concrete paver (over 27E), concrete spreader and distributor .	10.02	.70#	None	.90#	.10 A#
Material hoists, stack hoists, tractor or truck mounted hydraulic backhoe, tractor or truck mounted hydraulic crane (5 tons or under), man-hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.), endloader (over 40 h.p.), forklift (25' and over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic and welder, bituminous plant and paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel type or chain type having over 8-inch bucket)	9.77	.70#	None	.90#	.10 A#
Concrete and grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type); roller (rubber tire), concrete batch hopper, concrete conveyor systems, concrete mixers (14S or over), screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type having bucket 8-inch and under) industrial locomotives, roller (under 5 tons) and fireman (pile drivers and derricks)	9.47	.70#	None	.90#	.10 A#

BRIDGE AND BUILDING CONSTRUCTION

LABOR SERVICE

Skilled Labor Service (Cont.)

	Rate Per Hour	Contributions Welfare Per Hour	Vacation Per Hour	Pension Per Hour	Other Specific Benefits
Operating Engineers: (Cont.)					
Hoists (automatic), forklift (12' to 25'), tampers-compactors (riding type), assistant engineer, "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweepers, hoists (tuggers), stump chipper (large), boats (tug, safety, work, barges, and launch)	$9.37	.70#	None	.90#	.10 A#
Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crushers and screening plants, firemen (asphalt plants), air compressor (300 CFM or over)	9.16	.70#	None	.90#	.10 A#
Generators, pumps, augers (vertical and horizontal), air and electric hydraulic jacks, (slip form), compressors (under 300 CFM), welding machines, heaters (mechanical), prestress machines, bobcats, winches (small electric), oiler and greaser, boiler operators (temporary heat), rotary drill helper, conveyor, forklift (12' and under)	8.92	.70#	None	.90#	.10 A#

BRIDGE AND BUILDING CONSTRUCTION

LABOR SERVICE

Supervisory Service

	Rate Per Hour	Contributions Welfare Per Hour	Vacation Per Hour	Pension Per Hour	Other Specific Benefits
Asbestos Worker Foreman (Four but less than ten men)	$10.97	.60	1.00#	.70	.04 A
Asbestos Worker Foreman (Ten or more men)	11.37	.60	1.00#	.70	.04 A
#Boilermaker Foreman	11.55	.85	None	1.00	.02 A
#Boilermaker Subforeman	11.05	.85	None	1.00	.02 A
#Boilermaker General Foreman	11.80	.85	None	1.00	.02 A
##Bricklayer Foreman	10.84	.97	.56	.70	
##Bricklayer Subforeman	10.54	.97	.56	.70	
##Bricklayer Foreman on Swing Stage ..	10.99	.97	.56	.70	
##Bricklayer Subforeman on Swing Stage.	10.69	.97	.56	.70	
Carpenter Foreman	10.46	.80	.51	.70	
Carpenter Subforeman	10.11	.80	.51	.70	
##Cement or Concrete Block Layer Foreman	10.84	.97	.56	.70	
##Cement or Concrete Block Layer Subforeman	10.54	.97	.56	.70	
#Cement Mason Foreman	9.84	.90	.51	.70	
#Cement Mason Foreman (Bridges, Tunnels, Smokestacks, Subways, Sewers, Elevators Used for Grain, Cement or Coal Silos and Slipform Structures)	9.99	.90	.51	.70	
#Cement Mason Foreman (Mastic, Marbelette and Composition Floors or Gypsum Roofs)	9.95	.90	.51	.70	
#Electrician Foreman	11.64	.85	1.1640	.3164	.15 A
###Elevator Constructor Foreman	12.57	.545#	.75##	.35#	
After Five Years			1.00##		
Insulator Foreman (Wall and Ceiling)	9.32	.80	.51	.70	
Ironworker General Foreman	11.21	.95	1.15#	.70	.15 A#
Ironworker Foreman	10.81	.95	1.15#	.70	.15 A#
Labor Foreman	9.09	.65#	.51	.70#	
General Labor Foreman	9.39	.65#	.51	.70#	
Lather Foreman	~~9.11~~ 9.44	~~.60~~ .75	.91	~~.60~~ .70	
Lather Subforeman	~~8.91~~ 9.26	~~.60~~ .75	.91	~~.60~~ .70	
Millwright Erector Foreman	11.19	.80#	.51#	.70#	.06 A
Millwright Erector General Foreman .	11.49	.80#	.51#	.70#	.06 A

BRIDGE AND BUILDING CONSTRUCTION

LABOR SERVICE

Supervisory Service (Cont.)

	Rate Per Hour	Contributions Welfare Per Hour	Vacation Per Hour	Pension Per Hour	Other Specific Benefits
Painter Foreman (Bridge and Iron) ..	$9.85	.78	.50	.70	.02 A
Painter Foreman (Buildings)	9.50	.78	.50	.70	.02 A
Painter Chargemen (Bridge and Iron).	9.65	.78	.50	.70	.02 A
Painter Chargeman (Buildings)	9.30	.78	.50	.70	.02 A
#Pile Driver Foreman	11.21	.80	.51	.70	
Plasterer Foreman	~~9.21~~ 9.46	.75 .90	~~.66~~ .76	~~.60~~ .70	
Plumber Foreman	11.08	.90	.55#	.90	
##Pointer, Cleaner and Caulker Foreman (On Swing Stage)	10.99	.97	.56	.70	
##Pointer, Cleaner and Caulker Subforeman (On Swing Stage)	10.69	.97	.56	.70	
Roofer Foreman (Composition, Damp and Waterproof)	10.46	.80	.51	.70	
Roofer Foreman (Slate and Tile)	10.61	.80	.51	.70	
##Sewer Mason Foreman	10.84	.97	.56	.70	
##Sewer Mason Subforeman	10.54	.97	.56	.70	
#Sheet Metal Worker Foreman	10.58	.88	.75	1.05	.10 A
#Sheet Metal Worker General Foreman .	10.83	.88	.75	1.05	.10 A
#Sprinkler Fitter Foreman	10.95	.60	1.70	.90	.02 A
Steamfitter Foreman	11.41	1.00	.50#	.70	
Steamfitter General Foreman	11.66	1.00	.50#	.70	
##Stone Mason Foreman	10.84	.97	.56	.70	
##Stone Mason Subforeman	10.54	.97	.56	.70	
##Stone Mason Foreman (On Swing Stage)	10.99	.97	.56	.70	
##Stone Mason Subforeman (On Swing Stage)	10.69	.97	.56	.70	
Terrazzo Foreman	9.52	.80	.47#	.60	
Terrazzo Foreman (Three or More Men)	9.62	.80	.47#	.60	
Tile Setter Foreman (Ceramic, Mosaic and Encaustic)	9.50	.60	.55	.70#	

BRIDGE AND BUILDING CONSTRUCTION

LABOR SERVICE

Prevailing hours of labor per:
Calendar Day - 8
Calendar Week - 40

Welfare, vacation and pension contributions to be made up to a maximum of forty (40) hours straight time worked per week, unless otherwise indicated.

Contributions to be paid for all hours worked per week.

Contributions to be paid for all hours worked per week up to a maximum of 2000 hours per year.

Receive six national paid holidays as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Receive seven national paid holidays as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

Indentured apprentices registered with the Industrial Commission recognized on job.

A Apprenticeship Fund

* Rates for this class of labor service established by a State of Wisconsin, Department of Industry, Labor and Human Relations, Wage determination rather than an action of the Common Council of the City of Milwaukee.

SEWER AND WATER CONSTRUCTION

OPEN CUTS LABOR SERVICE

Unskilled Labor Service

	Rate Per Hour	Contributions Welfare Per Hour	Vacation Per Hour	Pension Per Hour	Other Specific Benefits
General Laborer on Surface	$8.82	.70#	.50	.70#	
Jack Hammer Operator	9.43	.70#	.50	.70#	
Mud Mixer	8.87	.70#	.50	.70#	
Watchman	6.72	.70#	.50	.70#	

Skilled Labor Service

Blaster	9.59	.70#	.50	.70#	
Bottom Digger	9.04	.70#	.50	.70#	
Bracer (In trench behind machine and in tight sheeting)	9.43	.70#	.50	.70#	
Caisson Worker	9.43	.70#	.50	.70#	
Caulker and Liquid Joint Man	9.43	.70#	.50	.70#	
Concrete Buster	9.43	.70#	.50	.70#	
Concrete Brusher	9.43	.70#	.50	.70#	
Concrete Manhole Builder	9.43	.70#	.50	.70#	
Concrete Form Setter and Shoveler	9.43	.70#	.50	.70#	
Form Stripper	9.04	.70#	.50	.70#	
Gunite Man on Top	8.87	.70#	.50	.70#	
Ironworker (Rod and Reinforcing Steel)	10.06	.95	1.15#	.70	.15 A#
Ironworker (Steel, Tile and Metal Forms)	10.06	.95	1.15#	.70	.15 A#
Kettle Man and Top Man	8.82	.70#	.50	.70#	
Landscaper *	6.50	.55#	.51	.60	
Landscaper Novice (Up to 2 Years Service)*	4.25	.55#	.51	.60	
Miner	9.43	.70#	.50	.70#	
Miscellaneous Bottom Man and Welder on Surface	9.04	.70#	.50	.70#	
Mucker	9.04	.70#	.50	.70#	
Paving Laborer	8.70	.70#	.50	.70#	
#Pile Driverman	10.21	.80	.51	.70	
#Pile Driver (Leaderman)	10.71	.80	.51	.70	
#Pile Driver (Loftsman)	10.41	.80	.51	.70	
#Pile Driver (Welder, Burner)	10.21	.80	.51	.70	
Pipe Layer	9.43	.70#	.50	.70#	
Pipe Layer Tender	8.82	.70#	.50	.70#	
Pipe Yarner	9.43	.70#	.50	.70#	
Rock Driller	9.43	.70#	.50	.70#	
Scaffold Man	8.87	.70#	.50	.70#	
Timber Man	9.43	.70#	.50	.70#	
Top Man Behind Machine	8.82	.70#	.50	.70#	
Yard Laborer	8.65	.70#	.50	.70#	

SEWER AND WATER CONSTRUCTION

OPEN CUTS LABOR SERVICE

Skilled Labor Service (Cont.)

	Rate Per Hour	Contributions Welfare Per Hour	Vacation Per Hour	Pension Per Hour	Other Specific Benefits
Operating Engineers:					
# Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver, skid rigs, dredge operator, and traveling crane (bridge type), concrete paver (over 27E), concrete spreader and distributor .	$10.02	.70	None	.90	.10 A
# Material hoists, stack hoists, tractor or truck mounted hydraulic backhoe, tractor or truck mounted hydraulic crane (5 tons or under), man-hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.), endloader (over 40 h.p.), forklift (25' and over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic and welder, bituminous plant and paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel type or chain type having over 8-inch bucket)	9.77	.70	None	.90	.10 A
# Concrete and grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type); roller (rubber tire), concrete batch hopper, concrete conveyor systems, concrete mixers (14S or over), screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type having bucket 8-inch and under) industrial locomotives, roller (under 5 tons) and fireman (pile drivers and derricks)	9.47	.70	None	.90	.10 A

SEWER AND WATER CONSTRUCTION

OPEN CUTS LABOR SERVICE

Skilled Labor Service (Cont.)

	Rate Per Hour	Contributions Welfare Per Hour	Vacation Per Hour	Pension Per Hour	Other Specific Benefits
Operating Engineers: (Cont.)					
#Hoists (automatic), forklift (12' to 25'), tampers-compactors (riding type), assistant engineer, "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweepers, hoists (tuggers), stump chipper (large), boats (tug, safety, work, barges, and launch)	$9.37	.70	None	.90	.10 A
#Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crushers and screening plants, firemen (asphalt plants), air compressor (300 CFM or over)	9.16	.70	None	.90	.10 A
#Generators, pumps, augers (vertical and horizontal), air and electric hydraulic jacks, (slip form), compressors (under 300 CFM), welding machines, heaters (mechanical), prestress machines, bobcats, winches (small electric), oiler and greaser, boiler operators (temporary heat), rotary drill helper, conveyor, forklift (12' and under)	8.92	.70	None	.90	.10 A

SEWER AND WATER CONSTRUCTION

OPEN CUTS LABOR SERVICE

Skilled Labor Service (Cont.)

	Rate Per Hour	Contributions: Welfare Per Hour	Contributions: Vacation Per Hour	Contributions: Pension Per Hour	Other Specific Benefits
###Truck Drivers:*					
2 Axle Building Material	$7.64	$21.50 wkly	--	$22.00 wkly	
3 Axle Building Material	7.69	$21.50 wkly	--	$22.00 wkly	
2 Axle Sand & Gravel	7.59	$21.50 wkly	--	$22.00 wkly	
3 Axle Sand & Gravel	7.64	$21.50 wkly	--	$22.00 wkly	
2 Axle Sewer & Water	8.04	$21.50 wkly	--	$22.00 wkly	
3 Axle Sewer & Water	8.15	$21.50 wkly	--	$22.00 wkly	
Supervisory Service					
Ironworker General Foreman	$11.21	.95	1.15#	.70	.15 A#
Ironworker Foreman	10.81	.95	1.15#	.70	.15 A#
#Pile Driver Foreman	11.21	.80	.51	.70	
Sewer and Water Foreman	9.93	.70	.50	.70#	

Prevailing hours of labor per:
Calendar Day - 8
Calendar Week - 40

Welfare, vacation and pension contributions to be made up to a maximum of forty (40) hours straight time worked per week, unless otherwise indicated.

Receive six national paid holidays as follows: New Year's Day, Memorial Dey, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Contributions to be paid for all hours worked per week.

Indentured apprentices registered with the Industrial Commission recognized on job.

A Apprenticeship Fund.

* Rates for this class of labor service established by a State of Wisconsin, Department of Industry, Labor and Human Relations, Wage determination rather than an action of the Common Council of the City of Milwaukee.

SHAFT AND TUNNEL CONSTRUCTION

LABOR SERVICE

Unskilled Labor Service

	Rate Per Hour	Contributions Welfare Per Hour	Vacation Per Hour	Pension Per Hour	Other Specific Benefits
General Laborer on Surface	$8.82	.70#	.50	.70#	
Jack Hammer Operator (Top Surface Work	9.43	.70#	.50	.70#	
Watchman	6.72	.70#	.50	.70#	

Skilled Labor Service

Blaster	9.59	.70#	.50	.70#	
Blaster (In compressed air)	9.98	.70#	.50	.70#	
Bracerman	9.43	.70#	.50	.70#	
Bracerman (In compressed air)	9.81	.70#	.50	.70#	
Caisson Worker	9.43	.70#	.50	.70#	
Caisson Worker (In compressed air)..	9.81	.70#	.50	.70#	
Car Pusher	9.04	.70#	.50	.70#	
Car Pusher (In compressed air)	9.54	.70#	.50	.70#	
Carpenter	9.76	.80	.51	.70	
Caulker and Liquid Joint Man	9.43	.70#	.50	.70#	
Caulker and Liquid Joint Man (In compressed air)	9.81	.70#	.50	.70#	
#Cement Mason (Bridges, Tunnels, Smokestacks, Subways, Sewers, Elevators Used for Grain, Cement or Coal Silos and Slipform Structures)	9.49	.90	.51	.70	
Concrete Brusher	9.43	.70#	.50	.70#	
Concrete Brusher (In compressed air)	9.81	.70#	.50	.70#	
Concrete Buster	9.43	.70#	.50	.70#	
Concrete Buster (In compressed air).	9.81	.70#	.50	.70#	
Concrete Manhole Builder	9.43	.70#	.50	.70#	
Form Stripper	9.04	.70#	.50	.70#	
Form Stripper (In compressed air) ..	9.54	.70#	.50	.70#	
Ironworker (Rod and Reinforcing Steel)	10.06	.95	1.15#	.70	.15 A#
Ironworker (Structural and Ornamental)	10.06	.95	1.15#	.70	.15 A#
Jack Hammer Operator (In tunnel) ...	9.43	.70#	.50	.70#	
Jack Hammer Operator (In compressed air)	9.81	.70#	.50	.70#	
Landscaper*	6.50	.55#	.51	.60	
Landscaper Novice (Up to 2 Years Service)*.....	4.25	.55#	.51	.60	
Lock Tender (On surface)	9.45	.70#	.50	.70#	
Lock Tender (In compressed air)	9.81	.70#	.50	.70#	
Millwright Erector	10.19	.80#	.51#	.70#	.06 A

SHAFT AND TUNNEL CONSTRUCTION

LABOR SERVICE

Skilled Labor Service (Cont.)

	Rate Per Hour	Contributions Welfare Per Hour	Vacation Per Hour	Pension Per Hour	Other Specific Benefits
Miner and Mining Machine	$9.53	.70#	.50	.70#	
Miner and Mining Machine (in compressed air)	9.91	.70#	.50	.70#	
Mucker	9.14	.70#	.50	.70#	
Mucker (In compressed air)	9.64	.70#	.50	.70#	
Mucking Machine and Dinkey	9.14	.70#	.50	.70#	
Mucking Machine and Dinkey (In compressed air).....	9.64	.70#	.50	.70#	
Nozzle Man on Gunite	9.43	.70#	.50	.70#	
Nozzle Man on Gunite (In compressed air)	9.81	.70#	.50	.70#	
#Pile Driverman	10.21	.80	.51	.70	
#Pile Driver (Leaderman)	10.71	.80	.51	.70	
#Pile Driver (Loftsman)	10.41	.80	.51	.70	
#Pile Driver (Welder, Burner)	10.21	.80	.51	.70	
Pipe Layer	9.43	.70#	.50	.70#	
Pipe Layer (In compressed air)	9.81	.70#	.50	.70#	
Pipe Yarner	9.43	.70#	.50	.70#	
Pipe Yarner (In compressed air)	9.81	.70#	.50	.70#	
Rock Driller	9.53	.70#	.50	.70#	
Rock Driller (In compressed air)	9.91	.70#	.50	.70#	
Saw Man	8.87	.70#	.50	.70#	
##Sewer Mason	10.24	.97	.56	.70	
Steamfitter	10.66	1.00	.50#	.70	
Steamfitter (Firing Boiler for Temporary Heat)	10.66	1.00	.50#	.70	
Timber Man	9.43	.70#	.50	.70#	
Timber Man (In compressed air)	9.81	.70#	.50	.70#	
Top Man	8.87	.70#	.50	.70#	
Tower Man	8.82	.70#	.50	.70#	
Welder (Rate on surface)	9.14	.70#	.50	.70#	
Welder (Rate on surface) (In compressed air)	9.14	.70#	.50	.70#	

SHAFT AND TUNNEL CONSTRUCTION

LABOR SERVICE

Skilled Labor Service (Cont.)

	Rate Per Hour	Contributions Welfare Per Hour	Vacation Per Hour	Pension Per Hour	Other Specific Benefits
Operating Engineers:					
#Cranes, shovels, draglines, backhoes, clamshells, derricks, caisson rigs, pile driver, skid rigs, dredge operator, and traveling crane (bridge type), concrete paver (over 27E), concrete spreader and distributor .	$10.02	.70	None	.90	.10 A
#Material hoists, stack hoists, tractor or truck mounted hydraulic backhoe, tractor or truck mounted hydraulic crane (5 tons or under), man-hoist, tractor (over 40 h.p.), bulldozer (over 40 h.p.), endloader (over 40 h.p.), forklift (25' and over), motor patrol, scraper operator, sideboom, straddle carrier, mechanic and welder, bituminous plant and paver operator, roller (over 5 tons), rotary drill operator and blaster, trencher (wheel type or chain type having over 8-inch bucket)	9.77	.70	None	.90	.10 A
#Concrete and grout pumps, backfiller, concrete auto breaker (large), concrete finishing machines (road type); roller (rubber tire), concrete batch hopper, concrete conveyor systems, concrete mixers (14S or over), screw type pumps, and gypsum pumps, tractor, bulldozer, endloader (under 40 h.p.), pumps (well points), trencher (chain type having bucket 8-inch and under) industrial locomotives, roller (under 5 tons) and fireman (pile drivers and derricks)	9.47	.70	None	.90	.10 A

SHAFT AND TUNNEL CONSTRUCTION

LABOR SERVICE

Skilled Labor Service (Cont.)

	Rate Per Hour	Contributions Welfare Per Hour	Vacation Per Hour	Pension Per Hour	Other Specific Benefits
Operating Engineers: (Cont.)					
#Hoists (automatic), forklift (12' to 25'), tampers-compactors (riding type), assistant engineer, "A" frames and winch trucks, concrete auto breaker, hydrohammer (small), brooms and sweepers, hoists (tuggers), stump chipper (large), boats (tug, safety, work, barges, and launch)	$9.3[illegible]	.70	None	.90	.10 A
#Shouldering machine operator, screed operator, farm or industrial tractor mounted equipment, post hole digger, stone crushers and screening plants, firemen (asphalt plants), air compressor (300 CFM or over)	9.1[illegible]	.70	None	.90	.10 A
#Generators, pumps, augers (vertical and horizontal), air and electric hydraulic jacks, (slip form), compressors (under 300 CFM), welding machines, heaters (mechanical), prestress machines, bobcats, winches (small electric), oiler and greaser, boiler operators (temporary heat), rotary drill helper, conveyor, forklift (12' and under)	8.9[illegible]	.70	None	.90	.10 A

SHAFT AND TUNNEL CONSTRUCTION

LABOR SERVICE

Supervisory Service

	Rate Per Hour	Welfare Per Hour	Vacation Per Hour	Pension Per Hour	Other Specific Benefits
Carpenter Foreman	$10.46	.80	.51	.70	
Carpenter Subforeman	10.11	.80	.51	.70	
#Cement Mason Foreman (Bridges, Tunnels, Smokestacks, Subways, Sewers, Elevators Used for Grain, Cement or Coal Silos and Slipform Structures)	9.99	.90	.51	.70	
Ironworker General Foreman	11.21	.95	1.15#	.70	.15 A#
Ironworker Foreman	10.81	.95	1.15#	.70	.15 A#
Millwright Erector Foreman	11.19	.80#	.51#	.70#	.06 A
Millwright Erector General Foreman .	11.49	.80#	.51#	.70#	.06 A
#Pile Driver Foreman	11.21	.80	.51	.70	
Sewer and Water Foreman	9.93	.70#	.50	.70#	
Sewer and Water Foreman (In compressed air)	10.31	.70#	.50	.70#	
##Sewer Mason Foreman	10.84	.97	.56	.70	
##Sewer Mason Subforeman	10.54	.97	.56	.70	
Steamfitter Foreman	11.41	1.00	.50#	.70	
Steamfitter General Foreman	11.66	1.00	.50#	.70	

Skilled Labor Service

###Truck Drivers:*				
2 Axle Building Material	7.64	$21.50 wkly	--	$22.00 wkly
3 Axle Building Material	7.69	$21.50 wkly	--	$22.00 wkly
2 Axle Sand & Gravel	7.59	$21.50 wkly	--	$22.00 wkly
3 Axle Sand & Gravel	7.64	$21.50 wkly	--	$22.00 wkly
2 Axle Sewer & Water	8.04	$21.50 wkly	--	$22.00 wkly
3 Axle Sewer & Water	8.15	$21.50 wkly	--	$22.00 wkly

SHAFT AND TUNNEL CONSTRUCTION

LABOR SERVICE

Prevailing hours of labor per:
Calendar Day - 8
Calendar Week - 40

Welfare, vacation and pension contributions to be made up to a maximum of forty (40) hours straight time worked per week, unless otherwise indicated.

Contributions to be paid for all hours worked per week.

Contributions to be paid for all hours worked per week up to a maximum of 2000 hours per year.

Receive six national paid holidays as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Indentured apprentices registered with Industrial Commission recognized on job.

A Apprenticeship Fund

* Rates for this class of labor service established by a State of Wisconsin, Department of Industry, Labor and Human Relations, Wage determination rather than an action of the Common Council of the City of Milwaukee.

STREET CONSTRUCTION LABOR SERVICE

Unskilled Labor Service

	Rate Per Hour	Contributions: Welfare Per Hour	Contributions: Vacation Per Hour	Contributions: Pension Per Hour	Other Specivic Benefits
Bridge Laborer	$8.64	.65#	.51	.70#	
Cement Dumper	8.75	.65#	.51	.70#	
Jack Hammer Operator	8.81	.65#	.51	.70#	
Laborer	8.64	.65#	.51	.70#	
Pitman or Dumpman	8.70	.65#	.51	.70#	
Puddler	8.75	.65#	.51	.70#	
Strikeoff Man	8.75	.65#	.51	.70#	
Watchman	6.66	.65#	.51	.70#	

Skilled Labor Service

Asphalt Dumper	~~7.56~~ 7.96	~~.55~~ .65	.25	~~.60~~ .70	
Asphalt Ironer	~~7.56~~ 7.96	~~.55~~ .65	.25	~~.60~~ .70	
Asphalt Lute Man	~~7.76~~ 8.16	~~.55~~ .65	.25	~~.60~~ .70	
Asphalt Raker	~~7.76~~ 8.16	~~.55~~ .65	.25	~~.60~~ .70	
Asphalt Raker "B"	~~7.66~~ 8.06	~~.55~~ .65	.25	~~.60~~ .70	
Asphalt Shoveler	~~7.66~~ 7.86	~~.55~~ .65	.25	~~.60~~ .70	
Bull Float Man	8.75	.65#	.51	.70#	
#Cement Mason	9.34	.90	.51	.70	
#Cement Mason:					
Bridges, Tunnels, Smokestacks, Subways, Sewers, Elevators Used for Grain, Cement or Coal Silos and Slipform Structures	9.49	.90	.51	.70	
On all Power Tools (such as Power Trowels, Floats, Kelly Floats, Grinders, Saws, etc.)	9.49	.90	.51	.70	
Mastic, Marbelette and Composition Floors or Gypsum Roofs	9.45	.90	.51	.70	
Swing Stage	9.45	.90	.51	.70	
Swing Stage or Temporary Scaffolding 25 feet or higher	9.59	.90	.51	.70	
Form Setter	8.92	.65#	.51	.70#	
Landscaper*	6.50	.55#	.51	.60	
Landscaper Novice (Up to 2 Years Service)*	4.25	.55#	.51	.60	
Vibrator Man	8.70	.65#	.51	.70#	

STREET CONSTRUCTION LABOR SERVICE

Skilled Labor Service (Cont.)

	Rate Per Hour	Contributions Welfare Per Hour	Vacation Per Hour	Pension Per Hour	Other Specific Benefits
Operating Engineers:					
#Bituminous Paver or Plant; Concrete Breaker, truck mounted (heavy); Crane; Derrick; Dragline; Dredge; Pile Driver; Power Shovel; Material Hoist; Mixer or Paver (21 CF or over); Roller (over 5 tons); Stabilizing Mixer (self-propelled); Trenching Machine; Tractor, side-boom (heavy); Concrete Pvt. Spreader, Heavy Duty (rubber-tired); Hydraulic Backhoe; Asphalt Plant Engineer; Automatic Slipform Concrete Placer; Automatic Sub-grader (concrete); Batch Mixer Portable; Caisson Rigs; Central Mixer Concrete; Dredge Engineer; Batch Plant Engineer (concrete); Central Mix Plant Concrete; Percussion or Rotary Drilling Machine; Grader or Motor Patrol; Loading Machine (conveyor); Mechanic or Welder, heavy duty equipment; Tractor (scraper, dozer, pusher, loader); Tugger; End Loader; Asphalt Heater and Planer; Boatman; Bump Cutter and Grooving Machine; Shoulder Widener; Winches and A-Frames; Tube Finisher; Operator	$9.77	.70	None	.65	.10 A
#Mixer, Concrete (less than 21 CF); Pump, concrete; Roller, steel (5 tons or less); Operator	9.51	.70	None	.65	.10 A
#Screed (bituminous paver); Shouldering Machine; Self-propelled Chip Spreader; Operator	9.42	.70	None	.65	.10 A

STREET CONSTRUCTION LABOR SERVICE

Skilled Labor Service (Cont.)

	Rate Per Hour	Contributions Welfare Per Hour	Vacation Per Hour	Pension Per Hour	Other Specific Benefits
Operating Engineers: (Cont.)					
#Concrete Breaker and Tamper (light); Concrete Spreader; Finishing Machine; Mechanical Float; Curing Machine; Power Subgrader; Joint Sawer (multiple blade); Launch; Roller (Pneumatic tired self-propelled); Tractor (mounted or towed compactors and light equipment); Tractor, end loader (rubber-tired, light); Forklift; Belting Machine; Burlap Machine; Jeep Digger; Mulcher; Texturing Machine; Operator	$9.34	.70	None	.65	.10 A
#Fireman, Environmental Burner ...	9.26	.70	None	.65	.10 A
#Air Compressor; Drilling or Boring Machine (mechanical, heavy); Greaser, heavy equipment, lead-man; Tank Car Heater; Stump Chipper; Curb Machine Operator; Concrete Proportioning Plant; Generators; Mudjack; Operator	9.22	.70	None	.65	.10 A
#Crusher or Screening Plant; Automatic Belt Conveyor and Surge Bin; Pneumatic-Tired Roller Farm Tractor Towed; Pug Mill; Operator	9.13	.70	None	.65	.10 A
#Oiler; Pump (over 3 in.); Surge Bin; Drilling Machine Helper; Operator	9.01	.70	None	.65	.10 A

STREET CONSTRUCTION LABOR SERVICE

Skilled Labor Service (Cont.)

	Rate Per Hour	Contributions Welfare Per Hour	Vacation Per Hour	Pension Per Hour	Other Specific Benefits
###Truck Drivers:*					
2 Axle Building Material	$7.64	$21.50 wkly	--	$22.00 wkly	
3 Axle Building Material	7.69	$21.50 wkly	--	$22.00 wkly	
2 Axle Sand & Gravel	7.59	$21.50 wkly	--	$22.00 wkly	
3 Axle Sand & Gravel	7.64	$21.50 wkly	--	$22.00 wkly	
2 Axle Sewer & Water	8.04	$21.50 wkly	--	$22.00 wkly	
3 Axle Sewer & Water	8.15	$21.50 wkly	--	$22.00 wkly	

Supervisory Service

Asphalt Foreman	~~8.51~~ 8.66	~~.55~~ .65	.25	~~.60~~ .70	
#Cement Mason Foreman	9.84	.90	.51	.70	
#Cement Mason Foreman (Bridges, Tunnels, Smokestacks, Subways, Sewers, Elevators Used for Grain, Cement or Coal Silos, and any Slipform Structures)	9.99	.90	.51	.70	
#Cement Mason Foreman (Mastic, Marbelette and Composition Floors or Gypsum Roofs)	9.95	.90	.51	.70	
Labor Foreman	9.08	.65	.51	.70	

Prevailing hours of labor per:
Calendar Day - 8
Calendar Week - 40

Welfare, vacation and pension contributions to be made up to a maximum of forty (40) hours straight time worked per week, unless otherwise indicated.

Contributions to be paid for all hours worked per week.

Receive six national paid holidays as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Indentured apprentices registered with the Industrial Commission recognized on job.

A Apprenticeship Fund

* Rates for this class of labor service established by a State of Wisconsin, Department of Industry, Labor and Human Relations, Wage determination rather than an action of the Common Council of the City of Milwaukee.

8. INSPECTION CHARGES:

Contractor to be Charged for Inspection after Time Allowed for Completion: The contractor will be charged for each and every day inspection is required on all construction projects after the time allowed for completion has expired. This per-diem rate for inspection will include the cost of inspection, construction supervision, clerical and administrative costs, traffic engineering, vacations, pensions, holidays, overtime, and other similar overhead charges. This charge for inspection will be deducted from monies due the contractor at the completion of the contract. The amount of the per-day charges per branch are as follows:

Branch	Fee Per Day
1 General Construction	$50.00
2 Electrical	50.00
3 Hydraulic Equipment	50.00
4 Plumbing	25.00

An inspector will be assigned to the project upon notice from the Commissioner of Public Works to the contractor to start work. If more than one crew is utilized by the contractor, as many additional inspectors will be assigned to the project as the Commissioner deems necessary. An additional charge per day after the time allowed for completion shall be made for each such additional inspector. Inspection will be continuous until, in the judgment of the Commissioners, the project is complete. This period of time will include all construction operations, including cleaning of work site. If for any reason a contractor wishes to suspend operations, a request for permission to do so shall be made in writing to the Commissioner of Public Works. Such permission will only be granted for unusual conditions such as strikes, severe shortages of building materials, extended periods of inclement weather, or for other reasons authorized by the Commissioner of Public Works.

A working day shall be any day which, in the opinion of the Commissioner of Public Works, it is possible for the contractor to start or continue construction operations. Days of inclement weather will not be considered as a working day.

9. DAYS OF WORK AND SHIFT REGULATIONS:

Nowwork shall be performed under the contract on Saturdays, Sundays, or legal holidays, except in cases of emergency, and then only with the written approval of the Commissioner.

The Commissioner reserves the right to name the number of shifts per day, the hours per shift, and the starting time of each shift.

10. Notice to Fire, Police, and Sheriff's Departments: The contractor shall give notice in writing to the Chief Engineer of the Fire Department and to the Chief of the Fire Department and the Chief of Police of the City of Milwaukee County at least three days before blocking off any street.

11. Notice to Utilities, City Bureaus, and Governmental Units: The contractor shall notify all utilities, City bureaus, and governmental units whose property may be affected by the contractor's operations at least three days before breaking ground. The contractor shall not interfere with said property until the expiration of the time specified in said notice, and then only by permission of the Commissioner; nor shall the contractor hinder or interfere with any person in the protection of such work or with the operation of buses at any time, except with the permission of the Commissioner.

12. Notice to Railroads: The contractor shall send by registered mail a notice to the district or division engineer or persons in charge of the operations of trains for any railroad at least ten days prior to doing any work in the right-of-way or any track zone. He shall ascertain the schedule of all trains and shall comply with all rules and regulations requested by the railroad company.

13. Notice for State Arterial Highways: Whenever the work will obstruct or in any other way affect through vehicular traffic on State arterial highways, the contractor shall give notice at least three days in advance thereof to the State of Wisconsin Department of Transportation, Division of Highways, and the Traffic Division of the Bureau of Traffic Engineering and Electrical Services of the City.

14. Notice to Support Buildings: Whenever the work endangers the support or involves the under-cutting of any building or other structure along the site of the work, the contractor must send by registered mail, return receipt requested, a written notice to the owner or his agent to support such building or structure; and following the service of the notice, he must allow a reasonable length of time for the placing of the necessary support.

15. Notice of Work Suspension: In case the work is stopped and is to remain stopped for any considerable length of time, the contractor shall promptly notify the Commissioner. At least 24 hours before the work is to be resumed, he must again notify the Commissioner.

16. Permit for Storage of Materials: When the contractor finds it necessary to store materials on a street which is open to traffic, he must obtain a permit from the Department of Public Works to store such materials at the designated location.

17. Water Permit: The contractor must obtain a permit from the Milwaukee Water Works for the use of City water. This does not apply to contracts for laying water mains.

18. Permit for Excavation: Before starting excavation in any street, roadway, or other public way, the contractor must obtain a permit from the

Department of Public Works.

19. Permit for Street Closings: When it is necessary to close any street to traffic, the contractor must obtain a permit from the Department of Public Works.

20. Permit for Blasting: Before doing any blasting, the contractor must, with the approval of the Commissioner, obtain a permit from the Chief Engineer of the Fire Department. The Commissioner reserves the right to order the discontinuance of blasting operations at any time.

21. Plans and Specifications to be Available: The contractor shall keep a legible copy of the plans, if any, and specifications at the site of the work.

22. Right to Inspect and Test Materials: All materials to be used in the work are subject to the inspection, testing, and approval of the Commissioner or his authorized representatives at the place of manufacture, the site of the work, or other location, and before use, or before, during, or after the incorporation of such materials into the work. The contractor shall, at all times, afford the necessary facilities for the Commissioner and his representatives to examine or sample all materials and to inspect the work, plant, equipment, and tools in order to determine whether the materials, opeartions, workmanship, methods, and finished work comply with the requirements of the contract documents.

23. Inspection: All work under the contract shall be executed only in the presence of the Commissioner or his representatives; but the presence, superintendence, or inspection of the Commissioner or his representatives shall in no way relieve the contractor of his responsibilities for all work under the contract documents.

    The approval of any material or work at any stage of the construction will not prevent its subsequent rejection for cause. If found defective at any time within the guarantee period, such material or workmanship must be replaced at the expense of the contractor.

24. Employee Qualifications: The contractor shall employ only such foremen, mechanics, laborers, or other employees as are physically fit, competent, experienced, and qualified to handle each class of work on which they are employed. Any person previously discharged by order of the Commissioner from work on any City contract will not be permitted to work on this contract whthout first obtaining written permission from the Commissioner.

25. Employees to be Discharged for Cause: When any employee willfully, negligently, or ignorantly fails to perform any of his duties or assignments, or is disobedient or abusive and disrespectful to a fellow employee or to the Commissioner or his representatives, such employee shall, upon written order from the Commissioner to the contractor, be discharged from the work.

26. Right of Entry: The Commissioner reserves the right of entry to any portion of the site of the work to himself or his representatives and also to City forces, utilities, or contractors for the purpose of constructing collateral work or making emergency repairs. The contractor shall not be entitled to any damages for delays or hindrances resulting from such work.

27. Location of Underground Structures: It is the responsibility of the contractor to acquaint himself with the location of all underground structures which may be encountered or which may be affected by work under the contract. The locations of any underground structures furnished, shown on the plans, or given on the site are based upon the available records but are not guaranteed to be complete or correct and are given only to assist the contractor in making a determination of the location of all underground structures.

28. Property Safeguards: The contractor shall safeguard from and be solely responsible for all damage resulting from his work operations to water gas, steam, or drain pipes, street and building sewers, building sewers, catch basins, manholes, conduits, cable, hydrants, valve and stop boxes, light poles, street lighting cables and transformers, traffic signals, traffic and street signs, fire and police alarm boxes, mail boxes, or any other privately or publicly owned existing installation or structure and the right-of-way structure of any railroad. He shall also safeguard from and be solely responsible for damage to pavements, sidewalks, curbs, gutters, trees, shrubbery or lawns, except in such cases where the removal without replacement has been authorized in the contract documents or by the Commissioner. The cost of all safeguarding shall be included in the price bid for work under the contract.

29. Work in Private Right-of-Way: Whenever the work is to be prosecuted through private property for which the City has obtained a license or an easement, the contractor must abide fully with the terms of the license or the easement, a copy of which is on file in the Department of Public Works.

30. Statement from Easement Grantors: Before final payment will be made, the contractor shall obtain and submit to the Commissioner a statement from the parties granting the license or easement, which statement shall be in the following form:

Date: _____

Commissioner of Public Works
City of Milwaukee

The property owned by the undersigned has been left in a satisfactory condition following the recent completion of construction work through such property, as described in the license or easement agreement permitting such work.

_____ (Witness)

_____ (Owner)

_____ (Witness

By: _____ (Title)

31. Failure to Secure Statement: In case the contractor is unable to secure the above statement, he shall inform the Commissioner of the reasons for his failure to do so. The Commissioner or his representatives will then examine the site, and the Commissioner will direct the contractor to complete any work that may be necessary to satisfy the terms of the license or easement. Should the contractor refuse to do the work, the Commissioner reserves the right to have it done by contract or force account and deduct the cost of same from monies due the contractor; or he may require the contractor to furnish a bond in a sum satisfactory to the Commissioner to cover any legal claims for damages. When the Commissioner is satisfied that the work has been completed in agreement with the contract documents and the terms of the license or easement, he reserves the right to wave the requirement of obtaining the statement, in case that the contractor's failure to obtain such statement is due to the grantor's refusal to sign and this refusal is not based upon any legitimate claims that the contractor has failed to fulfill the terms of the license or easement, or in case that the contractor is unable to reach or has undue hardship in reaching the grantors.

32. Maintenance of Crosswalks and Gutters: Suitable pedestrian crossings, at least four feet in width, shall be provided and maintained by the contractor as directed by the Commissioner. Gutters must not be obstructed at any time; and where it is necessary to cover them, a continuous pipe or timber drain ample to carry off the storm waters shall first be laid along the gutter; and such pipe or drain shall be kept open and free from obstructions.

33. Sanitary Regulations: The contractor shall construct and maintain properly sheltered sanitary conveniences for his employees, and their use must be strictly enforced. When permission is granted to use the manholes of designated sewers for sanitary outlets, such manholes must be flushed and cleaned periodically and thoroughly cleaned when no longer in use.

34. Disposal of Water and Sewage: All storm or ground water, which is to be removed from the site of the work, must be conveyed to an inlet of a storm or combined sewer or, when so approved by the Commissioner, either to an inlet of a sanitary sewer or to some other point of disposal. All sanitary sewage must be conveyed by closed pipe or hose to an inlet of a sanitary or combined sewer or, when so approved by the Commissioner, either to an inlet of a storm sewer or to some other point of disposal. Proper precautions must be taken to prevent excessive quantities of clay, sand, or silt from entering existing sewers.

35. Interruption of Sewage or Storm Water Flow: The contractor must provide for the flow in existing sewers, water courses, culverts, gutters, catch basins, drains, etc., which are affected by the prosecution of the work. All such existing structures, which are disturbed, must be restored to a condition at least equal to their original condition and to the satisfaction of the Commissioner.

36. Maintenance of Public and Private Underground Structures and Appurtenances: Free access must always be maintained to fire hydrants, fire alarm and police call boxes, water and gas gate valves, catch basins, and sewer, water, Bureau of Traffic Engineering and Electrical Services, utility and other manholes. Whenever free access to any such structure shall

have been obstructed or interfered with during the progress of the work, the contractor must immediately remove at his own expense such obstruction or interference.

37. Water Line Connections to Hydrants: The fitting which the contractor employs for connecting his water supply line to a City hydrant must be equipped with a valve to be used in place of the regular hydrant valve. This fitting assembly must be watertight. The hydrant valve must remain fully opened during usage.

38. Protection against Liability for Damages: The contractor and the surety will be held responsible for and shall save the City harmless from all liability for damages occasioned by the digging up, use, or occupancy of the street, alley, highway, public grounds, and private grounds; or which may result therefrom; or which may result in any way from the negligence or carelessness of the contractor, his agents, employees or workmen; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work; and they shall indemnify the City for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work; and from all costs, charges, and expense incurred in defending such suits or actions; and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods; or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment, or plant, or any process, device, or combination of devices used in the construction of the work.

39. Revisions to General Conditions Items:

A. Item #4, Shop and Setting Drawings: Change the number of shop or setting drawings submitted to three (3) copies. Change the number of corrected copies returned to five (5).

B. Item #10, Surveys, Permits, and Regulations: Sentence 1 to be omitted. Substitute the following: "The owner will furnish the contractor with primary lines and grades. The contractor must bear sole responsibility for correct transferal of all construction lines and grades from the primary lines and grades as furnished."

C. Item #10, Surveys, Permits, and Regulations: Sentence 2 to be omitted. Substitute the following: The owner will provide the building and occupancy permits. Contractors will provide all special permits as may be required in their work.

D. Item #25, Payment to Contractor: Delete Paragraph 1. Substitute the following:

"Progress Payments: In case the contractor shall proceed properly and with diligence to perform and complete the work on this contract, the Commissioner may, from time to time, as the work progresses, grant to the contractor an estimate of the amount already earned. In making such progress estimates, there shall be retained 10 per cent of each progress estimate until final completion and acceptance of the work, except that after 50 per cent of the work has been completed and the Commissioner of Public Works finds that satisfactory progress is being made and all conditions complied with, he may authorize any of the remaining progress payments to be paid in full to the contractor."

40. <u>ADDITIONS TO GENERAL CONDITION ITEMS:</u>

A. Item #2, Definitions: Add the following:

f. "Commissioner", Commissioner of Public Works, City of Milwaukee, or his representative
g. "Superintendent", Superintendent of the Bureau of Bridges and Public Buildings, City of Milwaukee, or his representative
h. "Engineer" Authorized engineers of the Bureau of Bridges and Public Buildings, City of Milwaukee
i. "Architect/Engineer", the Commissioner, Engineer, or Superintendent, or their representatives

B. <u>Item #17, Changes in Work</u>: Add the following:

d. By the predetermined FIXED UNIT PRICE contained in the Supplemental Schedule included in the contract documents, when the Unit Bid Price is not applicable, or when there is no Supplemental Schedule of Prices bid by the contractor

REGULATIONS

TITLE 29
SUBTITLE A
PART 3
OF THE CODE OF FEDERAL REGULATIONS

PAYMENT AND REPORTING OF WAGES

CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING AND PUBLIC WORK AND ON BUILDING AND WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

[This publication conforms to the Code of Federal Regulations as of July 17, 1968, the date this reprint was authorized.]

UNITED STATES DEPARTMENT OF LABOR

Wage and Hour and Public Contracts Divisions

WASHINGTON, D.C. 20210

WHPC Publication 1243

Title 29—LABOR

Subtitle A—Office of the Secretary of Labor

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

Sec.

3.1 Purpose and scope.
3.2 Definitions.
3.3 Weekly statement with respect to payment of wages.
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor.
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 161, sec. 2, 48 Stat. 948; Reorg. Plan No. 14 of 1950, 64 Stat. 1267; 5 U.S.C. 22, 133z-15 note; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Title 29—Labor

Subtitle A—Office of the Secretary of Labor

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

Section 3.1 Purpose and scope.

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

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the contruction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or

repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10139, July 17, 1968]

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under § 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times

for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however*, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similiar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however*, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under § 516.27(a) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under § 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily con-

sented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under § 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of § 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of § 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under § 3.6 are prohibited.

Section 3.10 Methods of payment of wages.

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

Section 3.11 Regulations part of contract.

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

U.S. GOVERNMENT PRINTING OFFICE: 1959 O—614-651

REGULATIONS PART 5

TITLE 29, SUBTITLE A, CODE OF FEDERAL REGULATIONS

LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION

Revised and Published in the Federal Register, January 4, 1964, 29 FR 95; September 30, 1964, 29 FR 13, 462; June 17, 1965, 30 FR 7819; October 15, 1965, 30 FR 13, 136; January 31, 1967, 32 FR 1068; June 7, 1968, 33 FR 8448

REPRINTED JANUARY 1969

UNITED STATES DEPARTMENT OF LABOR
Office of Solicitor

Title 29—LABOR

Subtitle A—Office of the Secretary of Labor

PART 5—LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NON-CONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS STANDARDS ACT)

Subpart A—General

Sec.
5.1 Purpose and scope.
5.2 Definitions.
5.3 Procedure for requesting wage determinations.
5.4 Use and effectiveness of wage determinations.
5.5 Contract provisions and related matters.
5.6 Enforcement.
5.7 Reports to the Secretary of Labor.
5.8 Review of recommendations for an appropriate adjustment in liquidated damages under the Contract Work Hours Standards Act.
5.9 Suspension of funds.
5.10 Restitution; criminal action.
5.11 Department of Labor investigations; hearings.
5.12 Rulings and interpretations.
5.13 Variations, tolerances, and exemptions from Parts 1 and 3 of this subtitle and this part.
5.14 Limitations, variations, tolerances, and exemptions under the Contract Work Hours Standards Act.

Subpart B—Interpretation of the Fringe Benefits Provisions of the Davis-Bacon Act

Sec.
5.20 Scope and significance of this subpart.
5.22 Effect of the Davis-Bacon fringe benefits provisions.
5.23 The statutory provisions.
5.24 The basic hourly rate of pay.
5.25 Rate of contribution or cost for fringe benefits.
5.26 "* * * contribution irrevocably made * * * to a trustee or to a third person."
5.27 "* * * fund, plan, or program."
5.28 Unfunded plans.
5.29 Specific fringe benefits.
5.30 Types of wage determinations.
5.31 Meeting wage determination obligations.
5.32 Overtime payments.

AUTHORITY: The provisions of this Part 5 issued under R.S. 161, Reorg. Plan No. 14 of 1950, 64 Stat. 1267; sec. 2, 48 Stat. 948; sec. 10, 61 Stat. 89; 5 U.S.C. 22, 133z-15 note, 29 U.S.C. 256; 40 U.S.C. 276c.

Subpart A—General

§ 5.1 Purpose and scope.

(a) The regulations contained in this part are promulgated in order to coordinate the administration and enforcement of the labor standards provisions of each of the following acts by the Federal agencies responsible for their administration and such additional statutes as may from time to time confer upon the Secretary of Labor additional duties and responsibilities similar to those conferred upon him under Reorganization Plan No. 14 of 1950:

The Davis-Bacon Act (40 U.S.C. 276a—276a-7), and as extended to the Federal-Aid Highway Act of 1956 (23 U.S.C. 113).

Copeland Act (40 U.S.C. 276c).

The Contract Work Hours Standards Act (40 U.S.C. 327-330).

National Housing Act (12 U.S.C. 1713, 1715a, 1715c, 1715k, 1715(d) (3) and (4), 1715v, 1715w, 1715x, 1743, 1747, 1748b, 1748h-3, 1750g).

Hospital Survey and Construction Act (42 U.S.C. 291h).

Federal Airport Act (49 U.S.C. 1114).

Housing Act of 1949 (42 U.S.C. 1459).

School Survey and Construction Act of 1950 (20 U.S.C. 636).

Defense Housing and Community Facilities and Services Act of 1951 (42 U.S.C. 1592i).

United States Housing Act of 1937 (42 U.S.C. 1416).

Federal Civil Defense Act of 1950 (50 U.S.C. App. 2281).

Area Redevelopment Act (42 U.S.C. 2512).

Delaware River Basin Compact (sec. 15.1, 75 Stat. 714).

Health Professions Educational Assistance Act of 1963 (42 U.S.C. 292d(c)(4), 293a(c)(5).

Mental Retardation Facilities Construction Act (42 U.S.C. 295(a)(2)(d), 2662(5), 2675(a)(5)).

Community Mental Health Centers Act (42 U.S.C. 2685(a)(5)).

Higher Educational Facilities Act of 1963 (20 U.S.C. 753).

Vocational Educational Act of 1963 (20 U.S.C. 35f).

Library Services and Construction Act (20 U.S.C. 355c(a)(4)).

Urban Mass Transportation Act of 1964 (sec. 10a, 78 Stat. 307).

Economic Opportunity Act of 1964 (sec. 607, 78 Stat. 532).

Public Health Services Act (sec. 605(a)(5), 78 Stat. 454).

Housing Act of 1964 (78 Stat. 797).

The Commercial Fisheries Research and Development Act of 1964 (sec. 7, 78 Stat. 199).

The Nurse Training Act of 1964 (sec. 2, 78 Stat. 910).

Elementary and Secondary Education Act of 1965 (20 U.S.C. 239).

Federal Water Pollution Control Act (33 U.S.C. 466).

Appalachian Regional Development Act of 1965 (79 Stat. 5, 21, sec. 403).

National Technical Institute for the Deaf Act (79 Stat. 125, 126, sec. 5(b)(5)).

(b) Sections 5.3 and 5.4 contain the Department's procedural rules governing requests for wage determinations under the Davis-Bacon Act and its related statutes listed in § 1.1 of this subtitle and the use of such wage determinations.

§ 5.2 Definitions.

As used in this part:

(a) The term "Agency Head" means the principal official of the Federal Agency and includes those persons duly authorized to act in his behalf;

(b) The term "Contracting Officer" means the individual, his duly appointed successor, or his authorized representative who is designated and authorized to enter into contracts on behalf of the Federal agency, or other administering agency;

(c) The term "Apprentices" means persons who are indentured and employed in a bona fide apprenticeship program and individually registered by the program sponsor with a State Apprenticeship Agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no recognized Agency exists in a State, in a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor;

(d) The term "wage determination" includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision, issued prior to the award of the construction contract, except that under the National Housing Act changes in the decision shall be effective if made at any time prior to the beginning of construction. The use of the wage determination shall be subject to the provisions of § 5.4;

(e) The term "contract" means any contract within the scope of the labor standards provisions of any of the acts listed in § 5.1 and which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work 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, except where a different meaning is expressly indicated;

(f) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

(g) The term "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof of or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project, including without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies or equipment on the site of the building or work, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project, by persons employed by the contractor or subcontractor. A mere token beginning of the work shall not be deemed to be the "beginning of construction" as that term is used in the National Housing Act.

(h) The term "public building" or "public work" includes building or work, the construction, prosecution, completion, or repair of which, as defined above, is carried on directly by authority of or with funds of a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency. However, the term "initial construction" in the Federal-Aid Highway Act of 1956 does not include repair or maintenance work.

(i) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work, or building or work financed in whole or in part by loans, grants, or guarantees from the United States, is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist.

(j) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

(k) The term "wages" (and its singualr form) has the meaning prescribed in section 1(b) of the Davis-Bacon Act.

§ 5.3 Procedure for requesting wage determinations.

(a)(1) The Federal Agency shall initially request a wage determination under the Davis-Bacon Act or any of its related prevailing wage statutes by submitting to the Solicitor of Labor, United States Department of Labor, Washington, D.C., 20210, a completed Department of Labor Form DB-11. State Highway Departments under the Federal-Aid Highway Act of 1956 shall similarly request a wage determination by using Department of Labor Form DB-11(a). These forms are available from the Office of the Solicitor, United States Department of Labor. The agency shall check only those classifications on the applicable form which will be needed in the performance of the work (inserting a note such as "entire schedule" or "all applicable classifications" is not sufficient). Additional classifications needed which are not on the form may be typed in the blank spaces or on a separate list and attached to the form. The agency shall not list classifications which can be fitted into classifications on the form, or classifications which are not generally recognized in the area or in the construction industry.

(2) In completing Form DB-11 or DB-11(a), the agency shall furnish:

(i) A sufficiently detailed description of the work to indicate whether heavy, highway, or building construction, or any other type of construction is involved. Additional description or separate attachment, if necessary for identification of type of project, shall be furnished.

(ii) Location of the proposed project (include distance in miles and direction from the nearest point of reference).

(iii) The agency's evaluation as to whether the project is a building, heavy, highway or other type of construction project.

(3) Such request for a wage determination shall be accompanied by any pertinent wage payment information, which may be available. This information need not accompany a request in areas where the wage patterns are clearly established. When the requesting agency is a State Highway Department under the Federal-Aid Highway Act of 1956, such agency shall also include its recommendations as to the wages which are prevailing for each classification of laborers and mechanics on similar construction in the immediate locality.

(b) Whenever the wage patterns in a particular area for a particular type of construction are well settled and whenever it may be reasonably anticipated that there will be a large volume of procurement in that area for such a type of construction, the Secretary of Labor, upon the request of a Federal agency or in his discretion, may issue such a general wage determination when, after consideration of the facts and circumstances involved, he finds that the applicable statutory standards and those of Part 1 of this subtitle will be met.

(c) The time required for processing requests for wage determinations varies according to the facts and circumstances in each case. An agency should anticipate that such processing in the Department of Labor will take at least 30 days.

§ 5.4 Use and effectiveness of wage determinations.

(a) Wage determinations initially issued shall be effective for 120 calendar days from the date of such determinations. If such a wage determination is not used in the period of its effectiveness, it is void. If it appears that a wage determination may expire between bid opening and award, the agency should request a new wage determination sufficiently in advance of the bid opening to assure receipt prior thereto. However, when due to unavoidable circumstances a determination expires before award and after bid opening, the Solicitor upon a written finding to that effect by the Head of the Federal Agency in individual cases may extend the expiration date of a determination whenever he finds it necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment in the conduct of Government business.

(b) All actions modifying an original wage determination prior to the award of the contract or contracts for which the determination was sought shall be applicable thereto, but modifications received by the Federal agency (in the case of the Federal-Aid Highway Act of 1956, the State Highway Department of each State) later than 10 days before the opening of bids shall not be effective except when the Federal agency (in the case of the Federal-Aid Highway Act of 1956, the State Highway Department of each State) finds that there is a reasonable time in which to notify bidders of the modification. Similarly, in the case of contracts entered into pursuant to the National Housing Act, changes or modifications in the original determination shall be effective if made prior to the begining of construction, but shall not apply after the mortgage is intially endorsed by the Federal agency. A modification in no case will continue in effect beyond the effective period of the wage determination to which it relates.

(c) Upon his own initiative or the request of a Federal agency (or a State Highway Department under the Federal-Aid Highway Act of 1956), the Secretary shall correct any wage determination included in a contract subject to the minimum wage provisions of the statutes listed in § 1.1 of this subtitle whenever he finds such a wage determination contains clerical errors.

§ 5.5 Contract provisions and related matters.

(a) The Agency Head shall cause or require to be inserted in full in any contract subject to the labor standards provisions of any of the acts listed in § 5.1, except those subject only to the Contract Work Hours Standards Act, the following clauses or any modifications thereof to meet the particular needs of the agency if first approved by the Department of Labor:

(1) *Minimum wages.* (i) All mechanics and laborers 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 amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated 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 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or pro-

grams, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for final determination.

(iii) The contracting officer shall require whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for determination.

(iv) If the contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: *Provided, however*, The Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) ***Withholding.***

The [write in name of Federal agency] 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 the contract. In the event of failure to pay any laborer or mechanic 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 may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) ***Payrolls and basic records.*** (i) Payrolls and basic records relating thereto will be maintained 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 will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) 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 which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(ii) The contractor will submit weekly a copy of all payrolls to the (write in name of appropriate Federal agency) if the agency is a party to the contract, but if the agency is not such a party the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compli-

ance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the (write the name of agency) and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(4) *Apprentices.* Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

(5) *Compliance with Copeland Regulations (29 CFR Part 3).* The contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

(6) *Subcontracts.* The contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as the (write in the name of Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses 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.

(7) *Contract termination; debarment.* A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

(b)(1) In the construction of a dwelling or dwellings insured under 12 U.S.C. 1715v, or 1715w, compliance with the requirements of paragraph (a) of this section may be waived by the Agency Head in cases or classes of cases where laborers or mechanics, not otherwise employed at any time on the project, voluntarily donate their services without full compensation for the purpose of lowering the cost of construction and the Agency Head determines that any amounts saved thereby are fully credited to the nonprofit corporation, association, or other organization undertaking the construction.

(2) In construction assisted by any loan or grant under 20 U.S.C. Ch. 21, the Agency Head may waive the application of 20 U.S.C. 753(a) in cases or classes of cases where laborers or mechanics not otherwise employed at any time in the construction of the project, voluntarily donate their services for the purpose of lowering the costs of construction and the Agency Head determines that any amounts saved thereby are fully credited to the educational institution undertaking the construction.

(3) In construction assisted under Section 503 of the Housing Act of 1964, the Agency Head may waive the application of the prevailing wage standards prescribed therein in cases or classes of cases where laborers or mechanics, not otherwise employed at any time on the project, voluntarily donate their services without compensation for the purpose of lowering the costs of construction and the Agency Head determines that any amounts thereby saved are fully credited to the person, corporation, association, organization, or other entity undertaking the project.

(c) The Agency Head shall cause or require the following clauses set forth in subparagraphs (1), (2), (3) and (4) of this paragraph to be included in full in any contract subject to the Contract Work Hours Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the con-

tract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or 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 his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in subparagraph (1), the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his 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 such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (1), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1).

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency) may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2).

(4) *Subcontracts.* The contractor shall insert in any subcontracts the clauses set forth in subparagraphs (1), (2), and (3) of this paragraph and also a clause requiring the subcontractors to include these clauses 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.

(d) In any contract required to contain the withholding clause set forth in subparagraph (2) of paragraph (a) of this section, the Federal Agency may modify the clause in subparagraph (3) of paragraph (c) of this section so as to refer only to the withholding and determination of sums for liquidated damages.

(e) In any contract subject only to the Contract Work Hours Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require to be inserted a clause requiring the maintenance of records containing the information specified in § 516.2(a) of this Title. Records containing such information shall be preserved for a period of three years from the completion of the contract. Further, the Agency Head shall cause or require to be inserted in any such contract a clause providing that the records to be maintained under this paragraph shall be available for inspection in the manner that inspection of records is available under the terms of paragraph (a)(3)(ii) of this section.

(f) In contracts subject to section 203 of the National Housing Act, the Agency Head shall cause or require inclusion of the following clause: Every laborer and mechanic employed by the contractor or any subcontractor engaged in the construction of the project shall receive compensation at a rate of not less than one and one-half times his basic or regular rate of pay for all hours worked in any workweek in excess of eight hours in any workday or forty hours in the workweek, as the case may be.

§ 5.6 Enforcement.

(a)(1) It shall be the responsibility of the Federal agency to ascertain whether the clauses required by § 5.5 have been inserted in the contracts. Agencies which do not directly enter into such contracts shall promulgate the necessary regulations or procedures to require that the contracts contain the provisions of § 5.5 or such modifications thereof which have been approved by the Department of Labor. No payment, advance, grant, loan or guarantee of funds shall be approved by the Federal agency after the beginning of construction unless there is on file with the agency a certification by the contractor that he and his subcontractors have complied or that there is a substantial dispute with respect to the required provisions.

(2) The Federal agency shall make such examination of the submitted payrolls and statements as may be necessary to assure compliance with the labor standards clauses required by the regulations contained in this part and the applicable statutes

listed in § 5.1. In connection with such examination particular attention should be given to the correctness of classifications and disproportionate employment of laborers, helpers or apprentices. Such payrolls and statements shall be preserved by the agency for a period of 3 years from the date of completion of the contract and shall be produced at the request of the Secretary of Labor at any time during the 3-year period.

(3) In addition to the examination of payrolls and statements required by subparagraph (2) of this paragraph, the Federal agency shall cause investigations to be made as may be necessary to assure compliance with the labor standards clauses required by the regulations contained in this part and the applicable statutes listed in § 5.1. Projects where the contract is of short duration (6 months or less) shall be investigated before the work is accepted, if feasible. In the case of contracts which extend over a long period of time the investigations shall be made with such frequency as may be deemed necessary to assure compliance. Such investigations shall include interviews with employees and examinations of payroll data to determine the correctness of classifications and disproportionate employment of laborers, helpers, or apprentices. Complaints of alleged violations shall be given priority and statements, written or oral, made by an employee shall be treated as confidential and shall not be disclosed to his employer without the consent of the employee.

(b)(1) Whenever any contractor or subcontractor is found by the Secretary of Labor or the Agency Head with the concurrence of the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of any of the applicable statutes listed in § 5.1, other than the Davis-Bacon Act, such contractor or subcontractor or any firm, corporation, partnership, or association in which such contractor or subcontractor has a substantial interest shall be ineligible for a period not to exceed 3 years (from the date of publication by the Comptroller General of the name or names of said contractor or subcontractor on the ineligible list as provided below) to receive any contracts subject to any of the statutes listed in § 5.1. *Provided, however,* That the Solicitor shall direct the removal from the debarred bidders list of any contractor or subcontractor whom he has found to have demonstrated a current responsibility to comply with the labor standards provisions applicable to Federal contracts and federally assisted construction work subject to any of the applicable statutes listed in § 5.1. In cases arising under contracts covered by the Davis-Bacon Act, the ineligibility provision prescribed in that act shall govern.

(2) The Agency Head shall furnish to the Secretary of Labor for transmittal to the Comptroller General the names of the persons or firms who have been found to have disregarded their obligations to employees. The Comptroller General will distribute a list to all Departments of the Government giving the names of such ineligible persons or firms.

(c)(1) Whenever as a result of an investigation conducted by the Agency or the Department of Labor, the Deputy Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor, finds reasonable cause to believe that a contractor or subcontractor has committed willful or aggravated violations of the labor standards provisions of any of the statutes listed in § 5.1 (other than the Davis-Bacon Act) or has committed violations of the Davis-Bacon Act which constitute a disregard of its obligations to employees or subcontractors under section 3(a) thereof, he shall promptly notify by registered or certified mail the contractor or subcontractor and its responsible officers, if any (and any firms in which the contractor or subcontractor are known to have a substantial interest), of the finding and afford such contractor or subcontractor and any other parties notified an opportunity to present such reasons or considerations as they have to offer relating to why debarment action should not be taken under paragraph (b) of this section or section 3(a) of the Davis-Bacon Act. The Deputy Administrator shall furnish to those notified a summary of the investigative findings and shall make available to them any information disclosed by the investigation which is not privileged or found confidential for good cause. If this opportunity is requested, an informal proceeding shall be held before a hearing examiner, a regional director of the Wage and Hour and Public Contracts Divisions, or any other Departmental officer of appropriate ability. At the conclusion of the informal proceeding, the presiding officer shall issue his decision which shall be served by registered or certified mail upon the interested parties.

(2) Within 30 days after service of the decision, any party may file objections to the decision with the Solicitor of Labor, United States Department

of Labor, Washington, D.C. Such objections shall be specific, and shall be accompanied by reasons or bases therefor. In his discretion, the Solicitor may permit oral argument. If no objections are filed, the decision of the presiding officer shall be final, except in cases under section 3 of the Davis-Bacon Act as to any action to be taken by the Comptroller General under that section.

(3) The decision of the Solicitor shall show a ruling upon each objection presented, and shall include a statement of (i) the findings and conclusions, as well as the reasons or bases therefor, upon all material issues of fact, law, or discretion presented on the record, and (ii) an appropriate order or recommendation. The decision of the Solicitor shall be final, except in cases accepted for review, upon petition, by the Wage Appeals Board [1] and in cases under section 3 of the Davis-Bacon Act as to any action to be taken by the Comptroller General under that section.

(d) Any person or firm debarred under § 5.6(b) may in writing request removal from the debarment list. The procedure for removal shall be substantially similar to the determinit procedure set forth in paragraph (c) of this section. That is, the person or firm shall have an opportunity to demonstrate in an informal proceeding a current responsibility to comply with the labor standards provisions applicable to Federal contracts and to Federally assisted construction work and to file objections to the presiding officer's decision for consideration by the Solicitor of Labor.

§ 5.7 Reports to the Secretary of Labor.

(a) *Enforcement reports.* (1) Where underpayments total less than $500 and are nonwillful, and where restitution has been effected and future compliance assured, the Federal agency need not submit its investigative findings and recommendations, except where the Department of Labor has expressly requested that the investigation be made. In the latter case, the investigating agency shall submit a factual summary report including any data on the amount of restitution paid, the number of workers who received restitution, liquidated damages assessed, corrective measures taken (such as "letters of notice"), and any information that may be necessary to review any recommendations for an appropriate adjustment in liquidated damages under § 5.8.

[1] The Wage Appeals Board is established by Secretary of Labor's Order 53-65 published in the FEDERAL REGISTER on this date.

(2) Where underpayments total $500 or more, or are willful, the Federal agency shall furnish to the Department of Labor, as soon as practicable, a detailed enforcement report. The report should be prepared in accordance with the "Investigation and Enforcement Manual" published by the Department of Labor with respect to "Labor Standards Provisions Applicable to Contracts Covering Federally-Financed and Assisted Construction." In cases involving underpayments under the Davis-Bacon Act, the report should meet the reporting requirements contained in Comptroller General's Letter B-3368, dated March 19, 1957.

(b) *Semi-annual enforcement reports.* To assist the Secretary in fulfilling his responsibilities under Reorganization Plan No. 14 of 1950, Federal agencies shall furnish to the Secretary by July 31 and January 31 of each calendar year semi-annual reports on compliance with and enforcement of the labor standards provisions of the Davis-Bacon Act and its related acts covering the periods of January 1 through June 30 and July 1 through December 31, respectively. Such reports shall be prepared in the manner prescribed in circular memoranda of the Secretary.

(c) *Additional information.* Upon request, the Agency Head shall transmit to the Secretary of Labor such information available to the Agency with respect to contractors and subcontractors, their contracts, and the nature of the contract work as the Secretary may find necessary for the performance of his duties with respect to the labor standards provisions referred to in this part.

(b) *Contract termination.* Where the contract is terminated by reason of violations of the labor standards a report shall be submitted to the Secretary of Labor and the Comptroller General giving the name and address of the contractor or subcontractor whose right to proceed has been terminated, the name and address of the contractor or subcontractor, if any, who is to complete the work, the amount and number of his contract, and the description of the work he is to perform.

§ 5.8 Review of recommendations for an appropriate adjustment in liquidated damages under the Contract Work Hours Standards Act.

(a) *Findings and recommendations by the head of the Agency.* Whenever the head of an agency finds that a sum of liquidated damages administratively determined to be due under section 104(a) of the Contract Work Hours Standards Act

and to be in excess of $100, is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Contract Work Hours Standards Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, he may make recommendations to the Secretary that an appropriate adjustment in liquidated damages be made or that the contractor or subcontractor be relieved of liability for such liquidated damages. Such findings with respect to liquidated damages necessarily include findings with respect to any wage underpayments for which the liquidated damages are determined.

(b) The recommendations of the head of an agency submitted to the Department of Labor under paragraph (a) of this section shall be reviewed initially by the Deputy Administrator of the Wage and Hour and Public Contracts Divisions. Whenever the Deputy Administrator concurs in the findings and recommendations of the head of the agency, he shall issue an order to that effect, which shall be the final action of the Department of Labor with respect to the issues involved. Whenever the Deputy Administrator makes findings differing from those of the head of the agency, his decision shall be transmitted forthwith to the Administrator of the Wage and Hour and Public Contracts Divisions for review. The Administrator shall issue a decision and order. In its discretion, the Wage Appeals Board may review the decision and order of the Administrator.

(c) Whenever the head of an agency finds that a sum of liquidated damages administratively determined to be due under section 104(a) of the Contract Work Hours Standards Act and to be $100 or less is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Contract Work Hours Standards Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, he may make an appropriate adjustment in such liquidated damages or relieve the contractor or subcontractor of liability for such liquidated damages without submitting recommendations to this effect to the Secretary. This delegation of authority is made under section 105 of the Contract Work Hours Standards Act and has been found to be necessary and proper in the public interest to prevent undue hardship and to avoid serious impairment of the conduct of Government business.

§ 5.9 Suspension of funds.

In the event of failure or refusal of the contractor or any subcontractor to comply with labor standards stipulations required by the regulations contained in this part and the applicable statutes listed in § 5.1, the Federal agency shall take such action as may be necessary to cause the suspension of the payment, advance or guarantee of funds until such time as the violations are discontinued or until sufficient funds are withheld to compensate employees for the wages to which they are entitled and to cover any liquidated damages which may be due.

§ 5.10 Restitution, criminal action.

(a) The Agency Head may, in appropriate cases where violations of the labor standards clauses required by the regulations contained in this part and the applicable statutes listed in § 5.1 resulting in underpayment of wages to employees are found to be nonwillful, request that restitution be made to such employees or on their behalf to plans, funds or programs for any type of fringe benefit prescribed in the applicable wage determination.

(b) In cases where the Agency Head finds substantial evidence that such violations are willful and in violation of a criminal statute, the Agency Head shall forward the matter to the Attorney General of the United States for prosecution if the facts warrant. In all such cases the Secretary of Labor shall be informed of the action taken.

§ 5.11 Department of Labor investigations, hearings.

(a) The Secretary of Labor shall cause to be made such investigations as he deems necessary, in order to obtain compliance with the labor standards provisions of the applicable statutes listed in § 5.1, or to affirm or reject the recommendations by the head of an agency for an appropriate adjustment in liquidated damages assessed under the Contract Work Hours Standards Act. Federal agencies, contractors, subcontractors, sponsors, applicants or owners shall cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigation. Any authorized representative of the Department of Labor under this section is deemed a person designated to aid in the enforcement of the overtime standards required by the Contract Work Hours Standards Act within the meaning of section 104(a) of that Act. A report of the investigation of such representative shall be transmitted to proper officers of the United States, any

territory or possession, as the case may be, as required by the aforesaid section 104(a).

(b) In the event of disputes concerning the payment of prevailing wage rates or proper classifications which involve significant sums of money, large groups of employees, or novel or unusual situations, the Secretary of Labor may, upon request by a Federal agency, direct a hearing to be held. For the purpose of the hearing the Secretary of Labor shall, in writing, designate a hearing examiner who shall, after notice to all interested parties, make such investigation and conduct such hearings as may be necessary and render a decision embodying his findings and conclusions and if wages are found to be due, the amounts thereof. The hearing examiner's decision shall be sent to the interested parties and shall be final unless a petition for review of the decision by the Solicitor of Labor is filed by any such parties in quadruplicate with the Chief Hearing Examiner, United States Department of Labor, Washington, D.C., 20210, within 20 days after receipt thereof. The petition for review must set out specifically and particularly each objection asserted. The petition for review and the record which shall include the examiner's decision then shall be certified by the hearing examiner to the Solicitor of Labor. The petitioner may file a brief (original and four copies) in support of his petition within the 20-day period and any interested party upon whom the hearing examiner's decision has been served may within 10 days after the expiration of the time for filing the petition for review, file a brief in support of, or in opposition to the hearing examiner's decision. The Solicitor of Labor's decision shall be subject to such further review by the Wage Appeals Board as it may provide in its discretion.

§ 5.12 Rulings and interpretations.

All questions arising in any agency relating to the application and interpretation of the rules contained in this part and in Parts 1 and 3 of this subtitle, and of the labor standards provisions of any of the statutes listed in § 5.1 shall be referred to the Secretary for appropriate ruling or interpretation. The rulings and interpretations shall be authoritative and those under the Davis-Bacon Act may be relied upon as provided for in section 10 of the Portal-to-Portal Act of 1947 (29 U.S.C. 259). Requests for such rulings and interpretations should be addressed to the Secretary of Labor, United States Department of Labor, Washington, D.C., 20210.

§ 5.13 Variations, tolerances, and exemptions from Parts 1 and 3 of this subtitle and this part.

The Secretary may make variations, tolerances, and exemptions from the requirements of this part and those of Parts 1 and 3 of this subtitle whenever he finds that such action is necessary and proper in the public interest or to prevent injustice and undue hardship.

§ 5.14 Limitations, variations, tolerances, and exemptions under the Contract Work Hours Standards Act.

(a) *General.* Upon his own initiative or upon the request of any Federal agency, the Secretary of Labor may provide under section 105 of the Contract Work Hours Standards Act reasonable limitations and allow variations, tolerances, and exemptions to and from any or all provisions of that Act whenever he finds such action to be necessary and proper in the public interest to prevent injustice, or undue hardship, or to avoid serious impairment of the conduct of Government business. Any request for such action by the Secretary shall be submitted in writing, and shall set forth the reasons for which the request is made.

(b) *Exemptions.* Pursuant to section 105 of the Contract Work Hours Standards Act, the following classes of contracts are found exempt from all provisions of that Act in order to prevent injustice, undue hardship, or serious impairment of Government business:

(1) Agreements entered into by or on behalf of the Commodity Credit Corporation providing for the storing in or handling by commercial warehouses of wheat, corn, oats, barley, rye, grain sorghums, soybeans, flaxseed, rice, naval stores, tobacco, peanuts, dry beans, seeds, cotton, and wool.

(2) Sales of surplus power by the Tennessee Valley Authority to States, counties, municipalities, cooperative organization of citizens or farmers, corporations and other individuals pursuant to section 10 of the Tennessee Valley Authority Act of 1933 (16 U.S.C. 831i).

(3) Contracts of $2,000 or less.

(4) Purchases and contracts other than construction contracts in the aggregate amount of $2,500 or less. In arriving at the aggregate amount involved, there must be included all property and services which would properly be grouped together in a single transaction and which would be

included in a single advertisement for bids if the procurement were being effected by formal advertising.

(3) Contract work performed in a workplace within a foreign country or within territory under the jurisdiction of the United States other than the following: A State of the United States; the District of Columbia; Puerto Rico; the Virgin Islands; Outer Continental Shelf lands defined in the Outer Continental Shelf Lands Act (ch. 345, 67 Stat. 462); American Samoa; Guam; Wake Island; Eniwetok Atoll; Kwajalein Atoll; Johnston Island; and the Canal Zone.

(c) *Tolerances.* (1) The "basic rate of pay" under section 102 of the Contract Work Hours Standards Act may be computed as an hourly equivalent to the rate on which time-and-one-half overtime compensation may be computed and paid under section 7 of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 207), as interpreted in Part 778 of this title. This tolerance is found to be necessary and proper in the public interest in order to prevent undue hardship.

(2) Concerning the tolerance provided in subparagraph (1) of this paragraph, the provisions of section 7(e)(2) of the Fair Labor Standards Act and §778.216-778.224 of this title should be noted. Under these provisions, payments for occasional periods when no work is performed, due to vacations, and similar causes are excludable from the "regular rate" under the Fair Labor Standards Act. Such payments, therefore, are also excludable from the "basic rate" under the Contract Work Hours Standards Act.

(3) See § 5.8(c) providing a tolerance subdelegating authority to the heads of agencies to make appropriate adjustments in the assessment of liquidated damages totaling $100 or less under specified circumstances.

(4) (i) Time spent in an organized program of related, supplemental instruction by laborers or mechanics employed under bona fide apprenticeship programs may be excluded from working time if the criteria prescribed in subdivisions (ii) and (iii) of this subparagraph are met.

(ii) The apprentice comes within the definition contained in § 5.2(e).

(iii) The time in question does not involve productive work or performance of the apprentice's regular duties.

(d) *Variations.* (1) In order to prevent undue hardship, a workday consisting of a fixed and recurring 24-hour period commencing at the same time on each calendar day may be used in lieu of the calendar day in applying the daily overtime provisions of the Act to the employment of firefighters or fireguards, under the following conditions: (i) Where such employment is under a platoon system requiring such employees to remain at or within the confines of their post of duty in excess of 8 hours per day in a standby or on-call status; and (ii) if the use of such alternate 24-hour day has been agreed upon between the employer and such employees or their authorized representatives before performance of the work; and (iii) provided that, in determining the daily and the weekly overtime requirements of the Act in any particular workweek of any such employee whose established workweek begins at an hour of the calendar day different from the hour when such agreed 24-hour day commences, the hours worked in excess of 8 hours in any such 24-hour day shall be counted in the established workweek (of 168 hours commencing at the same time each week) in which such hours are actually worked.

Subpart B—Interpretation of the Fringe Benefits Provisions of the Davis-Bacon Act

§ 5.20 Scope and significance of this subpart.

The 1964 amendments (Pub. Law 88-349) to the Davis-Bacon Act require, among other things, that the prevailing wage determined for Federal and federally assisted construction include: (a) The basic hourly rate of pay; and (b) the amount contributed by the contractor or subcontractor for certain fringe benefits (or the cost to them of such benefits). The purpose of this subpart is to explain the provisions of these amendments. This subpart makes available in one place official interpretations of the fringe benefits provisions of the Davis-Bacon Act. These interpretations will guide the Department of Labor in carrying out its responsibilities under these provisions. These interpretations are intended also for the guidance of contractors, their associations, laborers and mechanics and their organizations, and local, State, and Federal agencies, who may be concerned with these provisions of the law. The interpretations contained in this subpart are authoritative and may be relied upon as provided for in section 10 of the Portal-to-Portal Act of 1947 (29 U.S.C. 259). The omission to discuss a particular problem in this subpart or in interpretations supple-

menting it should not be taken to indicate the adoption of any position by the Secretary of Labor with respect to such problem or to constitute an administrative interpretation, practice, or enforcement policy. Questions on matters not fully covered by this subpart may be referred to the Secretary for interpretation as provided in § 5.12.

§ 5.22 Effect of the Davis-Bacon fringe benefits provisions.

The Davis-Bacon Act and the prevailing wage provisions of the related statutes listed in § 1.1 of this subtitle confer upon the Secretary of Labor the authority to predetermine, as minimum wages, those wage rates found to be prevailing for corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the area in which the work is to be performed. See paragraphs (a) and (b) of § 1.2 of this subtitle. The fringe benefits amendments enlarge the scope of this authority by including certain bona fide fringe benefits within the meaning of the terms "wages," "scale of wages," "wage rates," "minimum wages," and "prevailing wages," as used in the Davis-Bacon Act.

§ 5.23 The statutory provisions.

The fringe benefits provisions of the 1964 amendments to the Davis-Bacon Act are, in part, as follows:

(b) As used in this Act the term "wages," "scale of wages," "wage rates," "minimum wages," and "prevailing wages" shall include—

(1) The basic hourly rate of pay; and

(2) The amount of—

(A) The rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected,

for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other Federal, State, or local law to provide any of such benefits * * *

§ 5.24 The basic hourly rate of pay.

"The basic hourly rate of pay" is that part of a laborer's or mechanic's wages which the Secretary of Labor would have found and included in wage determinations prior to the 1964 amendments. The Secretary of Labor is required to continue to make a separate finding of this portion of the wage. In general, this portion of the wage is the cash payment made directly to the laborer or mechanic. It does not include fringe benefits.

§ 5.25 Rate of contribution or cost for fringe benefits.

(a) Under the amendments, the Secretary is obligated to make a separate finding of the rate of contribution or cost of fringe benefits. Only the amount of contributions or costs for fringe benefits which meet the requirements of the Act will be considered by the Secretary. These requirements are discussed in this subpart.

(b) The rate of contribution or cost is ordinarily an hourly rate, and will be reflected in the wage determination as such. In some cases, however, the contribution or cost for certain fringe benefits may be expressed in a formula or method of payment other than an hourly rate. In such cases, the Secretary may in his discretion express in the wage determination the rate of contribution or cost used in the formula or method or may convert it to an hourly rate of pay whenever he finds that such action would facilitate the administration of the Act. See § 5.5(a)1 (i) and (iii).

§ 5.26 "* * * contribution irrevocably made * * * to a trustee or to a third person."

Under the fringe benefits provisions (Section 1(b)(2) of the Act) the amount of contributions for fringe benefits must be made to a trustee or to a third person irrevocably. The "third person" must be one who is not affiliated with the contractor or subcontractor. The trustee must assume the usual fiduciary responsibilities imposed upon trustees by applicable law. The trust or fund must be set up in such a way that in no event will the contractor or subcontractor be able to recap-

ture any of the contributions paid in or any way divert the funds to his own use or benefit. Although contributions made to a trustee or third person pursuant to a benefit plan must be irrevocably made, this does not prevent return to the contractor or subcontractor of sums which he had paid in excess of the contributions actually called for by the plan, as where such excess payments result from error or from the necessity of making payments to cover the estimated cost of contributions at a time when the exact amount of the necessary contributions under the plan is not yet ascertained. For example, a benefit plan may provide for definite insurance benefits for employees in the event of the happening of a specified contingency such as death, sickness, accident, etc., and may provide that the cost of such definite benefits, either in full or any balance in excess of specified employee contributions, will be borne by the contractor or subcontractor. In such a case the return by the insurance company to the contractor or subcontractor of sums paid by him in excess of the amount required to provide the benefits which, under the plan, are to be provided through contributions by the contractor or subcontractor, will not be deemed a recapture or diversion by the employer of contributions made pursuant to the plan. (See Report of the Senate Committee on Labor and Public Welfare, S. Rep. No. 963, 88th Cong., 2d Sess., p. 5.)

§ 5.27 "* * * fund, plan, or program."

The contributions for fringe benefits must be made pursuant to a fund, plan, or program (sec. 1(b)(2)(A) of the Act). The phrase "fund, plan, or program" is merely intended to recognize the various types of arrangements commonly used to provide fringe benefits through employer contributions. The phrase is identical with language contained in section 3(1) of the Welfare and Pension Plans Disclosure Act. In interpreting this phrase, the Secretary will be guided by the experience of the Department in administering the latter statute. (See Report of Senate Committee on Labor and Public Welfare, S. Rep. No. 963, 88th Cong., 2d Sess., p. 5.)

§ 5.28 Unfunded plans.

(a) The costs to a contractor or subcontractor which may be reasonably anticipated in providing benefits of the types described in the Act pursuant to an enforceable commitment to carry out a financially responsible plan or program, are considered fringe benefits within the meaning of the Act (see 1(b)(2)(B) of the Act). The legislative history suggests that these provisions were intended to permit the consideration of fringe benefits meeting, among others, these requirements and which are provided from the general assets of a contractor or subcontractor. (Report of the House Committee on Education and Labor, H. Rep. No. 306, 88th Cong., 1st Sess., p. 4.)

(b) No type of fringe benefit is eligible for consideration as a so-called unfunded plan unless:

(1) It could be reasonably anticipated to provide benefits described in the Act;

(2) It represents a commitment that can be legally enforced;

(3) It is carried out under a financially responsible plan or program; and

(4) The plan or program providing the benefits has been communicated in writing to the laborers and mechanics affected. (See S. Rep. No. 963, p. 6.)

(c) It is in this manner that the Act provides for the consideration of unfunded plans or programs in finding prevailing wages and in ascertaining compliance with the Act. At the same time, however, there is protection against the use of this provision as a means of avoiding the Act's requirements. The words "reasonably anticipated" are intended to require that any unfunded plan or program be able to withstand a test which can perhaps be best described as one of actuarial soundness. Moreover, as in the case of other fringe benefits payable under the Act, an unfunded plan or program must be "bona fide" and not a mere simulation or sham for avoiding compliance with the Act. (See S. Rep. No. 963, p. 6.) The legislative history suggests that in order to insure against the possibility that these provisions might be used to avoid compliance with the Act, the committee contemplates that the Secretary of Labor in carrying out his responsibilities under Reorganization Plan No. 14 of 1950, may direct a contractor or subcontractor to set aside in an account assets which, under sound actuarial principles, will be sufficient to meet the future obligation under the plan. The preservation of this account for the purpose intended would, of course, also be essential. (S. Rep. No. 963, p. 6.) This is implemented by the contractual provisions required by § 5.5(a)(1)(iv).

§ 5.29 Specific fringe benefits.

(a) The Act lists all types of fringe benefits which the Congress considered to be common in the construction industry as a whole. These include the following: medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, vacation and holiday pay, defrayment of costs of apprenticeship or other similar programs, or other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other Federal, State, or local law to provide any of such benefits.

(b) The legislative history indicates that it was not the intent of the Congress to impose specific standards relating to administration of fringe benefits. It was assumed that the majority of fringe benefits arrangements of this nature will be those which are administered in accordance with requirements of section 302(c)(5) of the National Labor Relations Act, as amended (S. Rep. No. 963, p. 5).

(c) The term "other bona fide fringe benefits" is the so-called "open end" provision. This was included so that new fringe benefits may be recognized by the Secretary as they become prevailing. It was pointed out that a particular fringe benefit need not be recognized beyond a particular area in order for the Secretary to find that it is prevailing in that area (S. Rep. No. 963, p. 6).

(d) The legislative reports indicate that, to insure against considering and giving credit to any and all fringe benefits, some of which might be illusory or not genuine, the qualification was included that such fringe benefits must be "bona fide" (H. Rep. No. 308, p. 4; S. Rep. No. 963, p. 6). No difficulty is anticipated in determining whether a particular fringe benefit is "bona fide" in the ordinary case where the benefits are those common in the construction industry and which are established under a usual fund, plan, or program. This would be typically the case of those fringe benefits listed in paragraph (a) of this section which are funded under a trust or insurance program. Contractors may take credit for contributions made under such conventional plans without requesting the approval of the Secretary of Labor under § 5.5(a)(1)(iv).

(e) Where the plan is not of the conventional type described in the preceding paragraph, it will be necessary for the Secretary to examine the facts and circumstances to determine whether they are "bona fide" in accordance with requirements of the Act. This is particularly true with respect to unfunded plans. Contractors or subcontractors seeking credit under the Act for costs incurred for such plans must request specific permission from the Secretary under § 5.5(a)(1)(iv).

(f) The Act excludes fringe benefits which a contractor or subcontractor is obligated to provide under other Federal, State, or local law. No credit may be taken under the Act for the payments made for such benefits. For example, payment for workmen's compensation insurance under either a compulsory or elective State statute are not considered payments for fringe benefits under the Act. While each situation must be separately considered on its own merits, payments made for travel, subsistence or to industry promotion funds are not normally payments for fringe benefits under the Act. The omission in the Act of any express reference to these payments, which are common in the construction industry, suggests that these payments should not normally be regarded as bona fide fringe benefits under the Act.

§ 5.30 Types of wage determinations.

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

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

(c) Illustrations:

Classes	Basic hourly rates	Fringe benefits payments				
		Health and welfare	Pensions	Vacations	Apprenticeship program	Others
Laborers	$3.25					
Carpenters	4.00	$0.15				
Painters	3.90	.15	$0.10	$0.20		
Electricians	4.25	.10	.15			
Plumbers	4.05	.15	.20		$0.05	
Ironworkers	4.00			.10		

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

§ 5.31 Meeting wage determination obligations.

(a) A contractor or subcontractor performing work subject to a Davis-Bacon wage determination may discharge his minimum wage obligations for the payment of both straight time wages and fringe benefits by paying in cash, making payments or incurring costs for "bona fide" fringe benefits of the types listed in the applicable wage determination or otherwise found prevailing by the Secretary of Labor, or by a combination thereof.

(b) A contractor or subcontractor may discharge his obligations for the payment of the basic hourly rates and the fringe benefits where both are contained in a wage determination applicable to his laborers or mechanics in the following ways:

(1) By paying not less than the basic hourly rate to the laborers or mechanics and by making the contributions for the fringe benefits in the wage determinations, as specified therein. For example, in the illustration contained in paragraph (c) of § 5.30, the obligations for "painters" will be met by the payment of a straight time hourly rate of not less than $3.90 and by contributing not less than at the rate of 15 cents an hour for health and welfare benefits, 10 cents an hour for pensions, and 20 cents an hour for vacations; or

(2) By paying not less than the basic hourly rate to the laborers or mechanics and by making contributions for "bona fide" fringe benefits in a total amount not less than the total of the fringe benefits required by the wage determination. For example, the obligations for "painters" in the illustration in paragraph (c) of § 5.30 will be met by the payment of a straight time hourly rate of not less than $3.90 and by contributions of not less than a total of 45 cents an hour for "bona fide" fringe benefits; or

(3) By paying in cash directly to laborers or mechanics for the basic hourly rate and by making an additional cash payment in lieu of the required benefits. For example, where an employer does not make payments or incur costs for fringe benefits, he would meet his obligations for "painters" in the illustration in paragraph (c) of § 5.30, by paying directly to the painters a straight time hourly rate of not less than $4.35 ($3.90 basic hourly rate plus 45 cents for fringe benefits); or

(4) As stated in paragraph (a) of this section, the contractor or subcontractor may discharge his minimum wage obligations for the payment of straight time wages and fringe benefits by a combination of the methods illustrated in subparagraphs (1) thru (3) of this paragraph. Thus, for example, his obligations for "painters" may be met by an hourly rate, partly in cash and partly in payments or costs for fringe benefits which total not less than $4.35 ($3.90 basic hourly rate plus 45 cents for fringe benefits). The payments in such case may be $4.10 in cash and 25 cents in payments or costs in fringe benefits. Or, they may be $3.75 in cash and 60 cents in payments or costs for fringe benefits.

(R.S. 161, 5 U.S.C. 22; sec. 2, 46 Stat. 948, 40 U.S.C. 276c; sec. 10, 61 Stat. 88, 29 U.S.C. 258; 64 Stat. 1267, 5 U.S.C. 133z-15.)

§ 5.32 Overtime payments.

(a) The Act excludes amounts paid by a contractor or subcontractor for fringe benefits in the computation of overtime under the Fair Labor Standards Act, the Contract Work Hours Standards Act, and the Walsh-Healey Public Contracts Act whenever the overtime provisions of any of these statutes apply concurrently with the Davis-Bacon Act or its related prevailing wage statutes. It is clear from the legislative history that in no event can the regular or basic rate upon which pre-

mium pay for overtime is calculated under the aforementioned Federal statutes be less than the amount determined by the Secretary of Labor as the basic hourly rate (i.e. cash rate) under section 1(b)(1) of the Davis-Bacon Act. (See S. Rep. No. 963, p. 7.) Contributions by employees are not excluded from the regular or basic rate upon which overtime is computed under these statutes; that is, an employee's regular or basic straight-time rate is computed on his earnings before any deductions are made for the employee's contributions to fringe benefits. The contractor's contributions or costs for fringe benefits may be excluded in computing such rate so long as the exclusions do not reduce the regular or basic rate below the basic hourly rate contained in the wage determination.

(b) The legislative report notes that the phrase "contributions irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program" was added to the bill in Committee. This language in essence conforms to the overtime provisions of section 7(e)(4) of the Fair Labor Standards Act, as amended. The intent of the committee was to prevent any avoidance of overtime requirements under existing law. See H. Rep. No. 308, p. 5.

(c)(1) The act permits a contractor or subcontractor to pay a cash equivalent of any fringe benefits found prevailing by the Secretary of Labor. Such a cash equivalent would also be excludable in computing the regular or basic rate under the Federal overtime laws mentioned in paragraph (a). For example, the W construction contractor pays his laborers or mechanics $3.50 in cash under a wage determination of the Secretary of Labor which requires a basic hourly rate of $3 and a fringe benefit contribution of 50 cents. The contractor pays the 50 cents in cash because he made no payments and incurred no costs for fringe benefits. Overtime compensation in this case would be computed on a regular or basic rate of $3 an hour. However, in some cases a question of fact may be presented in ascertaining whether or not a cash payment made to laborers or mechanics is actually in lieu of a fringe benefit or is simply part of their straight time cash wage. In the latter situation, the cash payment is not excludable in computing overtime compensation. Consider the examples set forth in subparagraphs (2) and (3) of this paragraph.

(2) The X construction contractor has for some time been paying $3.25 an hour to a mechanic as his basic cash wage plus 50 cents an hour as a contribution to a welfare and pension plan. The Secretary of Labor determines that a basic hourly rate of $3 an hour and a fringe benefit contribution of 50 cents are prevailing. The basic hourly rate or regular rate for overtime purposes would be $3.25, the rate actually paid as a basic cash wage for the employee of X, rather than the $3 rate determined as prevailing by the Secretary of Labor.

(3) Under the same prevailing wage determination, discussed in subparagraph 2 of this paragraph, the Y construction contractor who has been paying $3 an hour as his basic cash wage on which he has been computing overtime compensation reduces the cash wage to $2.75 an hour but computes his costs of benefits under section 1(b)(2)(B) as $1 an hour. In this example the regular or basic hourly rate would continue to be $3 an hour. See S. Rep. No. 963, p. 7.

NOTE: In addition to the Acts listed in Section 5.1, the following Acts have been recently enacted to which state Registrations may be applicable:

1. Housing and Urban Development Act of 1965 (P.L. 89-117).
2. National Foundation on the Arts and the Humanities Act of 1965 (79 Stat. 845).
3. Public Works and Economic Development Act of 1965 (79 Stat. 552, P.L. 89-136).
4. High Speed Ground Transportation Study (P.L. 89-220).
5. Water Quality Act of 1965 (79 Stat. 903).
6. Heart Disease, Cancer and Stroke Amendments of 1965 (79 Stat. 926, P.L. 89-239).
7. Mental Retardation Facilities and Community Mental Health Centers Construction Act Amendments of 1965 (P.L. 89-105).
8. Vocational Rehabilitation Act Amendments of 1965 (79 Stat. 1282).
9. Clean Air and Solid Waste Disposal Acts (79 Stat. 997).
10. Medical Library Assistance Act of 1965 (79 Stat. 1095).
11. Veterans Nursing Home Care Act (78 Stat. 500).
12. National Capital Transportation Act of 1965 (79 Stat. 663).
13. Alaska Centennial—1967 (80 Stat. 82).
14. Model Secondary School for the Deaf Act (80 Stat. 1028).
15. Allied Health Professions Personnel Training Act of 1966 (80 Stat. 1234).

16. Demonstration Cities and Metropolitan Development Act of 1966 (80 Stat. 1255).
17. Federal-Aid Highway Act of 1966 (80 Stat. 766).
18. Air Quality Act of 1967 (81 Stat. 485, P.L. 90-148).
19. Elementary and Secondary Education Amendments of 1967 (Title VII—Bilingual Education Act) (81 Stat. 783, P.L. 90-247).
20. Vocational Rehabilitation Amendments of 1967 (81 Stat. 250, P.L. 90-99).
21. National Visitor Center Facilities Act of 1968 (82 Stat. 43, P.L. 90-264).
22. Juvenile Delinquency Prevention and Control Act of 1968 (82 Stat. 462, P.L. 90-445).
23. Federal-Aid Highway Act of 1968 (P.L. 90-495).
24. Housing and Urban Development Act of 1968 (P.L. 90-448).
25. Health Manpower Act of 1968 (P.L. 90-490).
26. Vocational Rehabilitation Amendments of 1968 (82 Stat. 297, P.L. 90-391).
27. Public Health Service Act Amendment (Alcoholic and Narcotic Addict Rehabilitation Amendments of 1968) (P.L. 90-574, 42 U.S.C. 2681, et. seq.).
28. Vocational Education Amendments of 1968 (P.L. 90-576).

Title 24—Housing and Urban Development

SUBTITLE A—OFFICE OF THE SECRETARY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. N-75-394]

PART 82—REAL ESTATE SETTLEMENT PROCEDURES

Interpretation Requiring Certain Disclosures by Seller; RESPA Legal Opinion No. 1

●SUBJECT: Disclosure by seller required by RESPA Section 7 with respect to sale of properties acquired by seller pursuant to foreclosure or deed in lieu of foreclosure or acquired by seller pursuant to mortgage insurance or guaranty.●

This RESPA Legal Opinion No. 1 is an interpretation under Section 18(b) of the Real Estate Settlement Procedures Act of 1974 (RESPA) and under Section 82.3 (b)(3) of Regulation X, 24 C.F.R., Part 82. This RESPA Legal Opinion No. 1 is issued after consultation with the Department of Justice, the Administration of Veterans' Affairs, the Federal Deposit Insurance Corporation, the Federal Home Loan Bank Board, and other interested agencies. The basis for the issuance of this RESPA Legal Opinion No. 1 is the authority of the General Counsel to provide legal guidance with respect to disposition of HUD-acquired properties.

Appendix A to part 82 is added to read as set forth below.

APPENDIX A

Section 7(a) of RESPA provides as follows:

Sec. 7(a) No lender shall make any commitment for a federally related mortgage loan on a residence on which construction has been completed more than twelve months prior to the date of such commitment unless it has confirmed that the following information has been disclosed in writing by the seller or his agent to the buyer—

(1) The name and address of the present owner of the property being sold;

(2) The date the property was acquired by the present owner (the year only if the property was acquired more than two years previously); and

(3) If the seller has now owned the property for at least two years prior to the date of the loan application and has not used the property as a place of residence, the date and purchase price of the last arm's length transfer of the property, a list of any subsequent improvements made to the property (excluding maintenance repairs) and the cost of such improvements.

1. *Property acquired by foreclosure.*

In the case of a sale of a property by a seller which acquired the property by purchase at a judicial or nonjudicial foreclosure, the disclosure requirements of Section 7(a)(3) regarding "date and purchase price of the last arm's length transfer" will be satisfied where disclosure is made as follows: The seller may treat such foreclosure sale as "the last arm's length transfer of the property" under Section 7(a)(3) and disclose the foreclosure sale price at which the seller acquired the property pursuant to the foreclosure sale and the fact that the property was acquired at a foreclosure sale.

2. *Property acquired by deed in lieu of foreclosure.*

Where the seller acquired the property pursuant to a deed in lieu of foreclosure, the disclosure requirements of Section 7(a)(3) regarding "date and purchase price of the last arm's length transfer" will be satisfied where disclosure is made as follows: The seller may treat the transfer by deed in lieu of foreclosure as "the last arm's length transfer of the property" under Section 7(a)(3) and disclose the amount of the debt cancelled in consideration of the deed in lieu of foreclosure plus any additional amount of compensation to obtain such deed in lieu of foreclosure, together with a statement that seller acquired the property pursuant to a deed in lieu of foreclosure.

3. *Property acquired pursuant to mortgage insurance or guaranty.*

Where the seller acquired the property pursuant to mortgage insurance or guaranty issued by the seller, the disclosure requirements of Section 7(a)(3) regarding "date and purchase price of the last arm's length transfer" will be satisfied where disclosure is made as follows: The seller may treat acquisition of the property pursuant to such mortgage insurance or guaranty as "the last arm's length transfer of the property" under Section 7(a)(3), and disclose (i) the full amount paid by the seller pursuant to such mortgage insurance or guaranty to acquire the property, or the approximate unpaid principal balance of the insured or guaranteed mortgage at or about the time of foreclosure or deed in lieu of foreclosure and (ii) a statement that the property was acquired pursuant to mortgage insurance or guaranty issued by the seller.

Under the situation described in paragraphs 1, 2 and 3 above, the seller must also disclose a list of improvements made to the property subsequent to the "last arm's length transfer" and the cost of such improvements. The seller may in addition disclose any other information regarding previous transfers on or transactions involving the property. The disclosures described above comply with Section 7(a)(3); no opinion is expressed as to whether any other alternative types of disclosure comply with Section 7(a)(3).

ROBERT R. ELLIOTT,
General Counsel.

JULY 11, 1975.

[FR Doc.75-18862 Filed 7-18-75;8:45 am]

Title 29—Labor

SUBTITLE A—OFFICE OF THE SECRETARY OF LABOR

PART 5—LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)

PART 5a—LABOR STANDARDS FOR RATIOS OF APPRENTICES AND TRAINEES TO JOURNEYMEN ON FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION

Trainees and Apprentices

On July 8, 1974, the Department of Labor published in the FEDERAL REGISTER (39 FR 24924) a notice of a proposal to revise its policy with respect to the employment and training of apprentices and trainees on Federal and federally assisted construction projects in excess of $10,000. To accomplish this purpose, the Department proposed to revoke Part 5a of Subtitle A of Title 29 of the Code of Federal Regulations, and to amend Part 5 of the subtitle by substituting therefor a new § 5.15. The principal effect of the proposal was to eliminate the mandatory use of apprentices and trainees, but to permit their use where the plan is approved by the Assistant Secretary for Employment Standards in consultation with the Assistant Secretary for Manpower. Conforming and procedural changes were proposed in other sections of Part 5.

Because of the number of requests for increased time for analysis and an apparently large degree of misunderstanding of the proposal, a clarifying notice granting an extension of time to file comments until October 15, 1974, was published in the FEDERAL REGISTER on September 12, 1974 (39 FR 32920).

All comments received within the allotted time period have now been carefully analyzed and staffs of interested offices within the Department have had in-depth discussions to insure the full review of all aspects of the matter before the issuance of a final document.

Based on its best judgment of the full record and its desire to provide meaningful training opportunities consistent with the rights of all construction workers, the Department has decided to revoke Part 5a, as proposed. As a result of comments received, it appears that proposed § 5.15 was unclear and may be difficult to enforce. Its substantive requirement that a training program must receive prior approval has been incorporated in the definition of "trainee" in § 5.2(c)(3), and in § 5.5(a)(4)(ii), a contract clause which must be inserted in every covered contract. Comments have also suggested that approvals of the programs should be granted by one agency, and that the Bureau of Apprenticeship and Training (hereinafter BAT) of the Manpower Administration is the agency with the expertise to evaluate training programs. Accordingly, the regulations provide that approval of the program by BAT, evidenced by certification, and the individual registration of trainees must be obtained prior to their employment at less than the predetermined wage rate for the work performed. Additional amendments to §§ 5.5 and 5.6 make it clear that no more than the allowable ratio of trainees to journeymen is permitted and that proper wage rates must be paid, require a payroll notation, and provide access to the contracting officer or representative of the Wage-Hour Division of evidence regarding compliance, in order to assure compliance and assist in enforcement. The requirement previously set forth in Part 5a that apprentices, trainees, and journeymen shall be utilized in conformity with equal employment opportunity requirements has been transferred to the contract clauses in § 5.5(a)(4)(iii), in substitution for the paragraph concerning application of Part 5a.

In order to prevent the disruption of existing training programs previously ap-

proved or recognized by the Department, a new § 5.15 has been added in substitution for the original proposed § 5.15 discussed above. With respect to such programs, a contractor will not be required to obtain approval of the program a second time, but shall be required to submit a copy of the program to BAT for certification of its prior approval or recognition, and to comply with the remaining requirements of § 5.5(a)(4)(ii). Moreover, if changes are made in the program, the revised program must be submitted to BAT for approval.

A new § 5.16 has been added to provide safeguards under circumstances where standards of a program approved pursuant to this part, or approved or recognized under previous policies pursuant to § 5.15, have not been complied with or where the program fails to provide adequate training.

A new § 5.17 has been added to provide an appeal to the Assistant Secretary for Manpower where a program has been disapproved or where approval has been withdrawn by the Bureau of Apprenticeship and Training.

In addition, changes have been made to correct references to obsolete sections in §§ 5.1(b) and 5.2(d), in §§ 5.6 and 5.11 (b) to reflect existing delegations of authority, and in § 5.11(b) to make it clear that the Secretary of Labor may order hearings on his own motion.

The amendments to Part 5 and the revocation of Part 5a become effective August 20, 1975.

With respect to contracts entered into before August 20, 1975, the contracting agencies may allow contractors to eliminate the contract clauses set forth in existing § 5a.3 of Part 5a from their contracts, provided the amendments to the contract clauses in § 5.5 of Part 5, set forth herein, are incorporated in the contracts. These changes in the contracts may be made at any time on or after July 21, 1975.

A. Part 5 is amended as follows:

1. The table of sections is amended to add new §§ 5.15, 5.16, and 5.17 to Subpart A as follows:

Subpart A—General

5.15 Training plans approved or recognized by the Department of Labor prior to August 20, 1975.
5.16 Withdrawal of approval of a training program.
5.17 Appeal from Bureau of Apprenticeship and Training's decisions.

§ 5.1 [Amended]

2. Paragraph (b) of § 5.1 is amended by deleting the words "Sections 5.3 and 5.4" and substituting the words "Section 1.5 and 1.7 of this subtitle" therefor.

3. In § 5.2 paragraph (d) is amended by deleting "5.4" at the end of the paragraph and substituting "1.7 of this title" and paragraph (c) is revised to read as follows:

§ 5.2 Definitions.

* * * * *

(c) The terms apprentice and trainee are defined as follows:

(1) "Apprentice" means (i) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or (ii) a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice;

(2) "Trainee" means a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training as meeting its standards for on-the-job training programs and which has been so certified by that Bureau.

* * * * *

4. In § 5.5, paragraph (a)(3)(ii) is amended by adding the following sentence at the end of the paragraph: "Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the contracting agencies that their employment is pursuant to an approved program and shall identify the program.", and paragraph (a)(4) is revised to read as follows:

§ 5.5 Contract provisions and related matters.

(a) * * *

(4) *Apprentices and trainees*—(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (ii) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(ii) *Trainees.* Except as provided in 29 CFR 5.15 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, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training 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.

(iii) *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.

5. Section 5.6 is amended to read as follows:

§ 5.6 Enforcement.

(a) * * *

(2) The Federal agency shall make such examination of the submitted payrolls and statements as may be necessary to assure compliance with the labor standards clauses required by the regulations contained in this part and the applicable statutes listed in § 5.1. In connection with such examination particular attention should be given to the correctness of classifications and disproportionate employment of laborers, helpers,

apprentices or trainees. Such payrolls and statements shall be preserved by the agency for a period of 3 years from the date of completion of the contract and shall be produced at the request of the Secretary of Labor at any time during the 3-year period.

(3) In addition to the examination of payrolls and statements required by paragraph (a)(2) of this section, the Federal agency shall cause investigations to be made as may be necessary to assure compliance with the labor standards clauses required by the regulations contained in this part and the applicable statutes listed in § 5.1. Projects where the contract is of short duration (6 months or less) shall be investigated before the work is accepted, if feasible. In the case of contracts which extend over a long period of time the investigation shall be made with such frequency as may be necessary to assure compliance. Such investigations shall include interviews with employees and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans to determine the correctness of classifications and disproportionate employment of laborers, helpers, apprentices or trainees. Complaints of alleged violations shall be given priority. It is the policy of the Department of Labor to protect the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of an employee who makes a confidential written or oral statement as a complaint or in the course of an investigation, as well as portions of the statement which would reveal his identity, will not be disclosed without the prior consent of the employee. Disclosure of employee statements shall be governed by the provisions of the "Freedom of Information Act" (5 U.S.C. 552, see 29 CFR Part 70) and the "Privacy Act of 1974" (5 U.S.C. 552a).

(b) (1) Whenever any contractor or subcontractor is found by the Secretary of Labor or the Agency Head with the concurrence of the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of any of the applicable statutes listed in § 5.1, other than the Davis-Bacon Act, such contractor or subcontractor or any firm, corporation, partnership, or association in which such contractor or subcontractor has a substantial interest shall be ineligible for a period not to exceed 3 years (from the date of publication by the Comptroller General of the name or names of said contractor or subcontractor on the ineligible list as provided below) to receive any contracts subject to any of the statutes listed in § 5.1. *Provided, however*, That the Administrator of the Wage and Hour Division shall direct the removal from the debarred bidders list of any contractor or subcontractor whom he has found to have demonstrated a current responsibility to comply with the labor standards provisions applicable to Federal contracts and federally assisted construction work subject to any of the applicable statutes listed in § 5.1. In cases arising under contracts covered by the Davis-Bacon Act, the ineligibility provision prescribed in that act shall govern.

(2) The Agency Head shall furnish to the Secretary of Labor for transmittal to the Comptroller General the names of the persons or firms who have been found to have disregarded their obligations to employees. The Comptroller General will distribute a list to all Departments of the Government giving the names of such ineligible persons or firms.

(c) (1) Whenever as a result of an investigation conducted by the Agency or the Department of Labor, the Deputy Administrator of the Wage and Hour Division, Department of Labor, finds reasonable cause to believe that a contractor or subcontractor has committed willful or aggravated violations of the labor standards provisions of any of the statutes listed in § 5.1 (other than the Davis-Bacon Act), or has committed violations of the Davis-Bacon Act which constitute a disregard of its obligations to employees or subcontractors under section 3(a) thereof, he shall promptly notify by registered or certified mail the contractor or subcontractor and its responsible officers, if any (and any firms in which the contractor or subcontractor are known to have a substantial interest), of the finding and afford such contractor or subcontractor and any other parties notified an opportunity to present such reasons or considerations as they have to offer relating to why debarment action should not be taken under paragraph (b) of this section or section 3(a) of the Davis-Bacon Act. The Deputy Administrator shall furnish to those notified a summary of the investigative findings, and shall make available to them any information disclosed by the investigation which is not privileged or found confidential for good cause. If this opportunity is requested, an informal proceeding shall be held before an administrative law judge, an Assistant Regional Director for Employment Standards, or any other departmental officer of appropriate ability. At the conclusion of the informal proceeding, the presiding officer shall issue his decision which shall be served by registered or certified mail upon the interested parties.

(2) Within 30 days after service of the decision, any interested party may file objections to the decision with the Administrator, Wage and Hour Division, United States Department of Labor, Washington, D.C. 20210. Such objections shall be specific, and shall be accompanied by reasons or bases therefor. In his discretion, the Administrator may permit oral argument. If no objections are filed, the decision of the presiding officer shall be final, except in cases under section 3 of the Davis-Bacon Act as to any action to be taken by the Comptroller General under that section.

(3) The decision of the Administrator shall show a ruling upon each objection presented, and shall include a statement of (i) the findings and conclusions, as well as the reasons or bases therefor, upon all material issues of fact, law, or discretion presented on the record, and (ii) an appropriate order or recommendation. The decision of the Administrator shall be final, except in cases accepted for review, upon petition, by the Wage Appeals Board and in cases under section 3 of the Davis-Bacon Act as to any action to be taken by the Comptroller General under that section.

(d) Any person or firm debarred under § 5.6(b) may in writing request removal from the debarment list. The procedure for removal shall be substantially similar to the debarment procedure set forth in paragraph (c) of this section. That is, the person or firm shall have an opportunity to demonstrate in an informal proceeding a current responsibility to comply with the labor standards provisions applicable to Federal contracts and to federally assisted construction work and to file objections to the presiding officer's decision for consideration by the Administrator.

6. Section 5.11(b) is revised to read as follows:

§ 5.11 Department of Labor investigations, hearings.

* * * * *

(b) In the event of disputes concerning the payment of prevailing wage rates or proper classifications which involve significant sums of money, large groups of employees, or novel or unusual situations, the Secretary of Labor may, upon request by a Federal agency or on his own motion, direct a hearing to be held. For the purpose of the hearing the Chief Administrative Law Judge shall, in writing, designate an administrative law judge who shall, after notice to all interested parties, make such investigation and conduct such hearings as may be necessary and render a decision embodying his findings and conclusions and if wages are found to be due, the amounts thereof. The administrative law judge's decision shall be sent to the interested parties and shall be final unless a petition for review of the decision by the Administrator of the Wage and Hour Division is filed by any such parties in quadruplicate with the Chief Administrative Law Judge, United States Department of Labor, Washington, D.C. 20036, within 20 days after receipt thereof. The petition for review must set out separately and particularly each objection asserted. The petition for review and the record which shall include the administrative law judge's decision then shall be certified by the administrative law judge to the Administrator. The petitioner may file a brief (original and four copies) in support of his petition within the 20-day period and any interested party upon whom the administrative law judge's decision has been served may within 10 days after the expiration of the time for filing the petition for review, file a brief in support of, or in opposition to the administrative law judge's decision. The Administrator's decision shall be subject to such further review by the Wage Appeals Board, as it may provide in its discretion.

7. A new § 5.15 is added as follows:

§ 5.15 Training plans approved or recognized by the Department of Labor prior to August 20, 1975.

(a) Notwithstanding the provisions of § 5.5(a)(4)(ii) relating to the utilization of trainees on Federal and federally assisted construction, no contractor shall be required to obtain approval of a training program which, prior to August 20, 1975, was approved by the Department of Labor for purposes of the Davis-Bacon and Related Acts, was established by agreement of organized labor and management and therefore recognized by the Department, and/or was recognized by the Department under Executive Order 11246, as amended. A copy of the program and evidence of its prior approval, if applicable, shall be submitted to the Bureau of Apprenticeship and Training, which shall certify such prior approval or recognition of the program. In every other respect, the provisions of § 5.5(a)(4)(ii)—including those relating to registration of trainees, permissible ratios, and wage rates to be paid—shall apply to these programs.

(b) Every trainee employed on a contract executed on and after August 20, 1975, in one of the above training programs must be individually registered in the program in accordance with BAT procedures, and must be paid at the rate specified in the program for his level of progress. Any such employee listed on the payroll at a trainee rate who is not registered and participating in a program certified by BAT pursuant to this section, or approved and certified by BAT pursuant to § 5.5(a)(4)(ii), must be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The ratio of trainees to journeymen shall not be greater than permitted by the terms of the program.

(c) In the event a program which was recognized or approved prior to August 20, 1975, is modified, revised, extended, or renewed, the changes in the program or its renewal must be approved by the Bureau of Apprenticeship and Training before they may be placed into effect.

6. A new § 5.16 is added as follows:

§ 5.16 Withdrawal of approval of a training program.

If at any time the Bureau of Apprenticeship and Training determines, after opportunity for a hearing, that the standards of any program, whether it is one recognized or approved prior to August 20, 1975, or a program subsequently approved, have not been complied with, or that such a program fails to provide adequate training for participants, a contractor will no longer be permitted to utilize trainees at less than the predetermined rate for the classification of work actually performed until an acceptable program is approved. If the contractor brings an appeal pursuant to § 5.17 within 30 days of his receipt of a certified letter withdrawing the Bureau of Apprenticeship and Training's approval, the effect of the withdrawal of approval of the program will be delayed until a decision is rendered on the appeal.

9. A new § 5.17 is added as follows:

§ 5.17 Appeal from Bureau of Apprenticeship and Training's decisions.

(a) Appeal from a withdrawal of approval of a training program by the Bureau of Apprenticeship and Training pursuant to § 5.16 may be made to the Assistant Secretary for Manpower, U.S. Department of Labor, Washington, D.C. 20210. Appeals brought more than 30 days after the contractor's receipt of notice of withdrawal of approval of a program will be processed, but the effects of withdrawal of approval of the program will not be delayed during consideration of such an appeal.

(b) Appeal from disapproval of new training programs whose approval is requested pursuant to these regulations may be made to the Assistant Secretary for Manpower, U.S. Department of Labor, Washington, D.C. 20210.

(c) The Assistant Secretary for Manpower (or his designee) shall examine the complete record on the basis of which the denial was issued, including the application for the program, supporting data, Bureau of Apprenticeship and Training decision, and any written argument which the applicant may submit, and any reply thereto by the Bureau of Apprenticeship and Training. Copies of any such reply shall be served on the applicant. The Assistant Secretary, or his designee, shall approve or disapprove the decision of the Bureau or shall advise what modifications are necessary for approval of the program. This decision by the Assistant Secretary or his designee shall be final.

B. Part 5a is revoked.

Signed at Washington, D.C., this 15th day of July, 1975.

JOHN T. DUNLOP,
Secretary of Labor.

[FR Doc.75-18819 Filed 7-18-75;8:45 am]

Title 41—Public Contracts and Property Management

CHAPTER 114—DEPARTMENT OF THE INTERIOR

PART 114-38—MOTOR EQUIPMENT MANAGEMENT

Exemptions from Use of Government Tags and Other Identification

Pursuant to the authority of the Secretary of the Interior contained in 5 U.S.C. 301 and section 205(c), 63 Stat. 390; 40 U.S.C. 486(c), § 114-38.607 of Chapter 114, Title 41 of the Code of Federal Regulations, is amended as set forth below.

This amendment relates only to matters of internal Department practice. It is, therefore, determined that the public rulemaking procedure is unnecessary and this amendment shall become effective on July 21, 1975.

RICHARD R. HITE,
Deputy Assistant Secretary of the Interior.

JULY 11, 1975.

Section 114-38.607 is amended to read as follows:

§ 114-38.607 Report of exempted motor vehicles.

Periodic reports are not required. However, the head of each bureau and office is responsible for establishing procedures to ensure that current records are maintained for all vehicles exempted from the requirement for display of official identification. Upon request, each bureau and office will submit a report showing the total number of vehicles exempted pursuant to FPMR 101-38.605 and 101-38.606.

[FR Doc.75-18809 Filed 7-18-75;8:45 am]

PART 114.52—ESTABLISHMENT OF QUARTERS RENTAL RATES

Regulatory Authority

Pursuant to section (6) of the Federal Employees Quarters and Facilities Act of August 20, 1964 (78 Stat. 557; 5 U.S.C. 3121) and the authority of the Secretary of the Interior contained in 5 U.S.C. 301, the Department is amending Chapter 114, Title 41 of the Code of Federal Regulations to incorporate the revisions contained in OMB Circular No. A-45 (Revised), Transmittal Memorandum No. 2, for effecting periodic adjustments in the quarters rental rates and charges for related facilities.

Since the regulations and procedures prescribed in this notice involve matters relating solely to internal agency management (5 U.S.C. 553(a)(2)) the amendatory regulations will be effective July 21, 1975.

Accordingly, Chapter 114 is amended as hereinafter provided.

RICHARD R. HITE,
Deputy Assistant Secretary of the Interior.

JULY 11, 1975.

1. Section 114-52.103 is revised as follows:

§ 114-52.103 Regulatory Authority.

Office of Management & Budget Circular No. A-45, revised, dated October 31, 1964, as supplemented by Transmittal Memorandums Nos. 1 & 2, establishes the basic regulations governing the setting of quarters rental rates, adjustments thereto, and charges for furnishings and utilities.

2. Section 114-52.206(a)(2) is revised as follows:

§ 114.52-206 Establishment of charges for utilities.

(a) * * *

(2) When utilities are not metered or otherwise measured utility charges will be arrived at as follows:

(i) By comparison with the cost of such service to tenants of comparable private rental housing when basic rental rates are established, affirmed or adjusted through a private rental market survey.

(ii) By application of the consumer price index procedures, set forth in Appendix I to OMB Circular A-45, revised.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Executive Order 11246, as amended
EQUAL EMPLOYMENT OPPORTUNITY

Executive Order 11247
COORDINATION BY ATTORNEY GENERAL

EQUAL EMPLOYMENT OPPORTUNITY

Executive Order 11246 [1]

[30 F.R. 12319-25]

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

PART I—NONDISCRIMINATION IN GOVERNMENT EMPLOYMENT

SEC. 101. It is the policy of the Government of the United States to provide equal opportunity in Federal employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex or national origin, and to provide the full realization of equal employment opportunity through a positive, continuing program in each executive department and agency. The policy of equal opportunity applies to every aspect of Federal employment policy and practice.

SEC. 102. The head of each executive department and agency shall establish and maintain a positive program of equal employment opportunity for all civilian employees and applicants for employment within his jurisdiction in accordance with the policy set forth in Section 101.

SEC. 103. The Civil Service Commission shall supervise and provide leadership and guidance in the conduct of equal employment opportunity programs for the civilian employees of and applications for employment within the executive departments and agencies and shall review agency program accomplishments periodically. In order to facilitate the achievement of a model program for equal employment opportunity in the Federal service, the Commission may consult from time to time with such individuals, groups, or organizations as may be of assistance in improving the Federal program and realizing the objectives of this Part.

SEC. 104. The Civil Service Commission shall provide for the prompt, fair, and impartial consideration of all complaints of discrimination in Federal employment on the basis of race, color, religion, sex or national origin. Procedures for the consideration of complaints shall include at least one impartial review within the executive department or agency and shall provide for appeal to the Civil Service Commission.

SEC. 105. The Civil Service Commission shall issue such regulations, orders, and instructions as it deems necessary and appropriate to carry out its responsibilities under this Part, and the head of each executive department and agency shall comply with the regulations, orders, and instructions issued by the Commission under this Part.

---

[1] Amended by Executive Order 11375 of October 13, 1967, 32 Fed. Reg. 14303, to provide that the program of equal employment opportunity include prohibition against discrimination on account of sex.

PART II—NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

SUBPART A—DUTIES OF THE SECRETARY OF LABOR

SEC. 201. The Secretary of Labor shall be responsible for the administration of Parts II and III of this Order and shall adopt such rules and regulations and issue such orders as he deems necessary and appropriate to achieve the purposes thereof.

SUBPART B—CONTRACTORS' AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractors' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

SEC. 203. (a) Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the contracting agency as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The contracting agency or the Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Secretary of Labor may require.

SEC. 204. The Secretary of Labor may, when he deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order. The Secretary of Labor may, by rule or regulation, also exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract: *Provided*, That such an exemption will not interfere with or impede the effectuation of the purposes of this Order: *And provided further*, That in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

SUBPART C—POWERS AND DUTIES OF THE SECRETARY OF LABOR AND THE CONTRACTING AGENCIES

SEC. 205. Each contracting agency shall be primarily responsible for obtaining compliance with the rules, regulations, and orders of the Secretary of Labor with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the rules of the Secretary of Labor in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the rules, regulations, and orders of the Secretary of Labor issued pursuant to this Order. They are directed to cooperate with the Secretary of Labor and to furnish the Secretary of Labor such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate, from

among the agency's personnel, compliance officers. It shall be the duty of such officers to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

SEC. 206. (a) The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor, or initiate such investigation by the appropriate contracting agency, to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor and the investigating agency shall report to the Secretary of Labor any action taken or recommended.

(b) The Secretary of Labor may receive and investigate or cause to be investigated complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order. If this investigation is conducted for the Secretary of Labor by a contracting agency, that agency shall report to the Secretary what action has been taken or is recommended with regard to such complaints.

SEC. 207. The Secretary of Labor shall use his best efforts, directly and through contracting agencies, other interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

SEC. 208. (a) The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection (a) of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(a)(6) shall be made without affording the contractor an opportunity for a hearing.

SUBPART D—SANCTIONS AND PENALTIES

SEC. 209. (a) In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary or the appropriate contracting agency may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

Government contracts, under Section 209(a)(6) because of noncompliance with the contract provisions with regard to nondiscrimination, the Secretary of Labor, or the contracting agency involved, shall promptly notify the Comptroller General of the United States. Any such debarment may be rescinded by the Secretary of Labor or by the contracting agency which imposed the sanction.

SUBPART B—CERTIFICATES OF MERIT

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

PART III—NONDISCRIMINATION PROVISIONS IN FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

SEC. 301. Each executive department and agency which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 203 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the administering department or agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations, and relevant orders of the Secretary, (2) to obtain and to furnish to the administering department or agency and

to the Secretary of Labor such information as they may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the administering department or agency pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts unde Part II, Subpart D, of this Order.

Sec. 302. (a) "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he becomes a recipient of such Federal assistance.

Sec. 303. (a) Each administering department and agency shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor, and to furnish the Secretary such information and assistance as he may require in the performance of his functions under this Order.

(b) In the event an applicant fails and refuses to comply with his undertakings, the administering department or agency may take any or all of the following actions: (1) cancel, terminate, or suspend in whole or in part the agreement, contract, or other arrangement with such applicant with respect to which the failure and refusal occurred; (2) refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and (3) refer the case to the Department of Justice for appropriate legal proceedings.

(c) Any action with respect to an applicant pursuant to Subsection (b) shall be taken in conformity with Section 602 of the Civil Rights Act of 1964 (and the regulations of the administering department or agency issued thereunder), to the extent applicable. In no case shall action be taken with respect to an applicant pursuant to Clause (1) or (2) of Subsection (b) without notice and opportunity for hearing before the administering department or agency.

Sec. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as

would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: *Provided*, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

PART IV—MISCELLANEOUS

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order, except authority to promulgate rules and regulations of a general nature.

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403. (a) Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Civil Service Commission and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

LYNDON B. JOHNSON.

THE WHITE HOUSE,
September 24, 1965.

COORDINATION BY ATTORNEY GENERAL

Executive Order 11247

[30 F.R. 12327]

PROVIDING FOR THE COORDINATION BY THE ATTORNEY GENERAL OF ENFORCEMENT OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Whereas the Departments and agencies of the Federal Government have adopted uniform and consistent regulations implementing Title VI of the Civil Rights Act of 1964 and, in cooperation with the President's Council on Equal Opportunity, have embarked on a coordinated program of enforcement of the provisions of that Title;

Whereas the issues hereafter arising in connection with coordination of the activities of the departments and agencies under that Title will be predominantly legal in character and in many cases will be related to judicial enforcement; and

Whereas the Attorney General is the chief law officer of the Federal Government and is charged with the duty of enforcing the laws of the United States:

Now, therefore, by virtue of the authority vested in me as President of the United States by the Constitution and laws of the United States, it is ordered as follows:

SECTION 1. The Attorney General shall assist Federal departments and agencies to coordinate their programs and activities and adopt consistent and uniform policies, practices, and procedures with respect to the enforcement of Title VI of the Civil Rights Act of 1964. He may promulgate such rules and regulations as he shall deem necessary to carry out his functions under this Order.

SEC. 2. Each Federal department and agency shall cooperate with the Attorney General in the performance of his functions under this Order and shall furnish him such reports and information as he may request.

SEC. 3. Effective 30 days from the date of this Order, Executive Order No. 11197 of February 5, 1965, is revoked. Such records of the President's Council on Equal Opportunity as may pertain to the enforcement of Title VI of the Civil Rights Act of 1964 shall be transferred to the Attorney General.

SEC. 4. All rules, regulations, orders, instructions, designations and other directives issued by the President's Council on Equal Opportunity relating to the implementation of Title VI of the Civil Rights Act of 1964 shall remain in full force and effect unless and until revoked or superseded by directives of the Attorney General.

LYNDON B. JOHNSON.

THE WHITE HOUSE,
September 24, 1965.

U. S. GOVERNMENT PRINTING OFFICE : 1970 O - 390-313 (67)

[¶ 13,487G] INSPECTIONS, MONITORING, AND ENTRY

Sec. 114. (a) For the purpose (i) of developing or assisting in the development of any implementation plan under section 110 or 111(d), any standard of performance under section 111, or any emission standard under section 112, (ii) of determining whether any person is in violation of any such standard or any requirement of such a plan, or (iii) carrying out section 119 or 303—

(1) the Administrator may require the owner or operator of any emission source to (A) establish and maintain such records, (B) make such reports, (C) install, use, and maintain such monitoring equipment or methods, (D) sample such emissions (in accordance with such methods, at such locations, at such intervals, and in such manner as the Administrator shall prescribe), and (E) provide such other information, as he may reasonably require; and

(2) the Administrator or his authorized representative, upon presentation of his credentials—

(A) shall have a right of entry to, upon, or through any premises in which an emission source is located or in which any records required to be maintained under paragraph (1) of this section are located, and

(B) may at reasonable times have access to and copy any records, inspect any monitoring equipment or method required under paragraph (1), and sample any emissions which the owner or operator of such source is required to sample under paragraph (1).

(b)(1) Each State may develop and submit to the Administrator a procedure for carrying out this section in such State. If the Administrator finds the State procedure is adequate, he may delegate to such State any authority he has to carry out this section (except with respect to new sources owned or operated by the United States).

(2) Nothing in this subsection shall prohibit the Administrator from carrying out this section in a State.

(c) Any records, reports or information obtained under subsection (a) shall be available to the public, except that upon a showing satisfactory to the Administrator by any person that records, reports, or information, or particular part thereof, (other than emission data) to which the Administrator has access under this section if made public, would divulge methods or processes entitled to protection as trade secrets of such person, the Administrator shall consider such record, report, or information or particular portion thereof confidential in accordance with the purposes of section 1905 of title 18 of the United States Code, except that such record, report, or information may be disclosed to other officers, employees, or authorized representatives of the United States concerned with carrying out this Act or when relevant in any proceeding under this Act.

Section 308 of the Federal Water Pollution Control Act (33USC 1318)

§ 1318. Inspections, monitoring, and entry

(a) Whenever required to carry out the objective of this chapter, including but not limited to (1) developing or assisting in the development of any effluent limitation, or other limitation, prohibition, or effluent standard, pretreatment standard, or standard of performance under this chapter; (2) determining whether any person is in violation of any such effluent limitation, or other limitation, prohibition or effluent standard, pretreatment standard, or standard of performance; (3) any requirement established under this section; or (4) carrying out sections 1315, 1321, 1342, and 1364 of this title—

(A) the Administrator shall require the owner or operator of any point source to (i) establish and maintain such records, (ii) make such reports, (iii) install, use, and maintain such monitoring equipment or methods (including where appropriate, biological monitoring methods), (iv) sample such effluents (in accordance with such methods, at such locations, at such intervals, and in such manner as the Administrator shall prescribe), and (v) provide such other information as he may reasonably require; and

(B) the Administrator or his authorized representative, upon presentation of his credentials—

(i) shall have a right of entry to, upon, or through any premises in which an effluent source is located or in which any records required to be maintained under clause (A) of this subsection are located, and

(ii) may at reasonable times have access to and copy any records, inspect any monitoring equipment or method required under clause (A), and sample any effluents which the owner or operator of such source is required to sample under such clause.

(b) Any records, reports, or information obtained under this section (1) shall, in the case of effluent data, be related to any applicable effluent limitations, toxic, pretreatment, or new source performance standards, and (2) shall be available to the public, except that upon a showing satisfactory to the Administrator by any person that records, reports, or information, or particular part thereof (other than effluent data), to which the Administrator has access under this section, if made public would divulge methods or processes entitled to protection as trade secrets of such person, the Administrator shall consider such record, report, or information, or particular portion thereof confidential in accordance with the purposes of section 1905 of Title 18, except that such record, report, or information may be disclosed to other officers, employees, or authorized representatives of the United States concerned with carrying out this chapter or when relevant in any proceeding under this chapter.

(c) Each State may develop and submit to the Administrator procedures under State law for inspection, monitoring, and entry with respect to point sources located in such State. If the Administrator finds that the procedures and the law of any State relating to inspection, monitoring, and entry are applicable to at least the same extent as those required by this section, such State is authorized to apply and enforce its procedures for inspection, monitoring, and entry with respect to point sources located in such State (except with respect to point sources owned or operated by the United States).

June 30, 1948, c. 758, Title III, § 308, as added Oct. 18, 1972, Pub.L. 92-500, § 2, 86 Stat. 858.

Legislative History. For legislative history and purpose of Pub.L. 92-500, see 1972 U.S.Code Cong. and Adm.News, p. 3668.

3. Order

Discharger cannot be in violation of provisions of this section directing Administrator of Environmental Protection Agency to require owner or operator of any point source to maintain records, sample effluents, and provide other information unless such an order has in fact been issued. Committee for Consideration of Jones Falls Sewage System v. Train, D.C.Md.1974, 375 F.Supp. 1148.

ENVIRONMENTAL PROTECTION AGENCY

[FRL 661-7]

LIST OF VIOLATING FACILITIES

Pursuant to Section 306 of the Clean Air Act (42 U.S.C. 1857 et seq., as amended by Public Law 91-604), the Federal Water Pollution Control Act, (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), and Executive Order 11738, EPA has been authorized to provide certain prohibitions and requirements concerning the administration of the Clean Air Act and Federal Water Pollution Control Act with respect to Federal contracts, grants or loans. On April 16, 1975, regulations implementing the requirements of the statutes and the Executive Order were promulgated in the FEDERAL REGISTER (see 40 CFR Part 15, 40 F.R. 17124, April 16, 1975). Section 15.20 of the regulations provides for the establishment of a List of Violating Facilities which will reflect those facilities ineligible for use in nonexempt Federal contracts, subcontracts, grants, subgrants, loans, or subloans.

The representatives of any facility under consideration for listing are afforded the opportunity to appear at a Listing Proceeding conducted by the Director, Office of Federal Activities. Listing occurs when the Director determines there is adequate evidence of noncompliance with clean air or water standards. Federal, State, and local criminal convictions, civil adjudications, and administrative findings of noncompliance may serve as a basis for consideration of listing. However, in the case of a State or local civil adjudication or administrative finding, EPA may consider listing only at the request of the Governor.

The List of Violating Facilities is contained in two sublists. Sublist 1 includes those facilities listed on the basis of a conviction under section 113(c) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act. Sublist 2 includes those facilities listed on the basis of any injunction, order, judgment, decree or other form of civil ruling by a Federal, State or local court issued as a result of noncompliance; or a conviction in a State or local court for noncompliance; or on the basis of noncompliance with an order under section 113(a) of the Clean Air Act or section 309(a) of the Federal Water Pollution Control Act, or having been subjected to equivalent State or local proceedings to enforce clean air or water standards.

The purpose of this Notice is to add the Ashland, Kentucky, facility of the Allied Chemical Corporation, Semet-Solvay Division, to Sublist 1 of the List of Violating Facilities.

No agency in the Executive Branch of Government shall enter into, renew, or extend any nonexempt contract, subcontract, grant, subgrant, loan or subloan where a facility listed would be utilized for the purpose of any such agreement.

Pursuant to this authority, the Director, Office of Federal Activities, U.S. Environmental Protection Agency, certifies that the following facilities have been placed on the List of Violating Facilities as of December 17, 1976. The List of Violating Facilities will be revised periodically as any listings or de-listings occur.

LIST OF VIOLATING FACILITIES

Sublist 1

Allied Chemical Corporation, Semet-Solvay Division, Ashland, Kentucky

Sublist 2

Del Monte de Puerto Rico, Inc., Mayaguez, Puerto Rico

Star-Kist Caribe, Inc., Mayaguez, Puerto Rico

Dated: December 17, 1976.

REBECCA W. HANMER,
Director,
Office of Federal Activities.

[FR Doc.76-37749 Filed 12-22-76;8:45 am]

EXECUTIVE ORDER 11288

July 7, 1966, 31 F.R. 9261

PREVENTION, CONTROL, AND ABATEMENT OF WATER POLLUTION BY FEDERAL ACTIVITIES

By virtue of the authority vested in me as President of the United States and in furtherance of the purpose and policy of the Federal Water Pollution Control Act, as amended (33 U.S.C. 466),[2] and Reorganization Plan No. 2 of 1966 (31 F.R. 6857),[3] it is ordered as follows:

Section 1. Policy. The heads of the departments, agencies, and establishments of the Executive Branch of the Government shall provide leadership in the nationwide effort to improve water quality through prevention, control, and abatement of water pollution from Federal Government activities in the United States. In order to achieve these objectives—

(1) Pollution from all existing Federal facilities and buildings shall be controlled in accordance with plans to be submitted to the Director of the Bureau of the Budget pursuant to Section 3 of this order;

(2) New Federal facilities and buildings shall be constructed so as to meet the pollution control standards prescribed by Section 4 of this order;

(3) Pollution caused by all other operations of the Federal Government, such as water resources projects and operations under Federal loans, grants, or contracts, shall be reduced to the lowest level practicable;

(4) Review and surveillance of all such activities shall be maintained to assure that pollution control standards are met on a continuing basis;

(5) The Secretary of the Interior shall, in administering the Federal Water Pollution Control Act, as amended, provide technical advice and assistance to the heads of other departments, agencies, and establishments in connection with their duties and responsibilities under this order;

(6) The head of each department, agency, and establishment shall ensure compliance with Section 11 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 466h), which, as modified by Reorganization Plan No. 2 of 1966 (31 F.R. 6857), declares it to be the intent of Congress that Federal departments and agencies shall, insofar as practicable and consistent with the interests of the United States and within available appropriations, cooperate with the Secretary of the Interior and with State and interstate agencies and municipalities, in preventing or controlling water pollution; and

(7) Water pollution control needs shall be considered in the initial stages of planning for each new installation or project, and the head of each department, agency, and establishment shall establish appropriate procedures for securing advice and for consulting with the Secretary of the Interior at the earliest feasible stage.

Sec. 2. Procedures for new Federal facilities and buildings. (a) A request for funds to defray the cost of designing and constructing new facilities and buildings in the United States shall be included in the annual budget estimates of a department, agency, or establishment only if such request includes funds to defray the costs of such measures as may be necessary to assure that the new facility or building will meet the general standards prescribed by Section 4 of this order.

(b) Prior to any solicitation of bids for construction of any such new facility or building a description of the essential features of the water pollution control and treatment measures proposed for the project shall be submitted to the Secretary of the Interior for prompt review and advice as to the adequacy and effectiveness of the measures proposed

and for advice as to any related operating procedures and continuing laboratory examinations deemed necessary to ensure effective plant operation.

Sec. 3. Procedures for existing Federal facilities and buildings. (a) In order to facilitate budgeting for corrective and preventive measures, the head of each department, agency, and establishment shall provide for an examination of all existing facilities and buildings under his jurisdiction in the United States and shall develop and present to the Director of the Bureau of the Budget, by July 1, 1966, a phased and orderly plan for installing such improvements as may be needed to prevent water pollution, or abate such water pollution as may exist, with respect to such buildings and facilities. Subsequent revisions needed to keep any such plan up to-date shall be promptly submitted to the Director of the Bureau of the Budget. Future construction work at each such facility and the expected future use of the facility shall be considered in developing such a plan. Each such plan, and any revisions therein, shall be developed in consultation with the Secretary of the Interior in order to ensure that adoption of the measures proposed thereby will result in the prevention or abatement of water pollution in conformity with the general standards prescribed by Section 4 of this order.

(b) The head of each department, agency, and establishment shall present to the Director of the Bureau of the Budget, by July 1, 1967, and by the first of each fiscal year thereafter, an annual report describing the progress of his department, agency, or establishment in accomplishing the objectives of its pollution abatement plan.

Sec. 4. General standards. (a) Federal installations shall provide secondary treatment, or its equivalent, for all wastes except cooling water and fish hatchery effluents. Discharge of wastes into municipal sewerage systems maintaining adequate treatment is hereby declared to be the preferred method of disposal. However, whenever connection to such a system is not feasible, the department, agency, or establishment concerned shall be responsible for installing its own waste treatment system. Upon an application of the head of a department, agency, or establishment, a degree of treatment less than secondary may be approved with respect to an agency-installed system in an exceptional case if the Secretary of the Interior finds that a lesser degree of treatment is adequate to protect the quality of the receiving waters.

(b) If discharge of cooling water is expected to create problems by significantly increasing the temperature of the receiving waters, facilities shall be installed, or operating procedures shall be established, to maintain water temperatures within acceptable limits.

(c) Storage facilities for materials which are hazardous to health and welfare, and for oils, gases, fuels or other materials capable of causing water pollution, if accidentally discharged, shall be located so as to minimize or prevent any spillage which might result in water pollution. Engineering measures to entrap spillage, such as catchment areas, relief vessels, or entrapment-dikes, shall be installed so as to prevent accidental pollution of water.

(d) No waste shall be discharged into waters if it contains any substances in concentrations which are hazardous to health.

(e) No waste shall be discharged into waters if it contains any substances in concentrations which will result in substantial harm to domestic animals, fish, shellfish, or wildlife, if methods of treatment or disposal are available that will remove or render harmless such pollutants. If such methods are not available, but can reasonably be developed, they will be developed and used at the earliest possible date. A determination that such methods are not available or cannot reasonably be developed will not be made without the concurrence of the Secretary of the Interior.

(f) The head of each department, agency, and establishment shall, with respect to each installation in the United States under his jurisdiction, make, or cause to be made, such surveys as may be necessary to

ensure that discharges of waste effluents from activities concerned with radioactivity are in accord with the applicable rules, regulations, or requirements of the Atomic Energy Commission (10 CFR, Part 20) and the policies and guidance of the Federal Radiation Council as published in the FEDERAL REGISTER.

(g) Construction and operating plans for waste treatment facilities shall include space for the conduct of necessary laboratory analyses and for the maintenance of records of results thereof whenever the size and complexity of the system makes this necessary.

(h) Construction and operating plans for waste treatment facilities shall take into account water quality standards promulgated pursuant to the provisions of the Water Quality Act of 1965 (79 Stat. 903).

(i) Any waste treatment facilities installed by any department, agency, or establishment shall as far as practicable be constructed so as to conform with any areawide program, meeting criteria established by the Secretary of Housing and Urban Development for a unified or officially coordinated areawide sewer facilities system as part of the comprehensively planned development of the area pursuant to Section 702(c) of the Housing and Urban Development Act of 1965, that may have been adopted with respect to the area concerned.

Sec. 5. Modification of standards. The standards prescribed by paragraphs (a) through (e) and (g) through (i) of Section 4 of this order may be supplemented or modified by the Secretary of the Interior, after consultation with the Director of the Bureau of the Budget. All such changes shall be published in the FEDERAL REGISTER.

Sec. 6. Procedures for Federal water resources projects. (a) The Secretaries of Agriculture and the Army, the Tennessee Valley Authority, and the United States Section of the International Boundary and Water Commission shall present for the consideration of the Secretary of the Interior any plans that they propose to recommend with respect to the authorization or construction of any Federal water resource development project in the United States. Such plans must be consistent with the general standards prescribed by Section 4 of this order to the fullest extent practicable. The Secretary of the Interior shall review such plans and supporting data relating to water quality, and shall prepare a report to the head of the responsible department, agency, or establishment describing the potential impact of the project on water quality, including recommendations concerning any changes or other measures with respect thereto which he considers to be necessary with respect to the design, construction, and operation of the project.

(b) The report of the Secretary of the Interior shall accompany any report proposing authorization or construction of such a water resource development project. In any case in which the Secretary of the Interior fails to submit a report within 90 days after receipt of project plans, the head of the department, agency, or establishment concerned may propose authorization or construction of the project without such an accompanying report. In any such case, the head of the department, agency, or establishment concerned shall explicitly state in his report concerning the project that the Secretary of the Interior has not reported on the potential impact of the project on water quality.

Sec. 7. Review of facilities or operations supported by Federal loans, grants, or contracts. (a) The head of each department, agency, and establishment shall conduct a review of the loan, grant, and contract practices of his organization to determine the extent to which water pollution control standards similar to those set forth in this order for direct Federal operations should be adhered to by borrowers, grantees, or contractors with respect to their operations in the United States. The head of each department, agency, and establishment shall review all such activities for which there is a significant potential for reduction of water pollution and develop appropriate recommendations for accomplishing such reduction. In conducting this review, necessary technical assistance should be sought from the Secretary of the Interior and the heads

of other appropriate Federal agencies. A report on the results of this review shall be submitted to the Director of the Bureau of the Budget by July 1, 1966.

(b) The heads of departments, agencies, and establishments are encouraged to prescribe regulations covering loan, grant, or contract practices designed to reduce water pollution.

Sec. 8. Study of water pollution from vessel operations. The Secretary of the Interior shall make a comprehensive study of the problem of water pollution within the United States caused by the operation of vessels, and shall develop such recommendations for corrective or preventive action as may be appropriate, including recommendations with respect to vessels operated by any department, agency, or establishment of the Federal Government. The results of the study and recommendations shall be transmitted to the President by January 1, 1967. The study and report thereon shall be prepared in consultation with, and with the advice and assistance of, the Secretary of Defense, the Secretary of the Treasury, the Secretary of Commerce, and the Secretary of Health, Education, and Welfare.

Sec. 9. Prior Executive order superseded. Executive Order No. 11258 of November 17, 1965,[1] is hereby superseded.

LYNDON B. JOHNSON

THE WHITE HOUSE,
July 2, 1966.

EXECUTIVE ORDER 11593

Protection and Enhancement of the Cultural Environment

By virtue of the authority vested in me as President of the United States and in furtherance of the purposes and policies of the National Environmental Policy Act of 1969 (83 Stat. 852, 42 U.S.C. 4321 et seq.), the National Historic Preservation Act of 1966 (80 Stat. [illegible], 16 U.S.C. 470 et seq.), the Historic Sites Act of [illegible] (49 Stat. [illegible], 16 U.S.C. 461 et seq.), and the Antiquities Act of 1906 (34 Stat. 225, 16 U.S.C. 431 et seq.), it is ordered as follows:

Section 1. *Policy.* The Federal Government shall provide leadership in preserving, restoring and maintaining the historic and cultural environment of the Nation. Agencies of the executive branch of the Government (hereinafter referred to as "Federal agencies") shall (1) administer the cultural properties under their control in a spirit of stewardship and trusteeship for future generations, (2) initiate measures necessary to direct their policies, plans and programs in such a way that federally owned sites, structures, and objects of historical, architectural or archaeological significance are preserved, restored and maintained for the inspiration and benefit of the people, and (3), in consultation with the Advisory Council on Historic Preservation (16 U.S.C. 470i), institute procedures to assure that Federal plans and programs contribute to the preservation and enhancement of non-federally owned sites, structures and objects of historical, architectural or archaeological significance.

Sec. 2. *Responsibilities of Federal agencies.* Consistent with the provisions of the acts cited in the first paragraph of this order, the heads of Federal agencies shall:

(a) no later than July 1, 1973, with the advice of the Secretary of the Interior, and in cooperation with the liaison officer for historic preservation for the State or territory involved, locate, inventory, and nominate to the Secretary of the Interior all sites, buildings, districts, and objects under their jurisdiction or control that appear to qualify for listing on the National Register of Historic Places.

(b) exercise caution during the interim period until inventories and evaluations required by subsection (a) are completed to assure that any federally owned property that might qualify for nomination is not inadvertently transferred, sold, demolished or substantially altered. The agency head shall refer any questionable actions to the Secretary of the Interior for an opinion respecting the property's eligibility for inclusion on the National Register of Historic Places. The Secretary shall consult with the liaison officer for historic preservation for the State or territory involved in arriving at his opinion. Where, after a reasonable period in which to review and evaluate the property, the Secretary determines that the property is likely to meet the criteria prescribed for listing on the National Register of Historic Places, the Federal agency head shall reconsider the proposal in light of national environmental and preservation policy. Where, after such reconsideration, the Federal agency head proposes to transfer, sell, demolish or substantially alter the property he shall not act with respect to the property until the Advisory Council on Historic Preservation shall have been provided an opportunity to comment on the proposal.

(c) initiate measures to assure that where as a result of Federal action or assistance a property listed on the National Register of Historic Places is to be substantially altered or demolished, timely steps be taken to make or have made records, including measured drawings, photographs and maps, of the property, and that copy of such records then be deposited in the Library of Congress as part of the Historic American Buildings Survey or Historic American Engineering Record for future use and reference. Agencies may call on the Department of the Interior for advice and technical assistance in the completion of the above records.

(d) initiate measures and procedures to provide for the maintenance, through preservation, rehabilitation, or restoration, of federally owned and registered sites at professional standards prescribed by the Secretary of the Interior.

(e) submit procedures required pursuant to subsection (d) to the Secretary of the Interior and to the Advisory Council on Historic Preservation no later than January 1, 1972, and annually thereafter, for review and comment.

(f) cooperate with purchasers and transferees of a property listed on the National Register of Historic Places in the development of viable plans to use such property in a manner compatible with preservation objectives and which does not result in an unreasonable economic burden to public or private interests.

Sec. 3. *Responsibilities of the Secretary of the Interior.* The Secretary of the Interior shall:

(a) encourage State and local historic preservation officials to evaluate and survey federally owned historic properties and, where appropriate, to nominate such properties for listing on the National Register of Historic Places.

(b) develop criteria and procedures to be applied by Federal agencies in the reviews and nominations required by section 2(a). Such criteria and procedures shall be developed in consultation with the affected agencies.

(c) expedite action upon nominations to the National Register of Historic Places concerning federally owned properties proposed for sale, transfer, demolition or substantial alteration.

(d) encourage State and Territorial liaison officers for historic preservation to furnish information upon request to Federal agencies regarding their properties which have been evaluated with respect to historic, architectural or archaeological significance and which as a result of such evaluations have not been found suitable for listing on the National Register of Historic Places.

(e) develop and make available to Federal agencies and State and local governments information concerning professional methods and techniques for preserving, improving, restoring and maintaining historic properties.

(f) advise Federal agencies in the evaluation, identification, preservation, improvement, restoration and maintenance of historic properties.

(g) review and evaluate the plans of transferees of surplus Federal properties transferred for historic monument purposes to ensure that the historic character of such properties is preserved in rehabilitation, restoration, improvement, maintenance and repair of such properties.

(h) review and comment upon Federal agency procedures submitted pursuant to section 2(e) of this order.

Richard Nixon

SPECIAL PROVISIONS

Item No.	Description	Page No.
1	General	1
2	Scope of Work	1
3	Traffic - Vehicular and Pedestrian	2
4	Holiday Work Restrictions	3
5	Prosecution and Progress	3
6	Work by Others	4
7	Temporary Electric Power	5
8	Private Property - Rights of Entry	5
9	Work over Navigable Waters	5
10	Protection of Streams	6
11	Erosion Control	7
12	Shop Drawings	7
13	Field Facilities - Item 64202	7
14	Storage and Working Area	7
15	Temporary Sidewalk - Item 90014	8
16	Construction Barricades - Item 90011	8
17	Work at West Abutment and Deadman	8
18	Work at East Abutment and Deadman	9
19	Air Conditioning Intake Pipe	9
20	Use of Explosives	9
21	Approach Work	10
22	Sewer Work	11
23	Concrete Identification Stamping	11
24	Concrete Masonry	11
25	Specialty Items	11
26	Removing Pavement	12
27	Removing Concrete Sidewalk	12
28	Removing Bituminous Surface	12
29	Removing Old Bridge - Station 4 + 01	12
30	Adjusting Manhole and Inlet Covers - Item 61182	13
31	Bituminous Material	13
32	Aggregates for Bituminous Concrete Pavement	13
33	Non-Bituminous Joint Sealer	13
34	Anchor Rods	13
35	Bridge Operator's House - Item 90001	14
36	Steel Tube Railing - Type A - Item 51330 and Steel Pipe Rail - Type B - Item 51320	25
37	Steel Tube Railing - Type C - Item 51331	25
38	Aluminum Circular Railing - Type D - Item 51321	25
39	Two and One-half (2½) Inch Open Steel Grid Floor - Item 51503	26
40	One (1) Inch Open Steel Grid Floor - Item 51502	27
41	Aluminum Floor Plates	27
42	Skid-resistant Wearing Surface for Aluminum Floor Plates - Item 90010	27
43	Steel Piling, Delivered and Driven - Item 51120 (HP8 x 36) and Item 51122 (HP 12 x 53)	28
44	Steel Sheet Piling Cofferdam, Pier 1 - Item 20650 and Steel Sheet Piling Cofferdam, Pier 2 - Item 20651	29
45	Excavation for Structures - Item 20610	29
46	Excavation for Approach Work	29

47 — Granular Backfill - Item 20901 29
48 — Cold Plastic Pavement Markings, 5 Inch White - Item 90012 and 5 Inch Yellow - Item 90013 29
49 Structural Steel - Item 50601 31
50 Painting Metal 31
51 — Waterproof Membrane - Item 51604 33
52 — Temprorary Steel Sheet Piling - Item 51207 35
53 Existing Overhead Pedestrian Bridge 35

SUPPLEMENTAL SPECIFICATIONS 39

MACHINERY (Included in Branch I, Project B) 46

SECOND BRANCH - ELECTRICAL WORK 58
(Including Heating) 81

THIRD BRANCH - Hydraulic Operating Equipment 84

FOURTH BRANCH - Plumbing 93

ST. PROV.

SPECIAL PROVISIONS

1. GENERAL The work under this contract for the construction of the Michigan Street Lift Bridge and approaches (North Plankinton - North Water Street), located in the City of Milwaukee, Milwaukee County, Wisconsin, shall be in accordance with the plans thereof, and shall be executed under the requirements of the State of Wisconsin, Department of Transportation, Division of Highways Standard Specifications for Road and Bridge Construction - Edition 1975, approved December 17, 1974 and latest revisions or additions. The Local Public Works Capitol Development and Investment Act of 1976 (U.S. Department of Commerce - EDA) hereinafter referred to as P.L. 94-369, the requirements of the Ninth Coast Guard District - Permit Application Guide; a copy of which can be seen at the Bureau of Bridges and Public Buildings, Room 311, 841 North Broadway, City of Milwaukee, and these special provisions.

   a. Section 101 of the standard specifications, definitions and terms, shall be amended as follows:

      1. Commission or Division. Delete: "The Highway Commission of the Division of Highways of the Department of Transportation of the State of Wisconsin" and replace with, "The Department of Public Works, City of Milwaukee."

      2. Engineer. Delete: "The State Highway Engineer of the Division of Highways or his authorized representative limited by the particular duties entrusted to him" and replace with, "The Engineer of the Department of Public Works assigned to the work."

      3. Laboratory. Delete: "The testing laboratory of the Division of Highways or any other testing laboratory which may be designated by the engineer" and replace with, "The testing laboratory of the City of Milwaukee or any other testing laboratory which may be designated by the engineer."

      4. Proposal Form. Delete: "The approved form on which the Division of Highways requires bids to be prepared and submitted for work" and replace with, "The approved form on which the Department of Public Works requires bids to be prepared and submitted for work."

2. SCOPE OF WORK The work under this contract consists of the removal of the existing Michigan Street Bascule Bridge over the Milwaukee River, street, sidewalk and sewer work on the approaches, and construction of new bridge structure and all incidental items necessary to complete the work shown on the plans and included in the proposal and contract.

   Paragraph two of subsection 104.6 of the standard specifications, Maintenance of Traffic, shall be amended as follows:

   During the period Michigan Street and the existing bridge are open to vehicular traffic, the City of Milwaukee will be responsible for roadway and structure maintenance (including snow removal). The cost of such maintenance shall be borne by the City of Milwaukee.

3. TRAFFIC - VEHICULAR AND PEDESTRIAN Michigan Street between North Plankinton Avenue and North Water Street, shall be kept open to daytime vehicular and pedestrian traffic until about June 15, 1977, at which time the existing bridge will be closed to traffic and the contractor may begin removing the structure.

All existing sidewalks on Michigan Street excepting those areas within construction limits and as shown on the plans shall be kept open to pedestrians at all times, except during the time required for removal and replacement as part of approach pavement. The sidewalks adjacent to the construction work shall be adequately barricaded as shown on the plans.

Michigan Street, between North Plankinton Avenue and North Water Street, will be closed to vehicular traffic nights in order that the existing bridge can be raised to permit working on the substructure units.

The nighttime period during which the existing structure may be closed to traffic is to be regulated with the business shopping hours. Currently the shopping nights are Monday, Wednesday, and Thursday.

The anticipated time schedule for closing Michigan Street (based on present shopping days) is as follows:

Closing	Opening
Monday 10:00 p.m.	Tuesday 6:00 a.m.
Tuesday 10:00 p.m.	Wednesday 6:00 a.m.
Wednesday 10:00 p.m.	Thursday 6:00 a.m.
Thursday 10:00 p.m.	Friday 6:00 a.m.
Friday 10:00 p.m.	Saturday 6:00 a.m.

In the event the shopping nights for the downtown business should be changed, the time of closing Michigan Street to vehicular traffic shall be accordingly adjusted.

Michigan Street may be closed at 6:00 p.m. on Saturday and remain closed until 6:00 a.m. Monday.

Temporary barricades with flashing yellow lights shall be erected across Michigan Street at the intersections of North Plankinton Avenue and North Water Street while the existing structure is in the raised position for construction operations under this contract by the contractor.

In the event the contractor elects to close the Michigan Street Bridge to traffic from 6:00 p.m. on Saturday to 6:00 a.m. Monday, as permitted in these special provisions, he shall notify Mr. Norris Batalden of the City of Milwaukee, (phone 278-3407) and Mr. Carl Kunz of the City of Milwaukee, (phone 278-3276) by 10:00 a.m. on the Wednesday prior to the closing.

The contractor shall also obtain a (noise) permit from the Commissioner of Health for any work that is to be done between the hours of 8:00 p.m. and 6:00 a.m.

The Harbor Master, Mr. John Seefeldt, (phone 278-3511) shall be notifed one week in advance of beginning any construction operations.

The U. S. Coast Guard shall be notified at least 15 days prior to commencement of construction of Bridge work.

4. HOLIDAY WORK RESTRICTIONS The contractor shall not perform work on nor haul materials of any kind along or across any portion of the project or adjacent streets on any holidays unless he shall notify and receive permission from the Superintendent.

5. PROSECUTION AND PROGRESS Contract time will be charged commencing 10 days after the date of official notification to the contractor of final execution of the contract or whenever work begins, whichever is sooner. The contract shall be completed within 535 calendar days.

The existing telephone and electric submarine cables will be disconnected and abandoned by the City of Milwaukee prior to pier construction.

The existing Western Union submarine cables, which consists of four - four inch pipes will be abandoned after installation of new submarine cables north of the new bridge. This work will be done by Western Union prior to the pier No. 1 construction. See General Construction Plan, Drawing No. 3 for notes and details.

The work of this Branch shall be coordinated with the relocation of the Western Union submarine cable (phase 1, 2, and 3) contractor throughout the progress of bridge construction.

The City of Milwaukee will be responsible for raising, lowering and opening the existing bridge to vehicular traffic, until the contractor is permitted to begin removing the bridge. When the bridge is in the raised position it will be the City of Milwaukee's responsibility to secure the cable tie backs to keep the leaves open.

Should the City have difficulty operating the existing bridge due to failure of mechanical equipment, water in the counterweight pits etc., the contractor shall furnish crane service to assist in the opening and closing of the leaves. Should this service be required, it will be on an Extra Work basis.

The contractor shall schedule his operations so that necessary steel erection, installation of the auxiliary diesel-operated generator and hydraulic equipment shall be completed at the same time so the lift span can be lifted hydraulically as soon as possible. The west approach span steel erection may be done at the same time or prior to the lift span. After the lift span is in operation and the navigational requirements satisfied, the steel erection on the east approach and the remainder of the structure work may proceed.

The contractor shall place the cofferdam and begin construction of Pier #1 first. The cofferdam for Pier #2 shall not be constructed until the cofferdam sheeting from Pier #1 is removed, or until the piers from the existing bridge have been removed to elevation -22.0.

Prior to the beginning of construction operations, the contractor shall, in writing, submit to the engineer for approval his proposed schedule and

sequence of operations, method of handling traffic, method of operation in the Milwaukee River so as to minimize interference with river traffic, plans for cleanup of the Milwaukee River should spills of oil, soil and debris from abutment and pier construction or other types of pollutants be accidentally discharged into it, and a program of debris removal to prevent accumulation of unsightly debris in the water course.

Section 108.5, Methods and Equipment, shall be revised by adding the following paragraph:

All trucks involved in the hauling of removals, granular backfill, crushed aggregates, bituminous concrete pavement or any other construction material subject to spillage, either by wind or vibration, to or from the project on any highway or street shall be equipped with tailgates, adequate sideboards and canvas covers which will seal the truck box against spillage, unless otherwise approved by the engineer.

Section 108.12 Working Days

a. Paragraph 1 - Delete the words, "working days", and replace with the words, "calendar days".
b. Paragraph 6 - Delete the entire sentence.
c. Paragraph 9 - New paragraph add the following: "The contract time on a calendar basis shall include every day shown on the calendar, Sundays and holidays included."

6. WORK BY OTHERS It is contemplated that operations necessary for the reconstruction of an adjustment of facilities of public and private utilities will be prosecuted on this project during the period this contract is in force.

A. City of Milwaukee

1. The City will maintain and operate the existing bridge during construction of piers.
2. The City will remove the existing bridge navigation lights, crossing gates, signal ball, hand operated bells and other parts of electrical and operating equipment which shall remain the property of the City.
3. The City will disconnect and abandon submarine cables.
4. The City will install all new door locks for the operator's house.
5. The City will remove light poles within the construction limits.
6. The City will install conduit for street lighting and traffic signals except on the bridge structure. It will also adjust its facilities in the roadway, except for items specifically included in the contract.
7. The City will install light poles, except those on the structure, luminaires for all light poles, and wiring for street lighting and traffic control.
8. Abandon various utilities in Michigan Street as shown on the site plan.
9. The City will relocate the hydrant at the Southeast location of the bridge and abandon the water service to the existing bridge house.

10. Work by the City will be coordinated with the progress of the work by the contractor.
11. The City will provide all necessary services for snow removal and ice control for the existing Michigan Street Bridge while in service.
12. The City will stripe the bumber beams with alternate diagonal reflectorized stripes of red and white.

B. Wisconsin Gas Company There is no present gas service to the existing bridge house. The gas main under the Milwaukee river is to be abandoned.

C. Wisconsin Electric Power Company will install underground electric power service to the west abutment as shown on the plans. Service will be 400 amp. 120/208 volt, 3 phase, 4 wire, 60 cycle feeders. They will also adjust their facilities in the roadway. Wisconsin Electric Power Company will remove their 600 volt DC Rectifier for existing bridge power when the existing bridge is put out of service. Contact Mr. Anthony J. Kalamarz, Station Construction, 231 West Michigan Street, Phone 259-4108.

D. Wisconsin Telephone Company will furnish telephone service to the operator's house and adjust their facilities in the roadway.

E. Abutting Property Owners The abutting property owners will be required to do the necessary work for the new construction which includes removal of any hollow sidewalks, backfill, and new concrete walk construction to meet the new street grades, except as shown on plans for transition grades. If the work is not done the contractor may be directed to do this work at the contract unit price.

7. TEMPORARY ELECTRIC POWER The Branch II Electrical Contractor shall furnish the wiring and material for temporary electrical power on both the west and east side of the river as shown on the General Construction Plan, Sheet No. 3.

All current used will be paid for by the City of Milwaukee. Each contractor shall furnish and install all lines and equipment from temporary power source to his equipment.

8. PRIVATE PROPERTY - RIGHTS OF ENTRY Permission for rights of entry to areas of private property as required for construction has been obtained from the property owners. Agreements to the rights of entry are on file in the City Engineer's Office, which right will be extended to the contractor for construction operations.

9. WORK OVER NAVIGABLE WATERS This construction is to be executed pursuant to an instrument of approval of location and plans issued by the U. S. Coast Guard. All construction and operations over the river shall be subject to the provisions and requirements of this instrument of approval and to all customary supervision applying to operations in navigable waters by any

Government authorities having jurisdiction and shall conform to any special requirements or direction from such constituted authorities.

The contractor shall ascertain from the Coast Guard the minimum horizontal and vertical clearance requirements for navigation during construction and shall maintain these clearances during the period of construction.

In the event the Coast Guard, or other constituted authority should, during progress of the work, issue directions or orders affecting the contractors operations or order of procedure, the contractor shall promptly file with the engineer a written copy of such orders or restrictions.

No excavated material, including that from cofferdams, shall be deposited or stockpiled in the river.

The contractor shall obtain all the necessary permits to dispose of dredged materials and comply with all requirements of the U. S., Corps of Engineers.

Should the contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, machinery, or appliances which, in the opinion of the U. S. Coast Guard, may be dangerous to or obstruct navigation, he shall recover and remove the same with the utmost dispatch. The contractor shall give immediate notice with description and location of such obstructions to the U. S. Coast Guard, and when required, shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the U. S. Coast Guard, and the cost of such removal may be deducted from any money due or to become due to the contractor, or may be recovered under his bond.

During construction, the contractor shall provide such temporary lights as are specified and required by the United States Coast Guard. For specific information, the contractor shall contact the following:

Commander, Ninth Coast Guard District
1240 East 9th Street
Cleveland, Ohio 44199

10. PROTECTION OF STREAMS Subsection 107.18 is supplemented as follows:

Establish and carry out a program for immediate removal of debris during the construction of the bridge in order to prevent the accumulation of unsightly, deleterious, and/or potentially polluting materials in the river.

Utilize construction methods which will minimize local erosion or siltation, particularly during the excavation for bridge piers.

Place excess dredged or excavated materials in a confined area in such a manner as to preclude the return of polluted materials to the river by surface runoff or by leaching.

Take special care to avoid any spillage of oil, fuels, or any other types of pollutants while working within or along the banks of the river.

11. EROSION CONTROL Temporary and permanent erosion control, as shown on the plans or designated in the contract, or as ordered by the engineer shall be performed by the contractor to control water pollution through the use of intercepting embankments, berms, dikes, dams, settling basins, slope paving, ditch checks, riprap, mulches, erosion mats, seeding, sodding, plantings, and other erosion control devices or methods.

    Also see Section 107.20 of the standard specifications.

12. SHOP DRAWINGS Shop drawings covering structural steel and miscellaneous metals and pertinent parts of Items 90001 thru 90006 shall be furnished in accordance with the requirements of Subsection 506.3.2 of the standard specifications except that three (3) sets of drawings shall be submitted to the Superintendent. Two corrected sets will be returned to the contractor.

    Upon approval, the contractor shall submit five (5) final sets of approved shop drawings.

    When the job is completed, "as-built" electrical wiring diagrams, parts lists, operation and maintenance manuals, etc., for all mechanical equipment shall be supplied to the engineer for the City of Milwaukee.

13. FIELD FACILITIES - ITEM 64202 Subsection 642.2.2, Field Office, Type B, of the standard specifications shall be modified to provide a minimum of 300 square feet of interior floor space, air conditioning, and a flush toilet. Contractor may have to remove a portion of the handrail on the observation deck in order to provide access to temporary walk for engineers' field office as shown on sheet number 3.

    a. Job Sign The Branch I Contractor shall furnish and erect in a conspicuous place, as directed by the Project Engineer, one project sign as called for in the General Conditions and as detailed herein, see Pages 36, 37, and 38.

       The cost of furnishing, erecting and maintaining the project signs shall be included in the lump sum price bid for Field Office, Item 64202.

    b. Boat and Motor The Branch I Contractor shall furnish a 12 foot aluminum boat with at least a 3 hp motor to the Project Engineer for use throughout the construction period. Provide a chain and locking facilities when not in use. The contractor shall service the motor and provide fuel necessary for operation. Contractor shall retain ownership of boat and motor at end of project.

       The cost for furnishing and maintaining the boat and motor shall be included under lump sum price for Field Office, Item 64202.

14. STORAGE AND WORKING AREA Arrangements have been made for contractors to utilize the land on the east bank of the Milwaukee River under the East-West Freeway (I-794) for the storage of materials and equipment, and work area during the time of construction of the bridge.

The contractors must contact Mr. Frank Schultz of the Milwaukee County Expressway and Transportation Commission, Room 410 I of the Courthouse Annex; phone number is 278-4898 and make an agreement both for utilization of area and compensation therefor.

15. TEMPORARY SIDEWALK, ITEM 90014 The contractor shall construct a 5 foot wide temporary wood walk with 3 foot-6 inch high railings for access to Patty's Bar and Nino's Steak Round-up. The contractor shall maintain this walk throughout the construction period including snow and ice removal.

    Method of Measurement The quantity, temporary sidewalk, shall be measured for payment as lump sum.

    Basis of Payment Temporary sidewalk, provided above, will be paid for at the contract lump sum price, which will be compensation for all materials, labor, tools, equipment and incidentals necessary to perform the work.

16. CONSTRUCTION BARRICADE - ITEM 90011 The work under this item shall consist of the construction, maintaining, and removal of barricades at the locations indicated and in accordance with the details shown on the plan and these special provisions. Material furnished under this item shall become the property of the contractor upon removal.

    Access for delivery of merchandise shall be maintained at all times for Gimbels Department Store, the Marine Plaza Bank Building and other local business deliveries. The contractor shall be required to move his crane, trucks or any other equipment in order to coordinate the construction work with the deliveries.

    Method of Measurement Construction barricade, completed and accepted in accordance with the terms of the contract, shall be measured in place by length in linear feet from end to end of the barricade.

    Basis of Payment Construction barricade, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be compensation for all materials; for erection, including painting; for maintaining, removing and disposing of all materials; and for all labor, tools, equipment and incidentals necessary to construct and maintain the barricade.

17. WORK AT WEST ABUTMENT AND DEADMAN Excavation and removals, sheet piling, bearing piles, concrete work, etc., at west abutment shall be performed in 3 stages. Refer to general construction plan sheet no. 3 as to the location of barricades during various stages of the work.

    Stage 1 Barricades to be placed as shown during bridge removal. This is anticipated to be about June 15, 1977.

    Stage 2 Marine Contractor to drive all sheet piling and steel H piling at the West abutment and including driving the North half of H piling at west deadman from a barge on the Milwaukee River. Complete all other

work expediently, including the remainder of the pile driving, whalers, anchor rods, concrete and sewer work, compacted granular backfill, etc.

Backfill to within 6 inches of existing grades and place 6 inches of crushed stone up to existing grades on approach so that trucking can resume for deliveries to adjacent property owners.

Stage 3 Barricades to be placed as shown on sheet 3 for remainder of work. Whenever possible, crane or any other equipment to remain on the river side of the barricades.

18. WORK AT EAST ABUTMENT AND DEADMAN Marine Contractor to drive all sheet piling and steel H piling at the East abutment and including driving the North half of H piling at east deadman from a barge on the Milwaukee River.

When working on the East approach, contractor shall keep his crane or any other equipment on the river side of the barricades so as to interfere as little as possible with vehicular traffic and deliveries.

19. AIR CONDITIONING INTAKE PIPE This contractor shall take all necessary precautions during dredging, excavation, blasting or any other such activity so as not to disturb the water or river bed, especially in the area of the air-conditioning intake at Marine Parking Structure (intake is about 60 feet south of northwest corner of parking structure) throughout the time when air conditioning is or may be required. The river water must remain useable for this purpose. If necessary, the contractor shall place a baffle upstream of this intake during the construction period so as to divert debris away from/and so as to minimize local turbidity around this area.

20. USE OF EXPLOSIVES After the award of contract, the successful bidder may request permission to use explosives for the removal of piers providing he abides by the following provisions.

Specifically, the general contractor shall:

A. Obtain a variance from the City of Milwaukee since the use of explosives at the bridge site would be in violation of Section 47-19 (m) of the Milwaukee Code of Ordinances. Also the contractor shall obtain any other necessary permits from the City of Milwaukee and State of Wisconsin. Contact Kurt Manke (phone 278-2587) - Hazardous Occupancy Specialist in Room 1001, tenth floor of the Municipal Building, Milwaukee Wisconsin 53202

B. Blasting shall be performed under the direct supervision of a State of Wisconsin licensee possessing a Blaster IV or V license, working in concert with the contractor and the insurance agency underwriting damage claims.

C. Notify abutting property owners 60 days in advance in writing prior to commencing of blasting.

D. The handling and storage of explosives, the recording on the use of explosives, the blasting and firing and protection procedures shall be in accordance with the regulations of the Milwaukee Code of Ordinances and applicable State laws.

E. The City of Milwaukee shall be named as an additional insured under the insurance policy protecting the contractor performing the demolition and the contractor shall agree to hold the City harmless in the event of damage to abutting property.

F. Other restrictions or requirements:
1. Hours for blasting will be limited as arranged with Mr. Kurt Manke.
2. Blasting mats shall be used to completely cover the piers with 2 foot overlap at each side.
3. Furnish air curtains to minimize effect of "water hammer" action against exposures immediately adjacent to the piers being removed.
4. No blasting will be allowed adjacent to poured in place concrete less than 28 days old.

21. APPROACH WORK: N. Plankinton to Station 2 + 91 and Station 5 + 36 to N. Water St., Branch I - Project C.

1. All approach work shall be constructed in accordance with the City of Milwaukee Street Construction Specifications dated January 1, 1968, addenda dated September 1, 1974 and the following changes:

a. The second paragraph of section 6.5.5 Rolling is to read as follows:

A steel-wheel power roller weighing not less than 10 tons shall be used for all rolling operations except that after September 1st and prior to June 1st the second rolling shall be made with a pneumatic-tire roller. At least two power rollers shall be in use at all times unless otherwise directed by the Commissioner.

b. Add the following to the second paragraph of Section 10.3.4.3 Coarse Aggregate.

For asphalt base and asphalt binder it shall consist of material produced from crushing, hard tough, durable, sound limestone, dolomite ledge rock or natural gravel.

c. Delete the following from the first sentence of Section 10.3.6.1 Plant requirements.

"and shall be located within the limits of the City of Milwaukee"

d. The last paragraph of Section 10.3.6.2 Composition of Asphalt Paving Mixtures is to read as follows:

The composition of the different items of construction shall meet gradation and asphalt requirements of Table 12 except that when crushed gravel is used for the asphalt base and asphalt binder the percentage passing the No. 200 sieve shall be 3 to 12 percent.

2. The concrete for the concrete walks, driveways, and curb and gutter shall contain only No. 1 coarse aggregate.

3. Vehicular access shall be provided at all times to the parking structure on the south side of W. Michigan St. to the Marine Bank Building loading dock in the north side of E. Michigan St., and to the Gimbels inner loading dock on the north side of W. Michigan St. In addition access to the Gimbel's outer docks on the north side of W. Michigan St. shall be maintained at all times except when the concrete approaches to the outer dock is under construction. Vehicular access shall also be provided for the surface parking lot on the south side of W. Michigan St. of N. Plankinton Ave.

   All of the above may require the use of high early strength concrete, removal and replacement on a Friday or other means necessary to allow access. Any costs shall be included in the price bid for the construction items.

22. SEWER WORK under Branch I, Project D including Steel Sewer Pipe. Items 90008 and 90009 The work under this item shall be in accordance with the requirements of the City of Milwaukee Sewer Specifications. All steel pipe shall be coated both inside and out with coal-tar epoxy. Minimum thickness for steel pipe shall be 3/8 inch.

    Backfill material shall be granular backfill (compacted) and the cost thereof shall be included under the price bid for granular backfill (Item 20901).

23. CONCRETE IDENTIFICATION STAMPING The contractor shall stamp all ends of monolithic Portland Cement Concrete surfaces with a stamp bearing his name and the year of construction. All lettering shall be 2-inch.

    The cost of this work shall be considered to be included in the unit bid prices for other Portland Cement Concrete items and no additional payment will be made.

24. CONCRETE MASONRY High-Early-Strength Concrete may be used on grade approachs at the driveways to facilitate early use when approved in writing by the engineer.

    All inside and outside exposed faces at the Bridge Operator's House shall be given a Rubbed Surface Finish above elevation + 4.00.

    Also, all other concrete surfaces on both Pier No. 1 and Pier No. 2 shall be given a Rubbed Surface Finish above elevation + 4.00.

25. SPECIALTY ITEMS Bid items under this contract that shall be considered Specialty Items within the terms of Subsection 108.1 of the standard

specifications are as follows:

1. Item 90002 (Branch 2) - Electrical Work
2. Item 90003 (Branch 3) - Hydraulic Equipment
3. Item 90004 (Branch 2) - Heating
4. Item 90005 (Branch 4) - Plumbing
5. Item 90006 (Branch 1) - Machinery

26. REMOVING PAVEMENT The work under the item of Removing Pavement will be measured in accordance with the provisions of Subsection 204.3 of the standard specifications, except that no deductions will be made in measurement of this item for any holes, trenches, cuts, or openings, located within the limits of the existing pavement, the area of which is three square yards or less.

    The item Removing Pavement shall include the removal and satisfactory disposal of street car rails, ties and such track fixtures as may be found within the area of pavement removal in Michigan Street.

27. REMOVING CONCRETE SIDEWALK Item 20406 This item shall include all sidewalk to be removed as shown on the paving plans, Drawings No. 77 and 78 and also to include sidewalk removed adjacent to the bridge structure as shown on Drawings No. 22 thru 25.

28. REMOVING BITUMINOUS SURFACE Only that bituminous surfacing removed from rigid bases will be measured for payment.

29. REMOVING OLD BRIDGE - Station 4 + 01 The work under this item shall consist of removing and disposing of the existing Michigan Street Bridge in accordance with Section 203 of the standard specifications and as follows:

    The lump sum price bid for this item shall include the following work:

    Removal of the existing bridge, bridge houses, piers, piles and alterations to the existing abutments as shown on the plans. Existing west abutment to remain except for alterations. Existing east abutment to be removed as shown on the drawings.

    The contractor shall carefully dismantle and store on the project right of way for disposal by the engineer to the City the following items:

    a. Main Circuit Breakers
    b. 4-Centrifugal pit pumps from pits
    c. Existing bridge plaques
    d. Main Drive Motors
    e. 2 Control Cabinets (Street Car Type)
    f. 2 Brake Handles and Staffs
    g. 1 Lock Handle and Staffs
    h. 2 Bridgehouse Bells (to be converted to elect. oper.)
    i. 2 Red Signal Balls and Staffs
    j. 2 Oil Space Heaters and 2 Oil Tanks

k. 2 Intercom Telephones
l. 1 Telephone
m. 4 Electric Pit Heaters
n. 4 Traffic Gate Housings with Bells, Lights and Gate Arms
o. 4 Stop Light Standards
p. 4 Spur Gears - Pitch Dia. 47-3/4"; 50 Teeth; 9" Face
q. 2 Spur Gears - Pitch Dia. 47-3/4"; 60 Teeth; 7½" Face
r. 4 Spur Gears - Pitch Dia. 54-7/8"; 46 Teeth; 8" Face
s. 2 Pinion Gears - Pitch Dia. 10-3/8; 13 Teeth; 7½" Face
t. 4 Pinion Gears - Pitch Dia. 22-15/16"; 16 Teeth; 12" Face

30. ADJUSTING MANHOLE AND INLET COVERS - ITEM 61182 The work under this item shall be in accordance with the pertinent provisions of Chapter 9.6.0 of City of Milwaukee Street Construction Specifications.

All City of Milwaukee sanitary sewer manholes, storm sewer manholes and inlets shall be adjusted by the contractor as shown by the contract plan or directed by the engineer in the field.

31. BITUMINOUS MATERIAL Refer to City of Milwaukee Street Construction Specifications. Bituminous material for bituminous concrete pavement shall comply with Table 9 or 9A in the penetration range 85-100.

32. AGGREGATES FOR BITUMINOUS CONCRETE PAVEMENT The gradation of aggregates for surface course shall conform to the requirements of Table 12. Bituminous concrete fill on lift span shall be placed in one course with ¼ inch maximum size aggregate. Finish rolled surface to be 1/8 inch above surrounding grades.

33. NON-BITUMINOUS JOINT SEALER This work shall consist of furnishing and applying grey non-bituminous joint sealer in joints as shown on the plans and as specified herein.

Non-bituminous joint sealer shall comply with the requirements of Federal Specification TT-S-230a dated May 5, 1967. Type II sealer shall be used in all joints.

A certificate of compliance (manufacturer's certification) to the effect that the material furnished complies with the specified requirements for the item shall be submitted to the engineer in triplicate and acceptance of the material shall be obtained before installation in the work is permitted.

The cost of furnishing and placing non-bituminous joint sealer shall be considered as included in the price bid for concrete work and no additional or extra compensation will be allowed.

34. ANCHOR RODS The contractor shall furnish and install the anchor rods complete with turnbuckles, washers, nuts, bolts, pipe sleeve, etc., as required to anchor the abutment steel sheet piling to the deadman as

shown on the plans and according to Section 506 of the standard specifications and the following:

The material for the anchors shall be:

Anchor rods	ASTM A36
Bolts	ASTM A307-Grade B
Turnbuckles forged	SAE C-1035

The rods shall be straight and furnished full length with turnbuckles. The washers shall be square cut, four (4) times the diameter of the bolt or rod in size, and one-half (1/2) the diameter of the bolt or anchor rod in thickness. The diameter of the hole in plate washer shall not exceed the diameter of the rod by more than 1/16 inch. The rods shall be carefully installed and the nuts for same properly tightened to provide as nearly as possible equal tension in each rod and to secure perfect alignment of the steel sheet piling. Pipe sleeves shall be used at the concrete anchor. All rods shall be upset at each end.

In lieu of the requirements of Subsection 506.3.32 of the standard specifications the anchor rod system shall receive a protective bitumastic coating as follows:

1. The anchor rods, bolts, nuts, washers, etc. shall be cleaned and shop coated with Koppers Bitumastic Mill Undercoat, or similar coating as manufactured by Reilly Tar and Chemical Co., Indianapolis, Indiana, or an approved equal.

2. After erection, the anchor rod system shall be cleaned and given two coats of Koppers Bitumastic No. 50 or similar coating as manufactured by Reilly Tar & Chemical, or an approved equal, in accordance with the manufacturer's recommendations.

3. That area of the anchor rod which passes through the existing abutments shall be cleaned and given two coats of Koppers Bitumastic No. 50 or similar coating, prior to inserting the rod through the abutment.

Basis of Payment The anchor rods shall be paid for as a part of Structural Carbon Steel, Item 50601. The bitumastic protective coating shall not be paid for directly, but shall be considered incidental to the work of Structural Carbon Steel.

35. BRIDGE OPERATOR'S HOUSE ITEM 90001 Scope of Work The contractor shall furnish all labor, materials, and tools required for the satisfactory completion of the bridge operator's house in accordance with the drawings, and as set forth in these specifications.

The work embraces the following items:

a. Signal Ball
b. Carpenter Work
c. Precast Concrete Window Sills
d. Masonry
e. Precast Exposed Aggregate Panels

f. Paint and Painting
g. Windows
h. Hollow Metal Frames
i. Hollow Metal Doors
j. Ceiling Scuttle
k. Caulking
l. Terne Metal Roof
m. Insulation
n. Plaster
o. Name Plate

a. Signal Ball The contractor shall furnish and install a 16" diameter Signal Ball as indicated on the plan, complete with staff, disappearing device, chains, pulleys, etc. The ball shall be made in 16 segments of galvanized iron of gauge as shown on the plan. The 2" diameter pipe on which the ball slides shall be brass and the exterior fastenings for this pipe shall be stainless steel. The ball capping this pipe shall be of cast bronze enclosing a pulley. The ball shall be given one prime coat and two finish coats of rust inhibitive oil base paint as manufactured by Rustoleum, Pittsburgh Paint Co., or Sherwin Williams. Colors to be equal to Rustoleum #678 primer and #1210 gloss finish coat.

b. Carpenter Work The contractor shall provide and install all rough and finish lumber of every description for the superstructure of the bridge operator's house. All dimension lumber shall be surfaced 4 sides No. 2 Douglas Fir conforming to WWPA 1970 standard grading rules for structural light framing. Plywood roof sheating and facia shall be C-C EXT-DEPA grade or better.

Soffits for the roof overhang shall be 3/8" B-D EXT-DEPA grade or better. Furring strips shall be placed continuously at each end of the soffits. Fasten panels with 5d galvanized box nails spaced about 4" o.c. at edges and 6" o.d. at intermediate rafters. Never nail closer than ½" from edges. The panels shall be installed level and true to plane and free from warp and twist.

Roof insulation shall be 6" thick fiberglas building insulation which complies with Federal Specification HH-1-5210, Type II (Kraft-faced).

Preservative Treatment All lumber and exterior plywood used in the operator's house shall be field treated with one heavy saturating brush coat of pentachloraphenol conforming to Federal Specifications TT-W-570 mixed in a clean non-discolorating penetrating oil which will yield a paintable surface on drying.

c. Precast Concrete Window Sills The contractor shall furnish and install the concrete window sills and banding around the entire perimeter of the control room. The sills shall be poured to the contour of the house including straight sills and curved sills. The materials shall conform to Federal Specification SS-S-721, Type I. Concrete shall consist of ½" maximum coarse aggregate with a minimum compressive strength of 3000 p.s.i. Reinforcement shall conform to Federal Specification QQ-B-71A, Type B, Grade 2, 3, 4, or 5 and deformation shall conform to ASTM Standards A305. The ends shall be roughened for bond. Precast concrete shall have an absorption of not more than 10% by weight after

immersion in water 48 hours. Sills shall be sand aggregate with clean, sharp edges, simulating cut stone. Slots shall be provided in sills for masonry anchors. Lug type anchors for installing same shall also be provided. All bed and vertical joints shall be ¼" in width. Shop drawings shall be submitted for approval.

d. Masonry The contractor shall furnish whole and merchantable materials of the type and quality specified. The manufacturer's name and catalog number or specification shall be included with each material to establish quality, type and operating characteristics.

Concrete Brick shall conform to the requirements of ASTM C55, Grade N, Type I.

Hollow Concrete Building Units shall be heavy load bearing block conforming to ASTM C90-70, Grade N and shall be whole and merchantable, Modular Size, 7 5/8" x 15 5/8" actual size and shall be made from Portland Cement and sand, gravel or crushed stone aggregate.

Special blocks shall be provided for all corners, curves, piers, jambs, lintels, etc.

Lintel blocks shall be provided for all damper and duct openings.

All building units shall be at least 90 days old before being incorporated into the work. The contractor shall furnish the engineer a certification of age and composition of the building units before they may be built in.

Quarry Tile Stools for window sills shall be standard grade with corrugated back 3/4" thick by 6" square with molded nosing. Color to be similar to American Olean Company, -UMBER

Mortar Mortar for masonry shall conform to ASTM 270-71 - Portland Cement, except white, shall be ASTM C150, Type I.

Use Type S for block and brick masonry

Use Type N with white Portland Cement ASTM-C91 for joints and beds adjoining sill, pointing, and quarry tile.

Pointing mortar shall be mixed in small batches by hand.

Mortar shall be mixed according to Subsection 518.2.3 of the standard specifications.

Wall Reinforcement shall be continuous trussed assembly of high tensile steel ASTM A-82, with 3/16 inch diameter deformed side rods and No. 9 gauge diagonal cross rods with all joints butt-welded and the assembly galvanized. Widths shall be standard for wall thickness.

The Concrete Block shall be laid in running bond unless shown otherwise, with beds and joints approximately 3/8" wide with vertical joints.

Joints and beds for standard blocks shall be completely full in face and cross shells.

Joints and beds shall be completely filled.

Each course shall be bonded at corners and intersections with dovetail anchors.

Wall reinforcement shall be laid in full mortar embedment every second course.

Jamb blocks shall be completely filled with mortar for entire height at all openings.

For openings where lintels are not detailed, such as duct openings, use lintel block filled with concrete with a minimum of 2 -#5 reinforcing bars. Minimum bearing to be 8 inches. Support firmly during construction.

All block requiring curing, trimming or mitering shall be saw-cut to provide perfect joints.

Lay up brick work plumb and true to line, level and face in modular dimensions and work out to openings and details. There shall be no split courses.

Concrete brick shall be used for all work inside operator's house.

Brick shall be placed into full beds and joints, fill all interstices, and header at every 6th course.

All brick shall be laid in common running bond unless shown otherwise, with beds and joints approximately 3/8" wide with vertical joints plumb. Joints shall be tooled concave.

Joints shall be pointed up when wall is built.

Masonry anchors and dowels shall be built in as required for pre-cast panel setting.

The back of precast sills and panels shall be pargated with setting mortar.

e. Precast Exposed Aggregate Panels The contractor shall furnish and install precast exposed aggregate panels as shown on the drawings and as specified herein.

Materials Cement shall be High Early Strength Type III conforming to ASTM C-150 as amended to date.

Clean water, free from injurious amounts of oils, alkalies, organic materials and other deleterious substances shall be used.

Except for gradation, the structural concrete aggregate shall conform to ASTM C-33. The maximum size of aggregate shall pass a 3/4" screen.

Air-entraining agents shall conform to Subsection 501.3.3 of the standard specifications. Concrete shall contain not less than 3% or more than 4 ½% entrained air.

Aggregate for panel facing shall be granite or quartz. Color, type or aggregate, gradation, percent of each type, and exposure shall be approved

by the engineer.

Reinforcing bars shall conform to ASTM A-305. Welded wire mesh shall be 6" x 6", 8/8 or 4" x 4", 10/10 complying with ASTM A-185.

Fabrication Panels shall be factory cast, indoor, for maximum quality control.

The panels shall be cast in horizontal forms of rigid construction which are straight, square, true and designed for a close control of dimensions and details as shown on the drawings.

Reinforcing shall be placed as required complete with inserts.

Dovetail anchor slots, 20 gauge galvanized steel shall be cast in the back side of the panels at about 24" c/c vertically or two per panel. The contractor shall install a minimum of 4 dovetail anchors per panel.

Structural concrete shall have proportion of cement, aggregate and water which will attain a minimum test cylinder strength of 4000 p.s.i., cube strength 7000 p.s.i. at 28 days.

Slump shall be maintained constant and in the range between 2" and 3½".

The minimum amount of water necessary for good manufacture shall be used, but not more than 5 gallons per bag of cement.

Moisture absorption of finished panel shall not exceed 6%.

Facing shall be of a minimum 1" thickness.

Facing concrete shall be worked into corners, around reinforcements, inserts, etc., and thoroughly vibrated to insure proper consolidation. As soon as practicable after casting, the aggregate in the exterior exposed surfaces of the panel shall be exposed by means of chemical retarders, brushed, or other approved means. All exposed surfaces at window jambs shall be exposed aggregate.

After casting, panels shall be cured with wet burlap, approved curing membrane, or other approved means.

Panels shall be removed from forms within sixteen to twenty-four hours after casting.

Moist or steam curing shall be maintained for a minimum of 48 hours after the removal from forms.

Four percent silicone waterproofing agent shall be applied to exterior surfaces.

Finished returns at window jambs shall be provided. Panels shall be 2" thick.

Casting, bowing, warpage and dimension tolerances shall be maintained in accordance with the following schedule:

1. Overall dimension (height and width) plus 0.05% of panel dimension or minus 0.10% of panel dimension.
2. Thickness: plus or minus 1/8".
3. Insert Location: plus or minus 1/4".
4. Bowing or warpage: Where supplemental anchorage is furnished - 1/360 span. Where no supplemental anchorage is required - 1/240 span.
5. Edges will be square and true to the physical limits of the panel.
6. Provide 1/4" joints between panel's and adjacent cut stones. Patching of panels will not be allowed.

Shop Drawings Shop and setting drawings shall be submitted for approval, along with samples of wall panels. The dimensions and section of the various pieces shall be shown in detail.

Installation Panels shall be laid up and pargeted.

Pointing mortar shall be Type N with white Portland Cement.

f. Painting This work covers all items necessary for, or incidental to, executing and completing and painting and related work in the Operator's House. The work includes painting all walls, ceiling, and ducts in the control, utility and equipment rooms, painting all hollow metal doors and frames, painting the soffit, and sealing concrete floors and stair treads.

At least 30 days prior to painting, the contractor shall submit to the engineer for approval, the branch names and manufacturer's name of each paint product he intends to use. For descriptive purposes only and to establish a standard of quality, Pittsburgh Plate Glass Company's products are described, but the best grade products of similar type made by Pratt and Lambert, DuPont, or an approved equal will be accepted.

The workmanship shall be of the very best, all materials evenly spread and smoothly flowed on without runs or sags. Upon completion, any damaged finish shall be touched up, restored, and left in good condition. The top and bottom edges of metal doors shall be painted one coat. Paint shall not be applied in rainy, damp weather, nor until the surface has thoroughly dried from the effects of such weather. Paint shall not be applied when the temperature is below 50° F. The types and brands of paint or other finish shall be as follows:

1. Concrete and Concrete Block
   One coat Speedhide Quick-Drying Emulsion Sealer (6-2).
   One coat Speedhide Interior Flat Emulsion Wall Paint.
   Color Equal to Pittsburgh's #21 Desert Sand
2. Galvanized Ducts
   One coat Speedhide Semi-Gloss Enamel; color equal to Pittsburgh's #21 Desert Sand.
3. Hollow Metal Doors and Frames
   Two coats Speedhide Exterior or Interior Gloss Enamel; color equal to Pittsburgh's D618 Morocco Brown.
4. Interior Plaster Ceilings and Walls
   One coat of alkali resistant primer and two coats of Alkyd flat wall paint. Color - Pittsburgh's #21 Desert Sand.

5. Exterior Soffit
Exterior soffit shall be painted with sunproof house paint. One coat of prime and two coats of linseed oil base, color equal to Pittsburgh #D21 Desert Sand

6. Floors
Seal with two coats of sealer conforming to ASTM-C-309, applied in accordance with the manufacturer's instructions.

g. Control Room Windows The windows of the control room shall be extruded aluminum horizontal sliding windows equal to those manufactured by the Peterson Window Corporation, Ferndale, Michigan, or approved equal. They shall be furnished and installed complete with screens, all hardware, glazing strips, springs, anchors and weatherstrips.

All aluminum shall be of 6063-T5 alloy with a minimum thickness of 0.062" in primary sections and 0.080" in sill sections. Exposed screws, axles, etc., shall be stainless steel, 18-8. Finish shall be equal to Duranodic - dark bronze.

The windows shall consist of one or two fixed sash and one sliding sash, the frame and fixed sash being integral, the sliding sash to be removable for washing.

Mullion covers shall be provided at columns.

Screens Screens shall be furnished and installed and consist of a rewirable type aluminum frame and aluminum screening.

Glazing All windows shall be glazed with ½" insulating glass and an acceptable aluminum base caulking compound applied between the flange and double strength glass along with the glazing strips and springs furnished with the window.

Setting, Anchoring and Shop Drawings The sash shall be set into and against corner posts and masonry as shown on drawings, and the contractor shall securely integrate and anchor the sash to the surrounds. Shop drawings shall be submitted for approval showing method and means of such anchorage:

h. Hollow Metal Frames The contractor shall furnish and install all hollow metal frames and incidentals as shown on the plan and as specified herein.

Gauge of Frames and Rough Buck 14 Gauge.

Materials Steel for hollow metal work shall be the best quality open hearth steel furniture stock, full pickeled, full cold rolled, double annealed, patent leveled, free from scale, pits or pitting, surface defects.

Entrance Doors Piers 1 and 2. The rough buck and cabinet jamb shall be as shown. The rough buck shall be anchored to the concrete with 2 unit expansion anchors.

Construction All materials shall be shop assembled for proper field fit with surfaces free from warp, wave, buckle or other defects with square corners of angles. Members shall be set in alignment, true to

plane and out of wind and with mitered corners. Connections and reinforcement shall be welded and surfaces dressed smooth.

Finish hardware shall be fitted in the shop according to templates, with provisions for proper sinkage and mortises according to template so that hardware will fit neatly into depressions and finish flush. Finish hardware shall be drilled and tapped in the shop.

Weather Stripping The contractor shall furnish and install door weatherstripping as manufactured by Zero Weather Stripping Company, Bronx, New York, or Pemko Manufacturing Company, Emeryville, California, or approved equal.

A. Jamb and Head
   Zero #50 Bronze
   Pemko #350 BR

B. Sill
   Zero #39 Bronze
   Pemko #315 BN

Reinforcement At hinges and lock locations 3/16" concealed bar shall be spot-welded to inner surface of jambs. Butts 8" or longer shall be reinforced. Back of hardware cutouts and tapped reinforcement shall be protected with metal plaster guards welded to frame back. Lateral stiffeners shall be provided in openings over 42" wide. Temporary spreaders shall be provided as required.

Painting Frames shall be free from scale, rust, rough spots. A shop coat of rust inhibitive primer shall be applied before shipment. The contractor shall do touch-up and the two coats of field painting.

i. Hollow Metal Doors The contractor shall furnish and install all doors, hardware, paint, etc., as shown on the plan and as specified herein.

Shop Drawings The contractor shall submit shop drawings to the engineer for work specified herein for approval. All work shall be in conformance with the approved drawings.

Construction All doors, 1 3/4" thick, constructed in accordance with requirements of Underwriters' Laboratories, and shall bear their label.

All doors shall be constructed from 14 gauge cold-rolled stretcher leveled steel sheets with formed edges to make mated pans. Seams shall be welded. Door inside shall be reinforced with 18 gauge channels or Zee Bars properly spaced.

Both door edges at joints shall be reinforced full height with a 10 gauge continuous strip as backup. Offset shall be completely welded and finished flush.

Doors shall be made free of metallic ring and filled with asbestos.

All doors shall be Type F. (See drawing No. 37)

Hardware and Reinforcements Doors shall be mortised, reinforced (10 gauge) drilled and tapped for mortise type hardware in accordance with templates or physical hardware furnished by the hardware manufacturer. Reinforcement plates shall be provided for all types of surface applied hardware. All drilling and tapping shall be done in the field for such items as closers, stops, escutheons, kick plates, etc. All finish hardware shall be applied in the field.

Shop Finish After assembly, all doors shall be thoroughly cleaned and finished. All welds and joints shall be ground smooth and filled flush with mineral filler so as to conceal all seams.

Doors shall receive two coats of a light gray, zinc chromate, rust inhibitive primer baked on and two coats of required field painting.

Locks and Latches Passage latch for all doors shall be Schlage "D" line D10-S, Plymouth Design, or similar type, and quality as manufactured by Sargent, Eaton, or an approved equal. The trim shall be bronze. The backset shall be 2 3/4" for all latches.

Locks will be furnished and installed by the City of Milwaukee.

Butt Hinges Butt hinges shall be Stanley Ball Bearing, Hager, or an approved equal. There shall be three 5" x 5" butt hinges per door of the nonrising loose pin flat bottom tip type.

Door Butt Legend Exterior Doors - BB-193.

Thresholds The thresholds shall be architectural bronze, 3 3/4" x 1/2".

Door Closers Door Closers shall be as manufactured by LCN Closers, Inc., Sargent, Ruswin, or an approved equal, and of proper size as described in manufacturer's schedule of sizes. Where parallel arm or weather strip is specified, closers shall be one size larger than manufacturer's recommendations. Where parallel arm or weather strip is specified, closers shall have key adjusting device. The contractor shall furnish two (2) adjusting keys. Door closers shall be mounted to provide maximum opening permitted by building construction or equipment. All door closers shall be similar in design and appearance and so far as possible of one manufacturer. Closers with fusable link arms mounted on a bracket shall be furnished with "Filler Strips". Door closers are required for operator's house. Closer is not required for door at Pier 1.

j. Ceiling Scuttle The contractor shall furnish and place a steel access door in ceiling of control room. It shall be Milcor Style M (20" x 30") or equal. Paint with two coats as per ceiling.

k. Caulking The contractor shall furnish and place all the caulking shown on the plan and specified herein.

Joints between mullion and sash
Joints between sash and soffit
Joints between sash and exposed aggregate panels
Joints between door frames and rough opening

Joints between soffit and vent grilles
Door saddles
Concrete to concrete joints

Preparatory Work Joints to be caulked shall be free of mortar and other foreign matter. Joints to be caulked between masonry units, shall have the mortar raked out at least 3/4" deep from finished surface and leave clean.

Sides of joints to be caulked shall be primed.

Materials

(1) Primer shall be a type as recommended by caulking manufacturer, used as it comes from container and applied with a brush.
(2) Caulking shall be one component polysulfide polymer sealant as manufactured by Pecara, Inc., A. C. Horn Co., Tremco Manufacturing Co. or an approved equal, dark brown in color and of a consistency suitable for use with gun without paint finish.

The joints shall be made waterproof and they shall be pointed with a beading tool.

1. Terne Metal Roof The contractor shall furnish all the labor and materials to place a Terne Metal Roof on the Bridge Operator's House including the following:

Materials

(1) Gauge of Steel
Roofing Sheets - IX gauge painted on two sides.

(2) Tin Coating
a. Weight of coating shall be 40#.
b. Coating shall be made of pure block tin and lead, and it shall be evenly distributed over the sheets.
c. Finish of coating shall be oil.

(3) Paper
Cover all roof under ternes with rosin-sized paper.

(4) Paint for Terne Roof
a. Prime coat for both sides of ternes shall be made of red lead, mixed with pure linseed oils, at least 40% of which is kettle boiled.
b. Finishing coats shall be the same paint used for structural carbon steel.
c. Color equal to Pittsburgh's D618 Morocco Brown.

(5) Solder
a. ASTM B-32, 50% pig lead, 50% block tin.
b. Flux: Rosin only shall be used as flux for soldering.

Installation All surfaces to receive roofing ternes shall be covered with rosin-sized paper, lapping all seams a minimum of 2" and nailing securely.

Sheets 20" wide shall be laid flat, soldered on all flat seams, locked with a standing seam and each sheet notched and edged 1½" and 1¼".

Sheets shall be laid the narrow way, and each shall be secured to the roof with cleats 8" on center on the long sides and 1 cleat on the short side. Cleats shall be 1½" wide and hooked over the edge and nailed to the roof with two nails to each cleat. All seams should be hammered smooth and locked carefully.

Tests Tests for leaks, proper operation, expansion, etc. shall be made by the contractor in the presence of the engineer.

m. Insulation

a. Exterior insulation under equipment room shall be 2" plastic foam insulation board, Federal Specification HH-1-524a, Type II, Class B, installed as recommended by the manufacturer.

b. Inside operator's house rigid thermal insulation to be 2 inch thick styrofoam I.B. brand insulation or equal. Insulation to have min. compressive strength of 20 p.s.i. and max. water absorption of 0.1% by volume.

Do not install insulation on concrete surfaces when outdoor temperature is 32° or below.

Use only styrofoam brand mastic #11 for bonding foam and non-absorbent surfaces such as concrete, metal, brick, etc.

Remove all fins, projections, and other loose material on concrete surfaces after removal of forms. Wipe surfaces clean. Before installation of insulation attach nailer strips the same thickness as insulation to wall surfaces where required for subsequent attachment of mouldings, trim, base, cabinets, wall fixtures, etc. Use mechanical fasteners or styrofoam brand mastic #11 applied to back of wood nailer in beads or spots 6 inch on center.

After surface has been prepared, adhere rigid insulation to walls in a horizontal position, closely butted and with vertical joints staggered. At curved walls cut insulation in narrow strips and mitre joints for tight solid fit.

n. Plaster Plaster shall be inorganic Portland cement based plaster coating (KB-200) as manufactured by C. E. Kaiser Co. (and furnished by Sprinkmann Sons) or approved equal.

Color - White
Mixing - Mix with water only to a smooth trowelable paste.
Cov. - Approx. 1 sq. ft. per pound applied 3/16 inch thick.
Temperature - Use above 50° F.
Working time - Approx. 1 to 2 hours.
Finish - Smooth trowel finish.
Accessories - Provide corner, casing, etc., beads as shown on drawings or as required.

o. Michigan Street Name Plate One name plate for the City of Milwaukee

shall be furnished and installed per plan and shall have the same composition as required in Section 506.2.4.2 of the standard specifications.

Method of Measurement Bridge Operator's House, Item 90001, will be measured as a single complete unit of work.

Basis of Payment This item measured as provided above, will be paid for at the contract lump sum price for Bridge Operator's House, which price shall be full compensation for furnishing all materials, and for all labor, tools, equipment, and incidentals necessary to complete the work in accordance with the contract.

36. STEEL TUBE RAILING, TYPE A, ITEM 51330 and STEEL PIPE RAIL, TYPE B, ITEM 51320 The work under these items shall be in accordance with the plans and Section 513 of the standard specifications except as herein modified.

Method of Measurement The railing shall be measured by the linear foot as shown on the approved shop drawings and incorporated in the work according to the contract.

Basis of Payment The railing, measured as provided above, shall be paid for at the contract unit price per linear foot, which price shall be payment in full for furnishing, fabricating, transporting and erecting the railing, for painting railing; for furnishing and placing the anchor bolts; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work in accordance with the contract.

37. STEEL TUBE RAILING, TYPE C, ITEM 51331 The work under this item shall be in accordance with the plans and Section 513 of the standard specifications.

Method of Measurement The railing shall be paid for as a lump sum item and as shown on the approved shop drawings and incorporated in the work according to the contract.

Basis of Payment The item, measured as provided above, shall be paid for at the contract lump sum price for steel tube railing, type C, which price shall be payment in full for furnishing, fabricating, transporting and erecting the railing; for furnishing and placing anchor bolts and brackets; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work in accordance with the contract.

38. ALUMINUM CIRCULAR RAILING, TYPE D - ITEM 51321 The work under this item shall be in accordance with the plans and Section 513 of the standard specifications except as herein modified.

Method of Measurement The railing shall be paid for as a lump sum item and as shown on the approved shop drawings and incorporated in the work according to the contract.

Basis of Payment The item, measured as provided above, shall be paid for at the contract lump sum price for aluminum circular railing, Type D, which price shall be payment in full for furnishing, fabricating, transporting and erecting the railing; for furnishing and placing anchor bolts

and brackets, and for furnishing all labor, tools, equipment and incidentals necessary to complete the work in accordance with the contract.

39. TWO AND ONE-HALF (2-1/2) INCH OPEN STEEL GRID FLOOR - ITEM 51503 The work under this item shall be in accordance with Section 515 of the standard specifications and the following:

The Grid Floor shall be made of alternate straight or carrying bars and shallower bent or bracing bars (arranged on edge with all top edges flush so as to present a level, smooth surface for traffic) the latter to be securely riveted at 5" intervals along the former.

Carrying bars shall be 2-1/2" x 1/4" and crimped bars shall be 1-1/2" x 3/16" ASTM A 36 copper bearing steel (.20% min. copper). Rivets shall be of 3/8" diameter, cold-driven.

The angle between the straight and bracing bars shall be between 60 and 80 degrees. No decking bar may be at right angles to the direction of traffic, nor shall there be any sharp angles that may damage automobile tires.

The decking shall be furnished in units fabricated in such manner as to permit end-splicing and side-splicing together on the job, so as to form one continuous pavement free from joints and of uniform pattern for the length and width of the roadway.

In order to protect any long projecting ends of bars which may form the splices, from damage in shipment, they shall be properly banded, boxed or reinforced in some suitable manner.

The field splice shall be made with 3/8" diameter cold-driven pointed rivets so disposed as to be headed by a tool operated from the top surface and without the use of a scaffold.

The completed splice shall show at least 115% of the strength of the unspliced portion in actual test by a recognized laboratory. A certified copy of such test shall be submitted to the engineer.

Straight bars, at point of splice, shall overlap at least 5-1/2" and these overlaps shall be fastened together with at least three 3/8" cold-driven rivets.

The decking shall be designed to support HS-20 loading with 30% allowance for impact on an 18" span.

The decking shall be installed with the straight bars running parallel to the direction of traffic.

The steel grating shall be welded to every steel joist at every 4th bar. Welds shall be staggered.

Weight of decking, including splices, shall not exceed 17.6 pounds per square foot.

Workmanship shall be perfect in every way - rivets shall be driven home

tightly and with proper heading, reticulin bars shall make perfect contact with adjoining straight bars for a distance of at least 9/16" on both sides of rivet centers, and top edges of all bars shall be perfectly flush.

Method of Measurement Two and one-half inch open steel grid floor will be measured by the square foot complete in place, and the quantity thereof to be paid for shall be the summation of square feet of steel grid floors completed and accepted in accordance with the contract.

Basis of Payment The quantity of steel grid floors, measured as provided above, will be paid for at the contract unit price per square foot for two and one-half open steel grid floor, which price shall be full compensation for fabricating and furnishing the steel grid floor , for erecting, welding, placing and for furnishing all equipment, tools, labor, and incidentals necessary to complete the work in accordance with the contract.

40. ONE INCH OPEN STEEL GRID FLOOR - ITEM 51502 This item shall be in accordance with the pertinent requirements of Section 515 of the standard specifications except as herein modified.

Method of Measurement One inch open steel grid floor will be measured by the square foot complete in place, and the quantity thereof to be paid for shall be the summation of square feet of steel grid floors completed and accepted in accordance with the contract.

Basis of Payment The quantity of steel grid floors, measured as provided above, will be paid for at the contract unit price per square foot for one inch open steel grid floor, which price shall be full compensation for fabricating and furnishing the steel grid floor, for erecting, welding, placing and for furnishing all equipment, tools, labor, and incidentals necessary to complete the work in accordance with the contract.

41. ALUMINUM FLOOR PLATES - ITEM 90007 This work shall consist of furnishing and placing aluminum floor plates in accordance with the plans and these specifications.

The contractor shall install 3/8" aluminum checkered plate, C-102, alloy 6061-T6 as shown on the plans.

Method of Measurement Aluminum Floor Plates shall be paid for by the lump sum, completed and accepted in accordance with the contract.

Basis of Payment This item, measured as provided above, will be paid for at the contract lump sum price for Aluminum Floor Plates which price shall be payment in full for furnishing aluminum floor plates, paint, nuts, bolts, washers and for furnishing all equipment, tools, labor materials, and incidentals necessary to complete the work in accordance with the contract.

42. SKID-RESISTANT WEARING SURFACE FOR ALUMINUM FLOOR PLATES - ITEM 90010

a. Clean surface with "Oakite 31", 10% by volume acid etch as

manufactured by Oakite Products Inc. Rinse with water and brush to remove aluminum oxide. Dry surface before applying epoxy adhesive.

b. Apply one coat of Sika Chemical Corporation "Sikadur Lo-Mod" epoxy adhesive at about 50 to 60 square feet per gallon as soon as possible after cleaning and drying to prevent surface from re-oxidizing.

c. Broad cast into and thoroughly cover the still-wet epoxy coated surface with "Eau-Claire Red Flint Aggregate" at a uniform rate of 2 pounds per square foot. Sweep off excess aggregate and reclaim after initial cure.

d. Protect surface from pedestrian traffic a minimum of 8 hours or as directed.

e. Application of materials shall be in accordance with manufacturer's recommendations.

Method of Measurement The skid-resistant wearing surface will be measured by the square foot coverage in place and the quantity thereof to be paid for shall be the summation of square feet of coverage completed and accepted in accordance with the contract.

Basis of Payment This item, measured as provided above, will be paid for at the contract unit price per square foot for skid-resistant wearing surface which price shall be payment in full for furnishing all the materials, for all transporting, handling and placing all materials, and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

43. STEEL PILING, DELIVERED AND DRIVEN Item 51120 (HP8 x 36) and item 51122 (HP 12 x 53). This item of work shall be performed in accordance with Section 511 of the standard specifications except as hereinafter revised or supplemented.

All steel bearing piles shall be driven to capacity called for by a pile driver equipped with a vulcan No. 1 or a super Vulcan hammer size 5,000 developing a minimum energy of 15,100 ft. lbs. or a pile hammer of approved equivalent capacity.

Adequate steam pressure must be maintained for the hammer to operate at its rated striking energy.

Method of Measurement Steel sheet piling delivered and driven shall be measured by the square foot, and the quantity to be paid for shall be that which is obtained by multiplying the length of the wall indicated on the plans by the length of the sheeting specified.

Basis of Payment Steel sheet piling delivered and driven, measured as provided above, shall be paid for at the contract unit price per square foot, which price shall be payment in full for furnishing, delivering, driving, cutting off, disposing of cutoffs and for furnishing all equipment, tools, labor and incidentals necessary to complete the work in

accordance with the contract.

44. STEEL SHEET PILING COFFERDAM, PIER 1, ITEM 20650 STEEL SHEET PILING COFFERDAM, PIER 2, ITEM 20651 Description The work under these items shall be in accordance with the plans and Section 206 of the standard specifications except as herein modified.

The contractor shall submit drawings for approval showing his proposed method of cofferdam construction. The contractor may use sheeting other than type Z38 shown on the drawings if he submits calculations and obtains the approval of the commissioner.

45. EXCAVATIONS FOR STRUCTURES, ITEM 20610 The work under this item shall conform to Section 206 of the standard specifications except as hereinafter modified.

This item shall include the following:

a. All excavation for work under Branch I, Projects A, B, and D (Sewer work).
b. Re-excavating the gravel and crushed stone backfill at the west approach prior to placing the new structural slab, sta 2 + 91 to 3 + 22, and disposing of same.
c. Dredging as shown on Sheet No. 6.

46. EXCAVATION FOR APPROACH WORK All excavation required for East and West approach work under Branch I, Project C shall be included under price bid for removals; of pavement, of concrete curb and gutter, and of concrete sidewalk and driveway.

47. GRANULAR BACKFILL, ITEM 20901 The work under this item shall conform to Section 209 of the standard specifications except as hereinafter modified.

The granular backfill material to be furnished for the backfill of Excavation for Structures, shall conform to Gradation requirements for Grade #1 except as otherwise noted on the plans.

This item shall include all work under Branch I, Projects A, B, C, and D where granular backfill is called for in the contract document.

48. COLD PLASTIC PAVEMENT MARKINGS, 5-INCH, WHITE ITEM 90012; 5-INCH, YELLOW, 90013

A. General The work under this item consists of furnishing labor and materials required to install Cold Plastic Pavement Marking, 5-inch, white.

B. Materials Plastic pavement marking material shall be a durable, flexible, pre-formed material impervious to weather, chemicals and resistant to traffic wear. The material shall be pre-coated with a pressure sensitive adhesive which is protected by an easily removable liner. It shall be reflective white.

Ingredients	Quantities By Weight	
	Min.	Max.
Resin & Plasticizers	35	45
Reflective Glass Spheres	12	20
Pigments & Conditioners	35	45

Reflective spheres and pigments shall be thoroughly and uniformly dispersed throughout the cross section of the mass.

Material Requirements

(1) Reflective Spheres At least 75 percent by count shall be true spheres, when tested in accordance with ASTM Methods of Test D-1155, "Method of Test for Determining Roundness of Glass Spheres".

(2) Dimensions

Length 40' Min. Rolls
Width 5" ± 1/8"
Thickness 0.090" to 0.100

(3) Wear Resistance Each 0.001 inch thickness of the material will withstand 2500 cycles of a Tabor Abrader using CS-17 wheels under a 1000 gram load.

Test shall be in accordance with Method 1001 of the Federal Test Method Standard No. 406.

(4) Conditioning Test Specimens and Test Conditions Test specimens shall be conditioned in accordance with Federal Standard No. 1 and tested under these conditions, unless otherwise specified in the reference specification.

(5) Bond Strength (Adhesive Stability) Two adhesive-coated panels, each three (3) inches by six (6) inches, set for three (3) inches overlap lengthwise shall be bonded together, adhesive side to adhesive side. Apply pressures 50 p.s.i. for a period of thirty (30) seconds to the bonded panels. A static load of four (4) pounds shall be applied to the specimen as described in ASTM-D-816, Method A and held for 30 minutes. There shall be no noticeable slipping or fracture of the adhesive coating.

(6) Lateral Shock Resistance Panels shall be prepared as in paragraph 5. The overlap ends shall each be clamped and with one end in a fixed position a sudden load of fifty (50) pounds shall be applied vertically to the other end. Upon immediate load release and examination, there shall be no noticeable slipping or fracture of the adhesive coating.

(7) Tensile Strength The material without an adhesive coating, and testing in accordance with Method 1011 of the Federal Test Method Standard No. 406 at a speed of 0.25 inches per minute will exceed 300 p.s.i.

(8) Environmental Resistance The material shall exhibit no significant deterioration due to exposure to climatic conditions, sunlight, water, oil, gasoline or salt.

(9) workmanship The material shall be free of ragged edges, die line, cracks, discolorations and other defects which would affect the serviceability of the item.

C. Methods of Construction Installation Requirements

(1) Old Pavements The temperature of the road surface shall be 60° F. minimum. The pavement surface must be free of dust, dirt, grease and oil. The road surface shall be dry.

Application Using a chalk line, lay out the pattern (keep dust to minimum). Cut plastic to required length. Apply pavement primer or solvent as recommended by the manufacturer. Remove the backing and apply plastic to the pavement. Apply pressure by walking on the plastic to insure nominal contact. Then apply pressure using a weighted roller or a vehicle tire.

(2) New Pavement (Inlay Process) The air temperature shall be as recommended by the manufacturer.

Application The plastic material shall be placed following the rolling of the asphalt concrete pavement by the rubber tire roller and while the asphalt is still warm. Using a chalk line, lay out the pattern (keep dust to minimum). Cut plastic material to required length. Remove backing and apply plastic to the pavement. Apply pressure by walking on the plastic material or with a light roller to insure nominal contact. The material shall then be immediately rolled by a 5 or 10 ton tandem roller. Water shall not be used during this rolling. The roller shall not change direction laterally or reverse its direction while its wheels are on the plastic material.

D. Method of Measurement Cold Plastic Pavement Markings, 5-inch white will be measured for payment by the linear foot in place.

E. Basis of Payment The item will be paid for at the contract unit price for Cold Plastic Pavement Markings, 5-inch, white, which price shall be payment in full for furnishing and installing the marking material, on old and new pavement complete in every detail, and for furnishing all equipment, tools, labor, and incidentals necessary to complete the work in accordance with the contract.

49. STRUCTURAL STEEL, ITEM 50601 The work under this item shall conform to Section 506 of the standard specifications.

50. PAINTING METAL This work shall be performed in accordance with the requirements of Subsection 506.3.32 of the standard specifications except as hereinafter modified or amended.

All structural steel, steel railing, steel grating and all miscellaneous steel where bare metal is exposed, shall receive one (1) shop or prime coat and two (2) field coats of paint.

Surface preparation shall be a commercial blast cleaning as described by Steel Structures Painting Council SP 6-63. The maximum anchor pattern

profile shall be 2.0 to 2.5 mils. If it is not possible to obtain a maximum anchor pattern of 2.5 mils. the dry paint film thickness of the primer should be increased to provide adequate thickness above the peaks.

The specified primer shall be applied within 24 hours of blasting or before any rust forms. If any rust forms after blasting, the surface shall be re-blast cleaned before priming.

The shop or prime coat shall conform to the following or equal:

PPG No. UC-46837 "Aquapon" Red Inhibitive Primer, Component A
Generic type - Polyamide - Epoxy, two-component

Application - Air or airless spray. Do not apply when product, air, or surface temperature is below 50° F.

- Basic pigment - rust inhibitive
- Solids by weight - 63% ± 1
- Solids by volume - 44% ± 1
- Dry time - Normal conditions
  - To touch - 2 hrs.
  - To handle - 6 hrs.
  - To recoat - Overnight (16 hrs.)
  - To immersion service - 7 days minimum

One coat of primer shall be applied at a minimum dry film thickness of 2.0 mils. regardless of sand blast anchor pattern. As much as 9.0 mils. wet may be required to achieve 2 mils. dry over a commercially blasted surface. Allow overnight drying before applying guide coat.

First field coat or guide coat:

- Generic type: Vinyl-resin solvent solution, lead free
- Basic pigment - Titanium dioxide and tinting pigment
- Solids by weight - 47% ± 1
- Solids by volume - 29% ± 1
- Maximum dry time - 2 hrs.
- Color - Light gray
- PPG High Build Vinyl Coating UC40126 or equal.

One coat of high build vinyl shall be applied at a rate to achieve a minimum dry film thickness of 4.0 mils. 4.0 mils. dry will require approximately 12.0 mils. wet. Allow to dry 2 hours minimum before finish coat.

Second field coat or finish coat:

- Generic type: Vinyl-resin solvent solution, lead free
- Basic pigment - Titanium dioxide and tinting pigment
- Solids by weight - 32% ± 1
- Solids by volume - 17% ± 1
- Maximum dry time - 4 hours
- Color: Handrails - D641 Apache gold
  All other steel - D618 Morocco brown
- PPG Vinyl finish coatings or equal.

Apply one coat of Vinyl Finish Coatings at a rate to achieve 1.5 mils. dry.

Approximately 9.0 mils. wet will be required to achieve 1.5 mils. dry.

The minimum dry film thickness of this three (3) coat system shall be 7.5 mils. Mil thickness of less than 7.5 will not be accepted and will require re-coating at the contractor's expense.

Contractor to provide manufacturer's certification that paint used conforms to above specifications.

51. WATERPROOF MEMBRANE ITEM 51604

A. Description This item consists of all labor, material and equipment required to furnish and place the membrane waterproofing including surface preparation, its primer, and mastic as indicated in the plans.

B. Materials The materials used in the waterproofing system shall consist of a cold-applied self-adhering membrane incorporating a woven polypropylene mesh embedded between a layer of self-adhesive rubberized asphalt and a non-tacky bituminous compound; and a mastic. The system shall be the Heavy Duty Bithuthene Waterproofing Membrane System, a product of Construction Products Divison, W. R. Grace and Company, or an approved equal.

(1) Membrane shall be a prefabricated membrane, Heavy Duty Bithuthene, consisting of a woven polypropylene mesh embedded between a layer of self-adhesive rubberized asphalt and a non-tacky bituminous compound and shall have the following properties:

Property	Test Method	Specific Value
Color	Visual	Black
Tensile Strength, psi	ASTM D882 Method A (modified)	300 Minimum
Elongation at break, percent	ASTM D882 Method A (modified)	150 Minimum
Thickness, mils		65 Minimum
Permeance, Perms (grains/sq.ft./hr./in.Hg.)	ASTM E96 Method B	0.25 Maximum
Adhesion in peel, lbs./in. width after 7 days water immersion @ 75° F.	Fed. TT-S-00230 Modified	5.00 Minimum
Pliability	ASTM D146-72	No cracks when bent 180° around 1/4" madrel @ -50°F

(2) Mastic shall be a rubberized asphalt compound with plasticizers and fillers.

C. Certification Prior to approval and use of the material, the contractor shall submit, to the engineer, a notorized certification by an independent test laboratory stating that the materials conform to the requirements of these specifications. The certification shall include or have attached specific results of tests performed on the material supplied. The engineer may at his option require samples of any material for testing. Materials may be accepted on certification but are subject to control and/

or approval by subsequent testing.

D. Surface Preparation Steel surfaces which are to be covered shall be thoroughly cleaned by sandblasting, or other approved methods, or as required by the Engineer until the surface is free of all sand, dust and all loose or foreign matter. Any accumulations of oil or grease shall be scraped from the surface and completely removed by sandblasting. The entire surface shall be blown free of dust. The air line shall contain an oil trap to prevent a fine film of oil from being deposited by the compressor.

E. Construction Requirements (1) Application shall be in strict accordance with the manufacturer's instructions. The contractor shall acquaint himself with the materials specified and their handling characteristics. He shall be thoroughly familiar with the construction procedures recommended by the manufacturer before application of the system. The contractor shall furnish the engineer a copy of the manufacturer's printed instructions for application and construction procedures recommended.

Application of membrane shall not begin until approval is granted by the engineer.

(2) A 8" wide strip of membrane shall be placed along ends of the area where waterproofing is called for on the lift span. The strip of membrane shall extend up the vertical face of steel to top of finish surface of asphaltic concrete overlay as a first layer.

One layer of membrane shall then be applied to the deck starting on the vertical face at the top of the proposed asphaltic concrete overlay.

The release paper is to be removed from the membrane and the tacky side of the membrane to be rolled face down so as to bond to the steel surface. The membrane may be applied by hand methods or mechanical applicators. Overlaps shall be a minimum of 4 inches at the edges and ends of each strip and shall be made in a manner to provide a shingling effect toward the low side of the deck. Hand rollers or other satisfactory pressure apparatus shall be used on the applied membrane to assure firm and uniform contact with the primed surface. Special care shall be used at the curb face to insure that the membrane is uniformly adhered to the steel. The entire membrane shall be free of wrinkles, air bubbles, and other placement defects. In the event bubbles or blisters do form under the membrane, they shall be punctured with a sharp pointed instrument such as an awl and the membrane pressed firmly into contact with the deck. The small puncture opening should be self-sealing, however, openings which are considered to be too large to self-seal shall be patched, as directed by the engineer. Any tears, holes, misaligned or inadequately lapped seams shall be repaired with a patch of membrane.

(3) The edges of the membrane on the vertical faces shall have a trowelled bead of mastic applied to insure a seal at the vertical face. Any terminating edge of the membrane system shall be sealed in the same manner

Method of Measurement This item shall be measured to the nearest square yard of horizontal deck area for the length of bridge within the limits for bituminous concrete pavement.

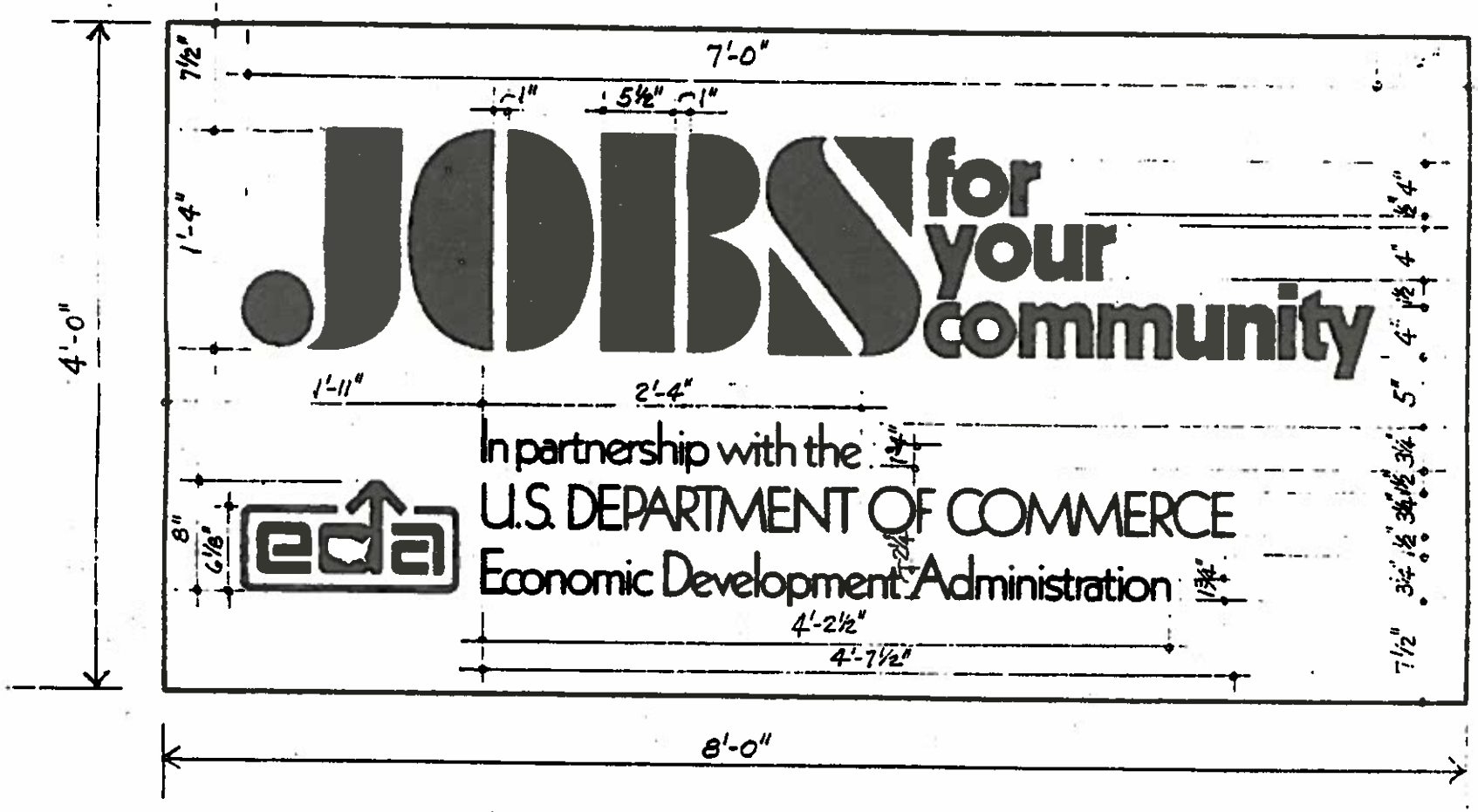
Basis of Payment The item Waterproof Membrane, measured as provided above, shall be paid for at the contract square yard price, which price shall be payment in full for furnishing and placing the primer, membrane, mastic and for furnishing all labor, material and incidentals necessary to complete this work in accordance with the contract.

52. TEMPORARY STEEL SHEET PILING The work under this item shall be in accordance with Section 512 of the standard specifications except as hereinafter modified.

Method of Measurement Steel sheet piling, delivered, driven and removed shall be measured by the square foot, and the quantity to be paid for shall be that which is obtained by multiplying the length of the temporary wall indicated on the plans by the length of the sheeting specified.

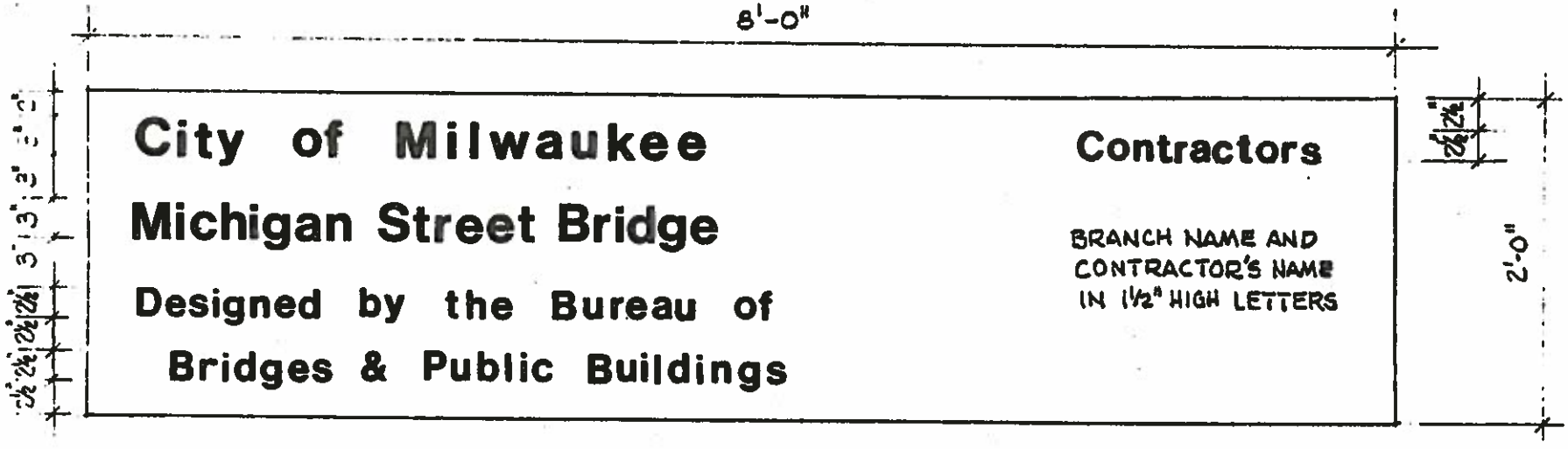
Basis of Payment Steel sheet piling, delivered, driven and removed, measured as provided above, shall be paid for at the contract unit price per square foot, which price shall be payment in full for furnishing, delivering, driving, cutting off, disposing of cut-offs, pulling, and disposing of all pulled piling and for furnishing all equipment, tools, labor, and incidentals necessary to complete the work in accordance with the contract.

53. EXISTING OVERHEAD PEDESTRIAN BRIDGE The height to the under side of the existing overhead pedestrian bridge is approximately 15'. All Branch Contractors shall use extreme caution when working under or in the vicinity of this bridge. If any damage is inflicted to this structure by any contractors, workmen, or equipment, said contractor shall replace or make good any such damage, loss or injury at his own expense.



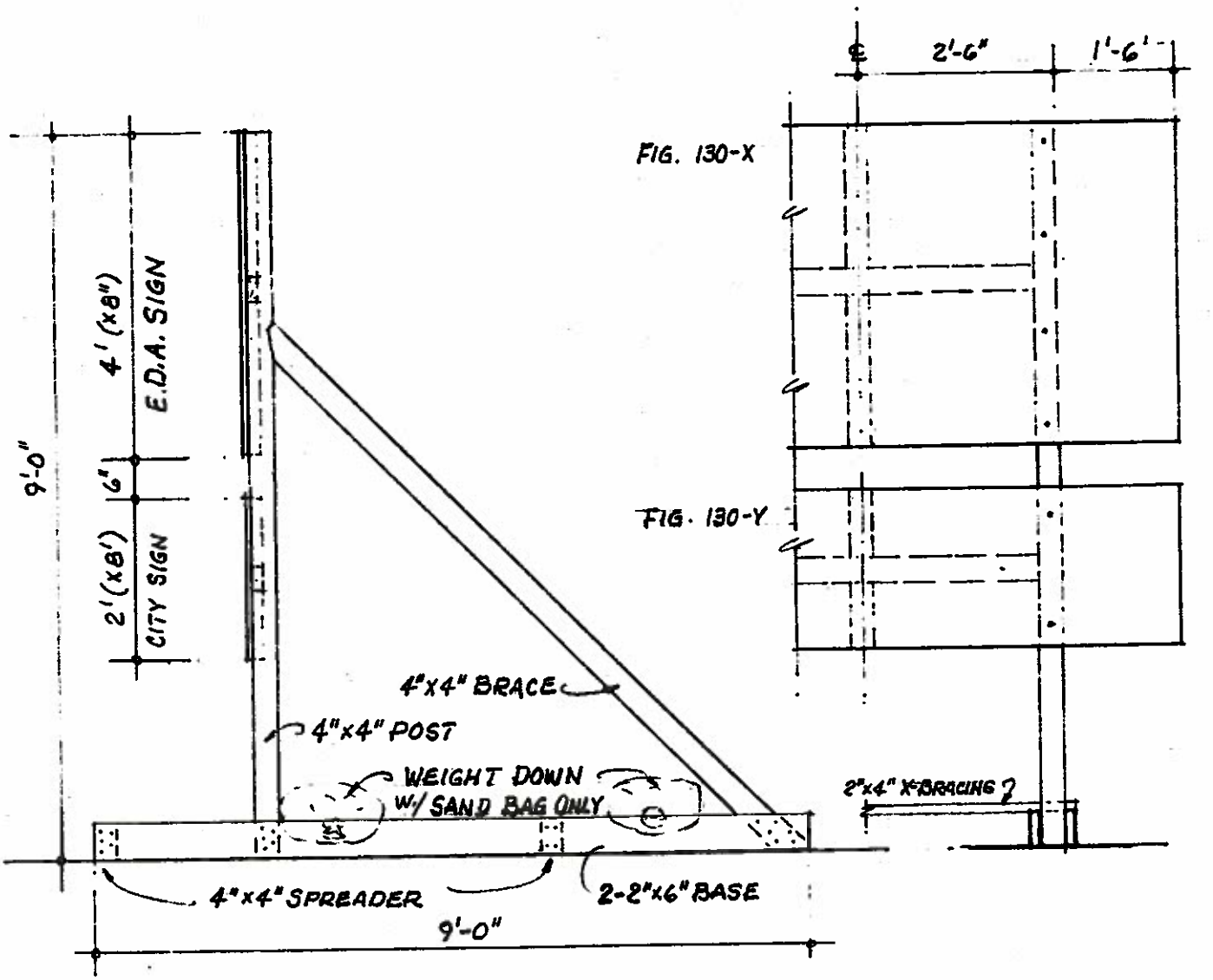
FEDERAL SITE SIGN - FIG. 1.30-X

SCALE 1"=1'-0"



CITY SITE SIGN - FIG. 1.30-Y

SCALE 1" = 1'-0"


9'-0"
4' (x8") E.D.A. SIGN
6"
2' (x8') CITY SIGN
4"x4" BRACE
4"x4" POST
WEIGHT DOWN
W/ SAND BAG ONLY
4"x4" SPREADER
2-2"x6" BASE
9'-0"
FIG. 130-X
FIG. 130-Y
2'-6"
1'-6"
2"x4" X-BRACING

STATE OF WISCONSIN

DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SUPPLEMENTAL SPECIFICATIONS

SS No. 1

February 1976

Section 205. Roadway and Drainage Excavation

Section 206. Excavation for Structures

Section 627. Mulching

These supplemental specifications amend the provisions of the Standard Specifications, Edition of 1975, and shall be construed to be a part thereof superseding any conflicting provisions therein applicable to the work under the contract.

205.3 Construction Methods.

205.3.14 Dust Abatement. This subsection is created to read as follows: The contractor shall minimize the dispersion of dust from the subgrade during grading operations, including maintenance operations, until acceptance of the work, by the application of water or other approved dust control materials as provided in the contract or ordered by the engineer.

206.5. Basis of Payment.

206.5.1 Excavation for Structures. The second, third and fourth paragraphs of this subsection are revised to read as follows: The contract lump sum price for Excavation for Structures shall apply to all such excavation removed to an elevation between planes lying one foot above and below the elevation of the bottom of the footings or floor as given on the plans for the specific units.

In the event the footing is stepped or on a slope, the lump sum price for Excavation for Structures shall apply to all such excavation removed to an elevation between planes one foot above and below the plan elevation of the bottom of the footing, for each stepped section, or between planes one foot above and below and parallel to the slope and elevation of the bottom of the footing shown on the plans, as the case may be.

Any excavation ordered by the engineer to be performed to elevations in excess of one foot above or below the elevation of the bottom of the footings or floor as indicated on the plans will be considered and paid for as Extra Work.

627.2 Materials. This subsection shall be supplemented with the following paragraph: Materials used, in lieu of bituminous materials, for binding mulch shall be approved by the engineer prior to their use.

627.3 Construction Methods.

627.3.2 Placing.

627.3.2.2 Method B. This subsection is supplemented with the following paragraph: Approved mulch binding materials may be used in lieu of bituminous material for treating the mulch material only when the binding or tacking materials are applied as oversprays. The binding materials shall be mixed and applied in accordance with the manufacturer's instructions, except that the right is reserved for the engineer to vary the rate of application to achieve the desired results.

627.5 Basis of Payment. This subsection is revised to read as follows: The quantity, measured as provided above will be paid for at the contract unit price per square yard or per ton for Mulching, which price shall be full compensation for furnishing all materials, including bituminous material or other approved mulch binders and nitrogen; for all hauling, treating, placing, spreading and anchoring the mulch material; for maintenance of the work and repair of any damaged areas; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

STATE OF WISCONSIN

DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SUPPLEMENTAL SPECIFICATIONS

SS No. 2

May 1976

Section 507. Timber Structures

Section 634. Wood Posts

Section 637. Signing

These supplemental specifications amend the provisions of the Standard Specifications, Edition of 1975, and shall be construed to be a part thereof superseding any conflicting provisions therein applicable to the work under the contract.

507.2 Materials.

507.2.3 Wood Preservatives.

507.2.3.4 Chromated Copper Arsenate Solution. This subsection is revised to read as follows: Chromated copper arsenate solution used in the preservative treatment of lumber and timber shall conform to the requirements specified for Chromated Copper Arsenate Type A, B or C in the Specification for Preservatives and Pressure Treatment Process for Timber, AASHO Designation: M 133.

634.2 Materials.

634.2.4 Preservative Treatment. The second sentence of the fourth paragraph of this subsection is revised to read as follows: Penetration of preservative for all species, except Southern Yellow Pine, shall be not less than 3/8 inch and 90 percent of the sapwood. Penetration for Southern Yellow Pine shall be not less than 2-1/2 inches or 85 percent of the sapwood. Pacific Coast Douglas Fir, Hemlock, Norway Pine and Jack Pine posts shall be incised when treated.

637.2 Materials.

637.2.1 Sign Base Materials.

637.2.1.3 Sheet Aluminum. The first paragraph of this subsection is revised to read as follows: Sheet aluminum sign base material shall be

aluminum alloy complying with the requirements of ASTM Designation: B 209, Alloy 5052-H 38 or Alloy 6061-T6.

The last sentence of the third paragraph of this subsection and the table of width and thickness are revised to read as follows: The following nominal thickness of material, or a thicker material, shall be furnished for the indicated sign width unless the height of the sign blank is less than 75 percent of the width of the sign, in which case the next greater thickness shall be used:

Width	Nominal Thickness
19.5 inches or less	0.063 inch
20-36 inches, inclusive	0.080 inch
37-48 inches, inclusive	0.100 inch
49 inches or over	0.125 inch

637.2.2 Sign Face Materials.

637.2.2.1 Standard Reflective Sheeting. This subsection is revised to read as follows: Except as otherwise required by the plans or special provisions, the face material for all Type I, Type II Reflective and Type III Signs shall be standard reflective sheeting complying with the following specification and requirements:

Specification: Federal Specification L-S-300B dated July 12, 1974 for Sheeting and Tape. Reflective: Nonexposed Lens, Adhesive Backing.

Type: I
Class: 1 or 2
Reflectivity: 1
Durability: L
Color: Federal Highway Administration Color Tolerance Charts, dated 1971. "White" or "Silver" when required in the plans means Silver White No. 1 when used as a background or Silver White No. 2 when used for message units.

637.2.2.2 Type H Reflective Sheeting. This subsection is supplemented as follows: The color of the sheeting shall conform to Federal Highway Administration Color Tolerance Charts, dated 1971.

637.2.3 Sign Message Material.

637.2.3.1 Acrylic Plastic Reflex Reflectors. The first sentence of the sixth paragraph of this subsection is revised to read as follows: The embossed metal frames surrounding the acrylic plastic reflectors and forming the letters, numerals, symbols and borders, shall be fabricated of sheet aluminum no thinner than 0.040 inch conforming to the requirements of ASTM Designation: B 209, Alloy 3003.

STATE OF WISCONSIN

DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SS No. 3

October 1976

SUPPLEMENTAL SPECIFICATIONS

Section 104. Scope of the Work

Section 105. Control of the Work

Section 405. Plant Mixed Bituminous Bases and Pavements - General Requirements

Section 501. Concrete Masonry

Section 506. Steel Bridges

These supplemental specifications amend the provisions of the Standard Specifications, Edition of 1975, and shall be construed to be a part thereof superseding any conflicting provisions therein applicable to the work under the contract.

104.5 Extra Work. The first sentence of the second paragraph of this subsection is deleted.

105.1 Authority of the Engineer. This subsection is revised to read as follows:

The engineer will decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between contractors under the specifications. He shall determine the amount of work performed and materials furnished, and his estimate in such event shall be a condition precedent to the right of the contractor to receive money due him under the contract.

105.3 Conformity with Plans and Specifications. This subsection is supplemented with the following:

Specific specification values and prescribed tolerance amounts or minimum or maximum values may be specified. Whenever such tolerances or ranges are prescribed, the production and processing of material or performance of the work shall be so controlled that the material or work will substantially meet the specific value or fall as near as practicable at the mid-point of the range and shall only occasionally be of borderline quality or dimensions.

Whenever tolerances or ranges are not prescribed, reasonable and accepted standards or established manufacturing or construction tolerances will be permitted.

105.7 Authority and Duties of Project Engineer. The second sentence of this subsection is revised to read as follows: He is responsible for the field administration of the project.

405.4 Equipment.

405.4.1 Requirements for all Plants.

405.4.1.2 Special Requirements for Batching Plants.

405.4.1.2.6. Automation of Batching. The fifth sentence of the second paragraph of this subsection is revised to read as follows: The system shall be suitably secure against alteration of mix designs by unauthorized personnel, and an audible signal device actuated by the discharge of any batch containing components whose weight is outside the tolerance for such component shall be provided.

501.3 Materials.

501.3.6 Aggregates.

501.3.6.4 Coarse Aggregates.

501.3.6.4.5 Size Requirements. The second sentence of the last paragraph of this subsection is revised to read as follows: The coarse aggregate for concrete masonry Grade C, except when Grade C is substituted for Grade A Air-Entrained High-Early-Strength Concrete as provided in Subsection 501.4.1, and concrete masonry for prestressed concrete members shall consist wholly of Size No. 1.

501.7 Proportioning.

501.7.4 Equipment for Weighing Aggregates.

501.7.4.1 Batching Plants.

501.7.4.1.3 Automatic and Semi-Automatic Batching Plants. The first sentence of the second paragraph is revised to read as follows: The apparatus for setting the batch weights shall be suitably secure against alteration of the weights by unauthorized personnel, and an audible signal device actuated by the discharge of any batch containing components whose weight is outside the specified tolerance shall be provided.

501.8 Ready-Mixed Concrete.

501.8.3 Mixers and Mixing. This subsection is supplemented with the following: Stationary mixers shall be equipped with a timing device which will automatically lock the discharge mechanism during the full mixing time and release it at the end of the mixing period.

506.3 Construction Methods.

506.3.30 Bearings and Anchorage. The fourth paragraph of this subsection is supplemented as follows: In lieu of portland cement grout, an approved premixed commercial grout, placed in accordance with the manufacturer's instructions, may be used.

506.4 Method of Measurement. The fourth paragraph of this subsection is revised to read as follows: The weight of paint, galvanizing or weld metal will not be included in the computed weight.

MACHINERY. ITEM 90006. SCOPE OF WORK. The contractor shall furnish all labor, materials, tools and equipment required for the satisfactory installation of all work included, all in accordance with the drawings and these specifications. More specifically, the contractor shall furnish and install the following:

1. Shafts
2. Shaft bearings
3. Lubrication
4. Machinery bolts, nuts and washers
5. Collars
6. Wire ropes and fittings
7. Sheaves and drums
8. Thrust bearings
9. Counterweight
10. Patterns
11. Guide wheels
12. Weldments (brackets)
13. Phosphorous bronze bushings and babbitt

GENERAL: The machinery required is primarily for a wire rope, transverse and longitudinal equalizer system, roller guides, and counterweights.

All machinery shall be proportioned, designed and constructed in accordance with the best modern practice. The workmanship shall be first-class, and the machine work shall be accurate, so as to avoid excessive hand fitting. It is expressly understood and agreed by the contractor that the erection and adjustment of any machinery shall be supervised by expert millwrights, etc., and shall be performed only by skilled mechanics, familiar with and experienced in the accurate erection of heavy machinery. Ample allowance for variations from dimensions and drawings shall be made in preliminary operations on machinery parts and their supports, to provide for final drilling, reaming, fitting, etc.

No surface shall be marred by hammering on either tolled, rolled, or cast surfaces. If it is necessary to strike a piece, in order to adjust it, a cushion of soft metal or other material shall be placed between it and the hammer.

All surfaces coming in contact shall be tool finished and shall be true and smooth. The mark "f" on the plans denotes a finished surface, and all symmetrically located or similar surfaces shall also be finished even though each surface is not specifically marked. Where two abutting surfaces are represented by a single line marked "f" both of the surfaces shall be finished. All parts shall be well fitted together. All moving joints shall work freely, but without needless lost motion. Every moving joint shall be provided with an approved grease fitting.

Exposed finished or semi-finished edges of castings, shall be chamfered. In semi-finished edges, the minimum chamfer shall be 1/8 inch at 45 degrees.

Where press fits are called for the actual diameter of the male part shall exceed the corresponding calipered diameter of the female part by an amount not less than 0.008 XD and not more than 0.0012 XD in which D = the diameter in inches.

Where a drive fit is called for on bolts, the diameter of the hole shall in no case exceed the diameter of the bolt.

In all other cases where drive fits are called for the diameter of the male part shall exceed the actual calipered diameter of the female part by an amount not less than 0.0004 XD and not more than 0.0008 XD. Where push fits are called for the actual diameter of the female part shall exceed that of the male part by an amount not less than 0.0002 XD and not more than 0.0006 XD.

Where running fits are called for the allowance in diameters shall be that specified under "Shaft Bearings and Journals".

Where holes to be fitted with turned bolts, pins, etc., are called for on the plan, they shall be drilled and reamed with an allowance for reaming (which allowance shall be provided for on the shop drawings), such that the finished reamed hole shall be made with such variation from the diameter of the hole as required by the character of fit called for.

Wherever a casting must be assembled against structural parts before the connecting holes can be finished, the holes in the casting shall be drilled in the shop for a light driving fit for turned bolts and one, sixteenth larger than the normal diameter for rivets and the holes in the structural parts shall be left blank unless otherwise directed by the engineer.

Joints between structural plates and principal machine cast steel or cast iron parts of the machinery shall be milled.

Castings shall be spot-faced for bearings of bolt heads.

Shop Assembly: All of the machinery for the equalizer system, and guide systems, etc., shall be assembled in the shop to ascertain the fit of the shafts in the journal-blocks, the accuracy of the alignment and the center-to-center distances, and of the different parts.

All parts of each group of machinery shall be match-marked while assembled in shop.

Materials: Unless otherwise herein specified or specifically noted on the plans, all materials shall conform to the requirements of the AASHO Standard Specifications for Highway Bridges, dated 1969 and the American Railway Engineering Association Specifications for Movable Bridges.

Material for Bolts: Material for bolts shall conform to the standard specifications for "Steel for Bridges and Buildings" ASTM A307 Grade B. Cold rolled steel shall not be used for bolts in tension.

Material for Pins: Pins shall be made of rolled structural steel conforming to the standard specifications for "Steel for Bridges and Buildings", ASTM A36 with the additional requirements that they shall be annealed before machining. Cold rolled steel shall not be used.

Steel Castings: Steel castings shall be ASTM A27, Grade 65-35, annealed.

For determining the effect of annealing and re-annealing, suitable projections shall be provided on the castings. Several such projections shall be placed at different points on large and important castings in a way that will enable the engineer to ascertain whether all parts of the casting are uniformly and properly annealed. As three annealings (the first one and two re-annealings) will be permitted, sufficient projections shall be provided for ascertaining the effect of each successive annealing.

The projections shall be such that they can be turned down or planed to specimens of standard size and shape. Any projection used for testing shall be broken off only in the presence of the engineer, and if the grain is found to be refined, he will stamp the piece or pieces broken off for identification.

After the inspection and tests are satisfactorily completed, all projections, fins from sink heads and runners, and annealing scale shall be removed.

Surfaces which are to be machined may be left untouched, but such surfaces shall be distinctly marked on the shop drawings.

The contractor shall communicate with the engineer before starting the work, to arrange for inspection and tests. A copy of each invoice giving numbers and weights of the several castings shipped shall be sent to the engineer.

The metal shall not be overheated or otherwise injured in the casting process.

Each casting shall have a coupon from which a cube or cylinder can be cut and finished to one square inch in section and one inch high. The coupon shall not be surrounded with a chill to make it show a higher strength than the body of the casting, but shall be uniform with the casting in every respect.

Carbon Steel Forgings: Steel forgings shall conform to ASTM A235, Class C-1, annealed.

Heavy shafts forged directly from ingots, shall be bottom poured, and particular care shall be taken to prevent gas pockets and shrinkage spots in these ingots.

Wherever shafts are forged in pairs, they shall be severed before being annealed.

Each shaft forging more than three (3) inches in diameter shall have a prolongation of sufficient length from which standard sized test specimens may be obtained by means of a core-drill or rim cutter. Each shaft and each test specimen shall be marked with a designation number; complete records of all tests made shall be kept. Where shafts are forged in pairs, provision for test specimens for each shaft of such pairs shall be made.

If the test specimen from a forging annealed once fails to meet the specifications, the forging may be re-annealed a second time. But the same forging shall in no case be subjected to more than three (3) annealings, that is, the initial annealing and two re-annealings.

Heating and quenching of shaft forgings to secure certain desired physical qualities shall not be resorted to except by written permission from the engineer.

If the inspection holes are required in heavy forgings to determine their interior soundness such holes shall preferably be bored at the forge shop. The contractor shall communicate with the engineer before starting to work, to arrange for inspection and tests. A copy of each shipping invoice giving the designating number and weight of each shaft forging shall be furnished to the engineer.

Only new metals shall be used in the composition, no scrap whatever will be permitted.

Bearings: Bearings shall be cast steel, ASTM A27, Grade 65-35.

Babbitt Metal: Babbitt metal for bearings shall be an approved anti-friction or babbitt metal of approximately the following proportions:

Tin	86 per cent
Antimony	8 per cent
Copper	6 per cent

Cold Finished Shafts: All cold finished shafts shall conform to AISI-C1018.

Counterweights: The lift span shall be counterweighted so that at all times it will be span heavy. When the hydraulic pressure is released the lift span through gravitational forces shall drift slowly downward overcoming all resistances. The approximate weight of the lift span is 201 ton.

The exact weight of the lift span shall be determined by the contractor from computations based on approved shop drawings and approved substitution of sections. The approximate amount of concrete placed in the two counterweights plus reinforcement, counterweight brackets, shall be 169.5 ton or about 84.75 ton in each counterweight at the ends of the span. The final weight of the counterweights and adjusting blocks shall be determined by the contractor so that, the approximate operating load on each lifting jack is 22,000 lbs. The concrete and bar steel reinforcement that composes the counterweights will be paid for under their respective items.

It is anticipated that an additional 4.5 ton of adjusting blocks will be added to each counterweight for adjustment.

The counterweight concrete shall be Class A concrete. The weight of the concrete shall be 148 lbs. per cubic foot - unreinforced.

The counterweight shall be cast in the size and shape as shown on the plan. The contractor shall form and properly shore the counterweight in place until the load is transferred to the cables which are connected to the lift span. He shall also set the counterweight to the proper elevation for transferring the load to the lift span.

The counterweight cable attachment shall be furnished and set with a template and held in this position while placing the concrete.

After the load has been transferred to the lift span, the contractor shall remove all forms and shoring.

Adjusting Blocks: Adjusting blocks will be furnished by the City. These blocks are stored in the pits of Pier #2 (bridge house pier) of the Wisconsin Avenue Vertical Lift Bridge. Contractor shall pick-up all needed adjusting blocks plus 10% extra at this site and install on the counterweights as directed by the engineer in charge. The extra 10% are to be stored in the pits of Pier #1. Blocks are 11 1/2 inches x 14 3/4 inches x 9 inches deep, weight 125 lbs. each and having handles for lifting.

Phosphor Bronze: Phosphor Bronze for bearings shall conform to ASTM B-22, Class B.

Shafts: Shafts shall be made of carbon steel forgings or cold finished steel.

The shafts made of carbon steel forgings shall be thoroughly and uniformly annealed. They shall be either forged from ingots of sufficient size and under a forging pressure sufficient to produce solid forgings or they may be forged over a mandrel of suitable size. The shafts thus fabricated shall be carefully machined all over and finished with true and smooth surfaces at journals and bearings. Proper allowances shall be made for fits as called for on the plans. Shafts shall have shoulders, the contractor shall provide and indicate these shoulders on the shop drawings. Exposed parts of shafts (between bearing and wearing surface) shall be turned true to form and size and finished so that the condition of the material at the surface is not injured, and may be clearly seen and is uniform to the touch. Proper fillets or tapers shall be left where the diameter changes and the ends of the shafts shall be chamfered.

Shafts shall be key-seated, fitted and keyed to their respective matching parts in the shop, and all pieces match-marked to insure like assembly in the field.

Centering of Shafts: All shafts shall be centered for a sixty (60) degree lathe center with a clearance hole for the lathe centerpoint, so that the finished shaft may be readily replaced in the lathe in case of repair. Any shaft provided with an inspection hole shall have the ends specially prepared for the attachment of an approved centering device in order to facilitate the replacing of such a shaft in a lathe, if it should be found necessary.

Shaft Bearings and Journals: All shaft-bearings in bearing frames, or separate journal blocks, shall be made of cast steel, lined with phosphor bronze or babbitt, as indicated for each bearing on the plans.

Each bearing cap shall be planed to a light driving fit with the bearing base. Where phosphor bronze bushings are used, the bearing cap and base assembled for shim clearance, shall be bored to accurate location and diameter. The bushing shall be case hardened and machined as a complete hollow cylinder and finally cut into halves with correct shim allowance.

When completely assembled the shims shall be a tight fit between the bushing halves, but have 0.0065" to 0.01" clearance (according to bearing diameter), between shim and cap and base respectively, as indicated on the drawings.

Outer diameters of bushing bodies and corresponding diameters of bored seats in journal-blocks, shall have the same tolerances, corresponding with shafts of the same size.

In order to provide space for lubricant, the journal bearings shall be bored smooth and true to a diameter exceeding that of the shaft by an amount between (0.001 D - 0.007" and 0.001 D - 0.01") D being the diameter of the journal in inches.

The variation tolerances and lubrication allowances specified above shall be noted on the shop or working drawings of such parts.

When finally fitted and assembled the bushing halves shall be tight in their seats and on the shims or liners and permit the shaft to turn freely, but without unnecessary looseness.

The brass liners or shims for all bearings shall be made up of three partial thicknesses, the lowest equal to one-half, the upper two each equal to one-fourth, and the third together equal to the entire gap between the two bushing halves. The three liners shall have the same outline in plan. The lower two shall be solid, but the top liner shall be made up of sheet-brass laminations, (each lamination not more than one/one hundredth (0.01) inch thick), soldered together on the long edges only, the ends being left unsoldered to facilitate removal of one or more laminations. Dowel pins shall be provided to hold liners in position in their respective places, except where the holding down bolts for the caps accomplish the same purpose, or as shown on the plan.

Except where otherwise noted, lubricating grooves shall be provided in each of the halves of the bushing, meeting and crossing each other at the oil hole in the upper part and at a corresponding spot in the lower half of the bushing and extending diagonally across the bearing surface to the split between the upper and lower halves. In addition, two horizontal oil grooves shall be provided by chamfering the inside edges of edges of each half bushing at the split, where the diagonal grooves terminate and by cutting back the inner edges of the shims or lines 1/16 inch except at the ends. In order to prevent the lubricating material from leaking out, these diagonal and horizontal grooves shall never extend the full length of the bushing, but shall stop at a distance of 1/4 to 1/2 inch from the ends of the bushing. When more than one lubricating hole is used, diagonal grooves shall be provided for each hole. Solid bushings shall, as far as practicable, be treated in the same manner as split bushings.

A pipe of suitable size shall pass freely through a hole in the bearing cap and screw into the upper bushing half and have a connection at upper end for a suitably located lubricating attachment.

Where babbitt is used, it shall be thoroughly ball-peen hammered after being poured in place and shall be bored and scraped to good bearing surface for shaft, with proper diameter allowance for lubrication, and be suitably grooved. The thickness of babbitt shall not differ from the average thickness by more than plus or minus twenty (20) percent.

The holes in the journal-block bases shall be drilled, in the shop, for a light driving fit for the turned bolts and corresponding holes in the supporting frame shall be left blank unless otherwise directed by the engineer.

Keys and Key-Seating: The bottom of keyways in shaft shall be parallel to shaft axis. Keyways shall not extend into journal bearing of the shaft. The keys shall have a taper in thickness of one-eighth (1/8) inch in one foot, and the depth of the shaft. The keys shall fill keyways tightly in width in hub and shaft. Keys shall be fitted to a good bearing for their entire taper surface, both top and bottom, as shown by pressure marking when driven nearly to place.

Lubrication: All oils and greases for all bearings, etc., shall be furnished and applied per manufacturer's recommendations, and as approved by the engineer. The oil and grease shall be suitable for both winter and summer temperature conditions.

See Note

All parts requiring pressure lubrication (all bearings, etc.) shall be provided with "Alemite Giant Buttonhead" fittings or an approved equal which will fit the Alemiteguns as used on other City of Milwaukee lift bridges. The fittings shall be provided with automatic pressure cups and light springs where required or where shown on the plans. The fittings shall be made accessible by providing suitable pipe extensions, elbows, etc., of copper tubing for all bearings.

PLANS CALL FOR ALEMITE # 1823-1 W/ 1/4 x 1/4 MALE COMPRESSION FITTING + W/ COLLAR

Grease lines for bearings under deck of bridge over river area should be extended over to curb line.

(7/8" HEX SHAPE)

1831 FOR 1/8" N.P.T.F.

All fittings shall be rigidly fastened where connected to tubing. Furnish caps for all fittings after installations for the purpose of keeping the fittings free from paint when painting the bridge.

Contractor shall furnish a diagram showing the locations to be oiled and greased, which can be used by bridge operators for lubricating the bridge. This diagram shall be engraved on a 10" x 15" metal plate and installed on the electrical control cabinet door.

The contractor shall also furnish two (2) guns and two (2) loaders of an approved type for filling the guns. ALEMITE Gun Model 1056S

All machined parts exposed to the weather shall receive a heavy coat of suitable grease or anti-rust compound before shipment, and if accidentally removed the damaged coating shall be carefully restored.

Machinery, Bolts, Nuts and Washers: All bolts shall be made of rivet steel unless otherwise specified, and shall be annealed before being machined. Cold rolled steel shall not be used for bolts in tension. Bolt heads shall be formed solid with body of bolt and be finished on bearing surface, except where shown otherwise. Turned bolts shall be true to form and size; the body shall have a light driving fit in a reamed hole, unless otherwise noted, and shall be long enough for ample bearing in the hole, thick washers being used where necessary, even though not shown on the plan. The axis of the thread shall coincide with that of the bolt body; the thread shall be equal to lathe-cut and long enough for full bearing in nut and shall be chamfered at the end. In general, bolts shall have square heads and two (2) hexagonal nuts proportioned to the United States standard for unfinished sizes, the thickness of the head being equal to one-half the flat diameter.

All nuts used on machinery parts shall be semi-finished and bearing surfaces shall be faced square with axis of thread. Where two nuts are used on a bolt for locking, they shall both be of standard thickness, and both shall be faced square with axis of thread on each end. Beveled washers shall be used wherever nuts or bolt heads would otherwise come against the slant surface of an I-beam of channel flange.

Single nuts secured by spring-cotters on the exposed or outer ends of bolts shall be of the castellated form. Where a nut with a large spring-cotter is used instead of a bolt-head, the nut shall be square, of standard thickness, and round-bottom-grooved at its outer end to a total depth equal to the diameter of the spring-cotter, and the bolt shall be drilled so that the spring-cotter is at the bottom of the groove when properly assembled.

Tension Nuts: Contractor to furnish and install the tension nuts as called for on plans. Contractor is to take special note of quantity and special installations as called for on the plan.

Eye Bolts: Each casting which is bolted in place and if it is too heavy to be lifted by hand, shall be tapped for and provided with an eye bolt of suitable size, at some point convenient for lifting with tackle when casting is in place.

Setting-up Marks: The various parts of units or groups, such as shaft couplings or bearings shall be marked according to position and relation to facilitate re-assembling before leaving the shop.

Collars: The contractor shall furnish and install safety collars with set screws where shown on the plans. Collars shall be made of solid malleable iron.

Wire Rope and Fittings: Wire rope for the counterweights shall be extra improved plow steel grade 6 x 25 F - IWRC and 1 1/4" diameter prestretched with a minimum breaking strength of 79.9 tons. Wire rope for transverse and longitudinal equalizers shall be polypropolene fiber core improved plow steel grade 6 x 25 F and 3/4" diameter, prestretched with a minimum breaking strength of 23.8 tons. Connections and fittings shall be furnished as shown on the plans. Take-ups shall be provided in wire rope. Tension in wire ropes for counterweights shall be equal. The rope tension shall be checked with a tension gauge as used in elevator construction. Cables and fittings required for the bumper beams shall be provided. All ropes shall be lubricated after installation and final adjustment. The threaded studs and ring eye, as shown on the plans, shall be provided to the exact length required. Shop drawings for all wire rope showing length, fittings, connections, and adjustments shall be submitted for each rope.

Manufacture: All wire rope shall conform to Federal Specification RR-W-410C, the American Iron and Steel Institute (AISI) Steel Products Manual - Wire and Rods, and the requirements set forth in these special provisions.

Lubrication During Fabrication: All portions of wire ropes - fiber centers, wires and strands, shall be lubricated during fabrication with a lubricant containing a rust inhibitor and approved by the engineer.

Splices: No splicing of the ropes or individual strands will be permitted. Wire splices shall be securely and properly made by electric welding, and no two joints in any one strand shall be closer than 25 feet apart, except for filler wires.

Sockets: All swaged sockets used with wire ropes shall be class C1 forged steel, normalized, and shall be forged, without welds, from solid steel. They shall be neatly finished to the exact dimensions shown on the plans. Sockets shall be painted in the shop as specified for structural steel.

Certification: The contractor shall furnish the engineer with a certificate of compliance for the wire rope and fittings.

Length: The length of each rope from inside of bearing to inside of bearing sockets shall be determined, and a metal tag having this length stamped thereon shall be securely attached to the rope. While being measured, each rope shall be twisted to the correct lay, it shall be supported throughout its length in a straight line at points not more than 25 feet apart. The counterweight ropes shall be under a tension of 12

percent of their ultimate strength. (This corresponds approximately to the direct load on the rope.) A variation from the required length of not more than 1 inch in 100 feet will be allowed.

The contractor shall verify the exact lengths to which the counterweight ropes are to be manufactured.

Each rope shall have a stripe painted on one side along its entire length at the time the measurement of length is made, to assure the correct alignment of the rope during the erection of the bridge.

Ropes shall be suitably marked or tagged for identification during erection.

Shipping: All ropes shall be shipped on reels, the drum diameter of which is not less than 25 times the diameter of the rope.

Sheaves and Drums: Sheaves and drums shall be made of steel castings ASTM A27 Grade 65-35, annealed. They shall be machined and finished as shown on the plan.

Thrust Bearings: Thrust bearings shall be lubricated bronze, conforming to ASTM B-202, Grade 1, Class A. Thrust bearings shall be cut and machined from plate stock if sizes required are unavailable in stock size.

Patterns: Patterns for castings shall be made neat, strong and durable of thoroughly seasoned, first-class pattern lumber. They shall be proportioned to suit the shrinkage of the particular metal to be cast from them and shall have ample allowance for tool finish where required. The outstanding unfinished edges of all ribs, bases, etc., shall be rounded off to a radius of one-fourth the thickness of the ribs, bases, etc., and inside corners shall be fitted with wood or leather fillets rounded out to a radius of at least one-half the thickness of the thinnest member forming the corner.

All patterns shall be fitted with lifting and rapping plates, set flush with their surfaces. A metal plate bearing the letters MICHIGAN STREET BRIDGE in sharp gothic style, at least 3/4" high shall be fitted into each pattern.

The patterns shall be stained black on surfaces unfinished on castings, red on surfaces tool finished, and yellow or clear shellac on core prints. The patterns shall be thoroughly varnished before use with first-class pattern shellac.

All patterns shall be subject to inspection and approved before castings are made.

A list of patterns from "Wisconsin Avenue Vertical Lift Bridge" is shown on the plan which will be available to the contractor. If any of the patterns are used, the contractor shall carefully check them with his detail drawings for dimensions, shrinkage allowance, and general physical conditions. Before any castings are made, the patterns shall be reconditioned to produce castings which are in every way equal to those of new patterns. If the contractor elects to use these patterns. he shall contact the

Superintendent of Bridges and Buildings of the City of Milwaukee for information on their use. The Division of Highways will in no way be responsible to the contractor for any errors or defective castings resulting from the use of these patterns.

Guide Wheels and Rails: Guide wheels and rails shall be installed as shown on the plan. The guide wheels at the fixed end of the bridge shall have flanges and at the expansion end of the bridge the guide wheels shall be without flanges to permit the bridge to move longitudinally. Rails shall be Standard A.S.C.E. Crane Rail with clamps and shimmed as required. The Crane Rails will be paid for under Structural Carbon Steel, Item 50601.

Painting: All machinery shall be painted one shop coat and three field coats same as specified for structural steel.

Machine Surfaces: Machine finished surfaces shall be coated as soon as practicable after being accepted, with a hot mixture of white lead and tallow or other approved coating, before removal from the shop.

Erection of Machinery: All machinery parts, when they are unloaded at the bridge site, shall be stored in such a manner that they will be protected from dampness of ground and weather and such order that they can be readily found and inspected.

When the machinery parts are being erected, they shall be covered by a tarpaulin or otherwise while work on them is interrupted.

If the anti-rust coating on any machinery part should become removed accidentally or otherwise, thereby exposing the surface of the metal to dampness, the damaged coating shall be carefully restored.

In the erection of the machinery, great care shall be taken that the various parts are truly aligned in their proper positions, so that when entirely assembled, all machinery will operate smoothly, without binding and undue looseness of the parts.

Each shaft shall have the bearings aligned horizontally and vertically, shims being provided if necessary, so that the shaft can turn freely in its bearings.

Shimming under journal-blocks shall be avoided as much as possible, but wherever shims are required only one perfectly fitted shim shall be used under any one bearing block. All shafts shall run freely, but without unnecessary looseness while the journal-block caps are screwed down tight against their shims. All parts shall have the least amount of backlash or play consistent with free operation.

Operation of Lift Span: The contractor shall operate the lift span until such time as the engineer declares the bridge open for vehicular traffic, at which time the City of Milwaukee will take over the operation of the lift span.

Method of Measurement: Machinery, Item 90005, will be measured as a single complete unit of work.

Basis of Payment: This item, measured as provided above, will be paid for at the contract lump sum price for machinery, which price shall be full compensation for furnishing all materials, and for all labor, tools, equipment, and incidentals necessary to complete the work in accordance with the contract.

SECOND BRANCH

Electrical Work
(Including Heating)

(See also "General Specifications of the Department of Public Works")

FORM OF BID: This contractor shall submit an aggregate price for the labor, material, tools and equipment of whatever nature required for the satisfactory installation of all work included under this branch, all in accordance with the drawings, these specifications and code rulings.

GENERAL: The contractor for this work is to refer to the "General Specifications of the Department of Public Works" and these special provisions, as he will be held responsible for all the requirements made therein. He shall visit the site and consult the drawings and specifications so as to be familiar with his work and that of the other contractors.

The contractor shall furnish and install, complete in every detail and every respect, whether specifically specified or not, all electrical equipment, wiring and electrical work for the bridge, commencing at a WEPCO backless box located on east face of the west abutment in accordance with the plans and specifications as required to make the installation complete including emergency power generator and all field connections to the hydraulic machinery as furnished by the hydraulic operating equipment contractor.

SPECIAL CONDITIONS:

It is intended that these specifications shall provide for a complete electrical installation, essentially as shown on accompanying drawings, or as described herein, or as may be required, including the work of cleaning, adjusting the equipment to suit the operating conditions, and furnishing all operating instructions in a manner satisfactory to the Commissioner of Public Works.

All of the electrical controls as specified herein shall have been built for at least two other bridges and each shall have been in operation for at least one year. The Contractor shall furnish the location of such installations as comply with these conditions.

The contractor shall obtain from the Commissioner of Public Works, in the field, the exact location of all apparatus and equipment not definitely located on the drawings in dimensioned form.

SCOPE OF WORK: The electrical contractor's work shall include the furnishing of all labor and material for the following:

1. The one-station control desk in the operator's house and wire complete for operation of the bridge.

2. The control cabinet closure, all electrical equipment and appurtenances.

3. Distribution panels and load center for power, lighting and controls.

4. All lighting fixtures, convenience outlets, switches, pier and navigation lights and bridge lights including those in the operator's house, clock, door bell, etc.

5. All conduit lay-in-duct, flexible cable and wiring complete for the entire bridge, together with all necessary junction boxes and hangers or supports as required.

6. The necessary limit switches.

7. The traffic signals, warning bells, flashers, and conduit and wiring for traffic gates.

8. The emergency electric generator and all controls, including fuel tank, remote radiator, etc., complete.

9. The service entrance equipment.

10. The power conduit and wire commencing at backless box, on east face of west abutment.

11. The conduit for telephone, commencing at east abutment wall as shown.

12. The wiring connections for hot water heater sewerage ejector, electric heating furnace, air intake and exhaust damper motors, air exhaust fan motor, etc.

13. Street lighting, poles, traffic gates and all conduit, junction boxes, and expansion fittings for street lighting and traffic controls encased in concrete on the approach spans and in the abutments.

14. A complete wiring diagram of all power and control connections as installed upon completion of the work. This shall include laminated or engraved metal plates of wiring diagrams to be installed on control cabinet doors.

15. The connection of the main hydraulic power unit and emergency hydraulic power unit.

16. All sleeves for openings in wall or floor.

17. All conduit and electrical junction boxes placed in concrete in the approach spans on east and west sides.

18. Heating cable and thermostats for water and sewer lines under approach span.

19. Disconnect switches for sump pumps.

20. Temporary power on both east and west banks of river as shown on "General Construction Plan", including connecting of temporary service to "River Promenade".

21. Permanent connection of power to "River Promenade" as indicated on plans.

22. Salvage and conversion of bridge house bells to electrically operated. One bell to be installed on bridge house, other (including controls) to be furnished to City as spare.

23. Additional lights and keyed switches on control desk for adjacent vertical lift bridge as called for on plans.

24. Heating furnace and all accessories including sheet metal duct work, registors, controls, etc., as shown on heating drawings.

25. Intake and exhaust dampers with motors, exhaust fan and all accessories including sheet metal frames as shown on heating drawings.

EQUIPMENT INSTALLED BY OTHERS AND WIRED UP BY ELECTRICAL CONTRACTOR:

1. Sewerage ejector.

2. Sump pumps.

3. Main hydraulic power unit and emergency hydraulic power unit.

4. Electric hot water heating unit.

WORK BY OTHERS

1. Street lighting shall be connected by others after this contractor has electrical poles erected.

2. Street lighting luminaries shall be furnished and installed by others.

3. First branch contractor shall place all sleeves for openings in walls or floors. Number and size of sleeves to be verified by electrical contractor, who shall also furnish them.

4. First branch contractor shall grout or caulk all openings around conduits, ducts, etc., passing through concrete walls or floors.

ADJUSTMENT AND OPERATION

The contractor shall instruct the City of Milwaukee employees assigned to the bridge in all matters of maintenance adjustment and operation.

After all parts function properly and have received their final adjustment and approval, any part equipped with a setscrew shall have the same locked into their respective shafts such that they will be safety locked into place.

It is intended that these specifications shall provide for a complete electrical installation, essentially as shown on the plan drawings, or as described herein, or as may be required, including the work of cleaning, adjusting the equipment to suit the operating conditions, and

furnishing all operating instructions in a manner satisfactory to the engineer. Any items not mentioned shall be furnished by this contractor as part of complete electrical package.

The contractor shall secure all necessary certificates for all work installed by him, pay all fees and changes connected therewith, and deliver same to the engineer.

Before submitting his bid, the contractor shall familiarize himself with the rules of all boards or departments having jurisdiction. If any material or work be installed or specified contrary to such rules, same shall be altered to meet the regulations without any extra cost to the State of Wisconsin.

GUARANTEE: The contractor shall guarantee to replace or repair promptly at his own expense, as directed by the Commissioner of Public Works or his agent, all workmanship or materials in which defects may develop within one (1) year from the date of final acceptance of his work. This guarantee includes all damage done by the operator due to faulty equipment, poor installation or poor construction.

PATENTS: The contractor shall indemnify the City of Milwaukee against all losses, claims, actions or judgments brought or received against the City of Milwaukee due to violation by the contractor of letters, patent, patent rights, or infringements thereof, or by reason of the use of machine or manufacture of composition of materials in violation of patent or patent rights or infringement thereof.

ADJUSTMENT AND OPERATION: The contractor shall adjust the existing devices, and do everything necessary to suit requirements and to assure the correct operation of the bridge with the control desk.

The contractor shall instruct the City of Milwaukee employees assigned to the bridge in all matters of maintenance adjustment and operation.

After all parts function properly and have received their final adjustment and approval, any part equipped with a set screw shall have the same locked into their respective shafts such that they will be safely locked into place.

CODE RULES: All material and labor for the installations as specified herein shall comply with the latest rulings, regulations, laws, etc., of the following:

National Electrical Code
Statutes of the State of Wisconsin
Ordinances of the City of Milwaukee
A.I.E.E. Standardization Rules
Federal Navigation Regulations
Wisconsin Electric Power Company

The contractor shall secure all necessary certificates for all

work installed by him, pay all fees and charges connected therewith, and deliver same to the Commissioner of Public Works.

Before submitting his bid the contractor should familiarize himself with the rules of all boards or departments having jurisdiction. If any material or work be installed or specified contrary to such rules, same shall be altered to meet the regulations without any extra cost to the City of Milwaukee.

DRAWINGS: The contractor shall furnish, as early as possible after the execution of the contract, in quintuplicate, the following drawings or other appropriate identification indicating the equipment he proposes to use, together with engineering data, which must be approved before any work is done or equipment ordered:

1. Service entrance equipment and disconnect switches.
2. Distribution panels load center and circuit breakers.
3. Stand-by electric generator.
4. Control cabinet.
5. Control desk.
6. Lay-in electrical duct.
7. Terminal cabinets.
8. Limit switches.
9. Aluminum light poles.
10. Light fixtures.
11. Navigation lighting units.
12. Electric clock.
13. Traffic flashers and controls.
14. Traffic warning bells and signals.
15. Flexible cable.
16. Complete wiring and schematic diagrams of all power and control connections.
17. Control devices such as master controllers, gate controllers, relays, transfer switches, motor starters, foot switches, etc.
18. Terminal boxes and terminal blocks.

19. Traffic control gates.

20. Electric furnace.

21. Registers.

22. Air exhaust damper with motor.

23. Air intake damper with motor and aluminum mesh insert screen.

24. Air exhaust fan.

The wires of the wiring diagram shall be systematically numbered so as to inter-relate the various drawings and also the numbers on the tags on the boards so that both the installation and the location of faults may be expeditiously administered. A legend or equivalent shall be submitted on the drawings to indicate the various pieces of electrical apparatus. Furnish a line diagram of all the electrical connections which summarize the detail drawings, which detail drawings shall be as follows:

Elementary Wiring Diagrams (Complete)
Control Cabinet Wiring Diagram
Control Desk Wiring Diagram
Accessories Wiring Diagrams
Inter-Connecting Wiring Diagram
Control Desk Details

The contractor shall furnish tracings and four (4) sets of prints of the wiring diagrams after the work is completed.

The contractor shall furnish and install on control cabinet door 7 - 10" x 15" (1 each) engraved metal plates with his complete wiring diagrams engraved thereto.

All apparatus installed shall conform to space conditions, so as to use the structural work indicated on the plans for supporting all apparatus.

Should the contractor desire to make alterations in the indicated details required to accommodate the work under this item, he shall submit such alterations to the engineer for approval prior to incorporating the modifications into his work. Such alterations shall be performed at no additional contract cost.

APPROVALS: Wherever the words "or equal" or "or approved equal", or similar terms are used, it shall mean approval by the Commissioner of Public Works or his agent. All drawings, bulletins and data necessary for an approval shall be submitted inquadruplicate to the Superintendent of the Bureau of Bridges and Public Buildings. Such approval shall apply to general design only and shall in no way relieve the contractor from the responsibility for the proper operation, suitability or safety of the equipment he furnishes and installs.

All apparatus installed shall conform to space conditions, so as to use the structural work indicated on the plans for supporting all apparatus. Changes in the details required to accommodate the work of this contract shall be anticipated by this contractor and shall be in all ways satisfactory to the Commissioner of Public Works in the field, subject to his approval, and done at no additional expense to the City of Milwaukee.

PROTECTIVE COVERING: The control desk and such other pieces of equipment, as deemed necessary by the Commissioner of Public Works or his agent, shall be completely covered at all times after delivery with a dust-proof, non-porous fabric until completion of the work.

ELECTRICAL SERVICE: The contractor shall extend the service (120/208 volt, 3 phase, 60 cycle, 4 wire) from the east face of the west abutment to the bridge house as shown on the plan.

For this service 4-#500 cables in 3 1/2" conduit shall be used up to the main load center.

All conduits, meter sockets, pull boxes, etc., in regard to any electrical apparatus lighting circuits, telephone, etc., shall be furnished and installed under this item. Wiring for the telephone will be done by the Wisconsin Telephone Company.

CURRENT: The current for the main motor, gate motors, sump pump motors, emergency pump motor and emergency electric generator shall be 208 volt, 3 phase, 60 cycle.

The lighting systems, all signal systems and the like, shall be single phase, 120 volt, except where lower voltages are indicated.

The lighting circuits shall be taken from the line side of the 3 phase main load center so that the power to the 40 H.P. motor may be off completely with all of the lights for general illumination on.

LOCATION OF CONTROLS: It is intended that all motors, controls, lights, etc., shall be as shown. All controls and equipment, shall be furnished for both sides. The switchboards, controls, etc., and its apparatus shall be installed in the control desk located in the control room of the bridge house. All motor starters, relays, transfer switches, etc. shall be installed in the control cabinet which shall be located in the equipment room of the bridge house.

CHASES, CUTTING, BURNING AND WELDING: At no time will the contractor be permitted to cut or burn holes, slots, etc. in the steel structure to place his conduits, equipment, etc., except as shown on the plans, or as directed by the engineer.

Hangers, brackets, boxes, etc. necessary for the installation of conduits, switches, or other equipment shall be welded to the steel structure or supported from the structure with fasteners. No welding shall be done or fastening devices employed without prior approval of the engineer.

PAINTING: All electrical equipment shall be cleaned, painted, varnished, polished or refinished as may be directed, so as to have a finished surface after installation.

The contractor shall touch up with red lead all scratches, welds, etc.

CONDUIT BOXES: Outlet or junction boxes shall be sheradized or galvanized.

Outlet boxes and junction boxes on the bridge or where exposed to the weather directly or indirectly shall be of the galvanized malleable iron type especially suited for the purposes intended, such as galvanized condulets with treaded pipe openings with rubber gaskets so as to be weatherproof.

Where boxes support fixtures, they shall be equipped with no bolt fixture studs and be securely anchored to the structure with approved fastening devices for the type of construction involved. No sectional boxes shall be used.

SWITCHES AND OUTLETS: Wall switches for the operator's house shall be 10 ampere, 120 volt, "t-rated", fully enclosed bakelite or equivalent composition cases, toggle type.

Single pole switches shall be Bryant #4961, or an equal switch as made by Hubbell, P. & S., or an approved equal.

Three-way switches shall be Bryant #4963, or an equal switch as made by Hubbell, P. & S., or an approved equal.

All switches, except those in the house, shall be vaportight and weather proof switches as Crouse-Hinds DS-128 or an equal as mady by Appleton, Killark or approved equal.

No switches or outlets, etc., shall be surface mounted.

Switches in the operator's house shall be installed flush, with finished plaster line.

Where switches are shown in gangs, the contractor shall provide gang switch plates of proper size as required.

Convenience outlets in the operator's house shall be duplex, 15 ampere brown bakelite as Bryant #9260 or an equal outlet as made by Hubbell, P. & S., or an approved equal. All other convenience outlets shall be 15 ampere, 125 volt, with threaded cap on cover as Crouse-Hinds #ds-96 or an equal outlet as made by Appleton, Killark or an approved equal.

CONDUIT: All conduit shall be rigid steel in accordance with Subsection 613.2.2 of the standard specifications.

All rods, supports, screws, etc., used in the installation of conduits, boxes, cabinets, etc., shall be galvanized when used on the bridge or when open to outside weather conditions.

Conduit at all motors shall be liquid-tight flexible metal conduit with an extruded polyvinyl chloride cover. Standard liquid-tight connectors shall be used. Conduit around machinery shall be neatly run where necessarily exposed and connected with condulets. The conduit shall run along the equipment, etc., and not out in the open. Turns shall be made with condulets, unless the conduit hugs a curved surface, to where the conduit may be bent.

Conduit on the lead (moving parts) shall be installed with extraordinary precaution against vibration or becoming loose due to vibration by the free usage of position lock washers, two nuts, upsetting threads, etc.

The contractor will be required to follow routes of conduit as shown on plans. Conduit shall be run in place, made secure and tight, and wire pulled after completing the conduit work. No safety or fish wires will be permitted in conduit while same is being laid. Conduits shall be so installed that the required conductors may be drawn in without injury or excessive strain.

There shall be a minimum of one inch (1") clearance between conduits and boxes. Wherever conduit is threaded into boxes or fittings, the threaded surfaces shall be painted with white lead, when fitting up, so that there will be no unprotected surfaces exposed.

Cast iron, except malleable cast iron, shall not be used in the construction or for the small electrical parts which are located on the moveble parts of the bridge.

Suitable drainage arrangements, drain tees, and steam tight threaded pipe connections in malleable iron fitting shall be used to make the conduit free from water.

WIRE AND CABLES: All wire and cable shall be type THW or MTW when used in conduit, covered, 600 volt. All wires shall be thoroughly tinned, soft drawn 98 percent conductivity copper.

Minimum size of wire shall be #12 AWG except for control circuits where #14AWG wire may be used. All other wiring shall be sized as shown on the drawing or specified by the codes.

The neutral wire of all branch circuits shall have a white braid and all connections to single pole switches shall be so made that the operation of the switch opens the outside leg.

INSTALLATION OF WIRE AND CABLES: In general, wiring shall be run in conduit except between the control desk and control cabinet where it shall be run in lay-in electrical duct.

The navigation lights, both bridge and channel shall be switched separately from the control desk and shall constitute independent circuits. There shall be an independent circuit for each roadway gate motor, warning bell, traffic stop signals, roadway gate lights, and for each group of lamps, with overload protection for each group. No common grounded return circuit will be permitted.

All wire shall be tagged.

WIRE DUCT: Wire duct shall be type J.I.C. oil-tight wireway and fittings with 14 gauge steel with 10 gauge welded flanges. Straight lengths shall have hinged covers with sponge neoprene gasket all around and held closed with external clamps. Solid neoprene gasket, 1/8", shall be used between flanges. The finish shall be gray prime coat over a phosphate surface. Duct shall be fastened to wall and ceiling with lead sleeve masonry anchors. Prior to pouring concrete floors, the contractor shall locate where the duct is to pass through the floors so openings can be provided. The space around the duct shall be grouted after the duct is in place.

CONTROL WIRES: The contractor shall furnish and install all the control wiring in the duct or conduits.

All stranded conductors shall be furnished with solderless copper pressure terminals at terminal boxes properly tagged and identified.

All joints shall be mechanically strong and shall be carefully pressed. The braid shall be cut back so that the insulation tape will bond with the terminal so as not to pull back on.

Wires, in general, shall be properly bunched, held with tape, the end of tape firmly tied in place to prevent loosening.

On the bridge, or where subject to vibration, wires and cables at vertical entrances to boxes shall be supported at the lower edge with fiber sleeves firmly attached to the wire.

At all terminals and in junction boxes, etc., wires shall be permanently tagged with fiber, or equal, identification tags which shall bear the same identification marks as appear on the wiring diagram. The switchboard shall have metal tags mounted at the connectors or plates mounted on the board.

FLEXIBLE CABLES: P.W.C. multi-conductor flexible control cable shall be rated 600 volt insulation. Thirty #12 A.W.G. conductors (65 strands of #30 copper wire per conductor) shall be insulated with a high electric strength, neoprene jacket, color coded to make circuits easily traceable and cabled for maximum flexibility, with hard service neoprene jacket around outside, which will not support combustion, is abrasion and impact resistant, and will not lose its resiliency or harden and crack when subjected to extremes of outside temperatures.

FLEXIBLE CABLE GRIPS: Flexible cable shall be suspended from terminal boxes "T-1" and "T-2" by means of cable grips - cable grips to be Kellems #SPR150SS stainless steel as manufactured by Hubbell Corporation or approved equal.

CIRCUIT PROTECTION: All feeders and main circuits required for power, light, signals, etc., shall be protected as specified, and as required which have an inverse-time-limit feature to prevent tripping on momentary overloads, but provide instantaneous tripping on heavy short circuits. It shall be impossible to hold the handle closed against short

circuits. Circuits shall, in general, be made tamper-proof. Local control desk circuits for closing contactors, breakers, etc. may be fused.

CABINETS: Circuits, such as the lighting circuits, etc., shall be fed, in general, from flush type cabinets equipped with De-ion circuit protectors. Cabinets shall have wiring gutters. Cabinets shall be of heavy gauge-welded steel construction.

The lighting and control distribution cabinet and the power distribution cabinet shall be installed where shown on the drawings.

All pull boxes, cabinets for the termination of the wires, cables, etc., shall be made according to the Wisconsin State Electrical Code (refer to orders 1307.01, 1307.02 and 1307.03). They shall be made weatherproof with suitable holes and gaskets under all covers.

On all steel cabinets and pull boxes a corrosion resistant finish consisting of medium light gray enamel over clear varnish with phosphate treatment and zinc chromate primers shall be used.

TERMINAL BOXES: Box "T-1" shall be 36" high x 18" wide x 8" deep. Box "T-2" shall be 24" x 12" x 8". Both boxes shall conform to NEMA 12 and to J.I.C. standards. The body of the boxes shall be 14 gauge steel and the panels shall be 12 gauge with 1/8" reinforcing plate in the bottom.

Boxes shall have zinc chromate primer and varnish under light gray enamel for a corrosion resistant finish outside and while enamel finish inside.

MAIN LOAD CENTER: Cutler-Hammer Type MP100 - or approved equal. Nema Size 0 cabinet - 4 wire to handle 208 volt, 3 phase, 400 amp service. Copper buses. Cabinet surface mounted with hinged door interlocked to prevent opening when disconnect is closed. Branch circuits as called for on plan.

HYDRAULIC UNIT DISCONNECT SWITCHES: NEMA Type 1; 4144-H444 3-blade, 4-wire to handle 208 volt, 3-phase 150 ampere service 3/mechanical interlock for single throw.

SUMP PUMP DISCONNECT SWITCHES: NEMA Type I, 4105H3301H; 30 amp; Heavy Duty Safety Switch, raintight; 250 volt; 3 pole or approved equal.

METER SOCKET: The meter socket shall be capable of carrying 208 volt, 400 ampere, 3 phase, 4 wire service and in conformance with the Wisconsin Electric Power Company.

CONTROL ENCLOSURES: The control shall consist of a control cabinet located on the pier level of the house (equipment room) and one control desk to be located on the third floor of the operator's house (control room).

CONTROL CABINET: The control cabinet shall be constructed of metal, NEMA #1A cabinet, totally enclosed, front access, with three hinged doors and three point latches, center door cut out for flush mounting of volt meter and frequency meter.

The overall height shall not exceed 72", and approximate width of 7' - 0" to receive the required control equipment without crowding and shall have provisions for future wire duct and conduit entrances provided at top and sides. (All conduit connections shall be made using watertight conduit bushings).

Control shall be factory painted before assembly of controls, with ASA No. 49 baked-on enamel.

CONTROL DESK: The contractor shall furnish and install the main control desk on the third floor of operator's house (control room). Overall sizes 29" x 48" top 36" high. Construction shall be all welded sheet metal fabricated and finished with well rounded and ground corners to provide a smooth surface throughout, and incorporate the following features:

1. Angle iron frame inside.

2. Sheet metal sides and back welded on angle frame.

3. A hinged top shall be provided with support bars on each side keyed alike.

4. Hinged doors shall be provided at front with concealed hinges and three point latches operated by "auto-type", chromium plated handles, keyed alike, and to be keyed same as other similar lift bridges.

5. Primer shall be zinc chromate and have a stipple finish coat.

6. Openings for mounting control instruments on "top" desk, name plates, and instruction plates shall be provided.

7. Instruction plates and name plates shall be brass with brush nickel finish, engraved and filled with black enamel.

8. Instruction plate (#15 on control desk) to have following instructions.

TO RAISE BRIDGE:

1. Turn traffic light switch on - allow 10 seconds for bridge house bell ringing; 20 seconds for traffic lights and bells operation - ~~green-gate~~ indicator lights will now light.

2. Lower gates - oncoming gates first - offgoing last. Red gate indicator lights will light when gate is fully lowered. Allow ~~5 seconds - red span indicator lights will~~ now light.

3. Raise span - place span control switch in raise position 1 or 2 (1 for slow - 2 for fast) - amber lights on span indicator will now light - bridge will raise to 9 inches of full open height. Span bell will ring once. Return span control switch to neutral

4. Depress foot switch - place span control switch in raise position 1 - bridge will now raise to full open height - green span indicator lights will now light - navigation light will turn green.

5. Lower navigation ball - river traffic may now pass.

TO LOWER BRIDGE:

1. ~~Lower~~ RAISE navigation ball.

2. Place span control switch in lower position 1 or 2 (1 for slow - 2 for fast) - amber lights on span indicator will now light - bridge will lower to 9 inches of closed position - span bell will ring once. RETURN SPAN CONTROL SWITCH TO NEUTRAL

3. Depress foot switch - place span control switch in lower position 1 - bridge will now lower to closed position - red span indicator lights will now light.

4. Raise gates - offgoing first - oncoming last - green indicator light will light when gates are fully open.

5. Turn traffic light switch off.

NOTE:

1. Raising and lowering sequence can be reversed at any place in the sequence.

2. Emergency - if span goes into uncontrolled fall place span control switch in raise position 1 or 2.

PHOTO ELECTRIC CELL: Weatherproof for outdoor use with adjustable light intensity capable of carrying 1,000 watts, 120 volt.

LIGHTING FIXTURES: The plan shows the location of all lighting and convenience outlets, switches for same, etc., for general lighting service, all of which are to be installed completely with lamps, reflectors, etc.

TYPE "A": Surface mounted florescent fixture, 2 - 40 watt rapid start, 48" long warm white lamps, wrap around lens, EPS248R4 Northern Light Company or an equal, as made by Da-Brite, Lighting Products, or an approved equal.

TYPE "B": 150 watts, ceiling mounted, prismatic glass refractor bowl in steel housing with separate ceiling plate which holds the medium base socket and metal reflector. Pearl gray finish; Holophane No. C-824 or approved equal.

TYPE "C": 100 watt, ceiling mounted, explosion proof and dust-tight fixture, Type ELP, R & S 4501, or an equal as made by Appleton, Crouse-Hinds, or an approved equal.

TYPE "D": 100 watt, wall mounted explosion proof and dust-tight fixtures. Type ELP Bracket Fixture, R & S 4541 or an equal as made by Appleton, Crouse-Hinds or an approved equal.

TYPE "E": Standard pier lamp. Cast iron base, fitted with 8" 180° red Fresnel lens, totally waterproof, complete with flange for mounting.

Western-Cullen Division, Federal Sign and Signal Corp., Section 80, "Bridge and Navigation Aid Catalog" Page 4, Type I; Wallace & Tiernan Cat. #710-170, Drawing 8912 or approved equal.

TYPE "F": Bascule Bridge Lamp. Cast iron base, fitted with 8" - 180° red and green Fresnel lenses. Totally weatherproof and complete with retriever chain and access opening for lamp renewal. These lamps are to be controlled from the operator's desk and the limit switches on the operating machinery shall change the color scheme from red to green. Wallace and Tiernan, Catalog #710-170, Drawing 18150-1, or Western - Cullen Division, Federal Sign and Signal Corp., Section 80, "Bridge and Navigation Aid Catalog", Page 5, Type 2 or approved equal.

TYPE "G": 75 Watt mercury vapor flood lights suitable for exterior mounting. Note quantity and special mounting as called for on plans.

LIGHTING UNITS: Contractor shall furnish and install aluminum light poles on bridge structure. Poles are to be anchor base aluminum one-piece Davit light pole, 8.0" bottom diameter x 30.0' shaft with 0.188" wall thickness. Size of slip fitter 2 3/8" O.D. Tenons X 5 1/8" long. Poles to be set vertical.

TRAFFIC GATES: Install two pair of completely electrically operated traffic gates, Western-Cullen Division, Federal Sign and Signal Corporation, Section 80 "Bridges and Navigation Aids Catalog", Page 13, Model 5920-NN-11 with 35 foot arm lengths, or approved equal. Motor to be 1/2 horsepower, 3 phase, 208 volt, 60 cycle current. Six gate lights are to be installed on each gate arm at about 6'-0"o.c. Angle of travel will be 90° from a vertical position to a horizontal position. No sidewalk arm will be required. Electrical circuitry shall conform to that circuitry shown on wiring diagram. All electrical wiring to be completely weatherproof.

The housing for the mechanical equipment encasing the operating mechanism shall be weather and dust proof, made of heavy cast iron or cast steel, and painted with one shop coat and two field coats after installation. Provide a door to allow access to all parts of the device which will be weatherproof and dust proof.

The arms shall be constructed from 1500F-1.4E WWPA 1970 Douglas fir or yellow pine, free from large or injurious knots, thoroughly seasoned. The arms shall consist of two main bars, spread apart at suitable distances for stiffening and bolted together. The gate arms are to be painted white with stripes on the outside faces - 16" wide at 45° angle alternately striped - reflectorized red and white.

The electrical equipment for each gate shall be complete with motor, wiring, limit switches, etc., and shall be that the gate can be fully opened or closed in approximately ten (10) seconds and that it will automatically cut out and stop when it has reached the fully opened or closed position.

The gates shall be under control of the operator at all times, so that they can be instantly started or stopped at any angle or reversed. The gate arms shall be balanced in an approved manner and set for a travel of 90° each. Provisions shall be made in the driving mechanism for operating the gate arm by hand in case of emergency.

The mechanism, motor, etc., shall be filled with such oiling devices as will not necessitate changing oils or greases for the various weather conditions. The bearings not mounted in oil shall be provided with alemite giant buttonhead fittings.

The power transmission from the motor to arm shafts shall be by gears, worms, and worm gears and not by roller chains. All gearing shall be forged semi-steel with not less than 12 D.P. cut teeth. The worm gear unit shall consist of an alloy steel worm and a bronze worm gear totally enclosed in a rugged case equipped with ball thrust and radial bearings. The work gear case shall be dust-tight and designed to provide an oil bath for worm and gear.

GATE LIGHTS: Contractor shall furnish and install six (6) gate lights on each traffic gate arm complete with all wiring thereto. Wiring to be completely weatherproof. Lights shall be a 360° red Fresnel lens shielded to provide indication to cross traffic only. The shield shall be adjustable.

Western-Cullen Division, Federal Sign and Signal Corp., Section 80, "Bridge and Navigation Aids Catalog" Page 25, Type 1590 or approved equal.

TRAFFIC SIGNALS: The signals shall be equal to Crouse-Hinds Catalog #0700050 W/AAAB Reflector or Eagle Catalog # Size (402) 2 Section Traffic Signals, or an approved equal.

Each signal shall be one-way fixed type unit for mounting on signal standard. Clamps shall be Crouse-Hinds, Eagle, Econolite, or an approved equal.

Housing of each section shall be of die or sand cast aluminum or polycarbonate, weatherproof, strong and have a smooth and neat appearance. The sections shall be made so that they can be securely bolted together. Finish shall be Federal Yellow.

The optical units shall have a 12" diameter reflector of such design as to effectively combat "Internal Phantom" without impairing the optical efficiency and to be heavy precision spun Alzak or high quality clear glass with the silvering protected by a heavy coating of backing material. The reflector shall be held securely against a lens gasket and be dust tight. The optical unit shall be designed for use with a 150 watt, 115 volt high grade traffic signal bulb.

The lenses shall be red and designed to meet the candle-power distribution requirements of the Specifications of the Institute of Traffic Engineers. All lenses shall have a smooth outside surface to prevent the accumulation of snow and ice.

Each section shall have a metal sun visor, open at the bottom, approximately 7" long and a downward tilt of about 8°.

The complete signal shall have a neat and attractive appearance and be of a rigid construction that will withstand rough usage. All parts shall be made sufficiently accurate to permit complete interchaneability.

BRIDGE HOUSE BELL: The contractor is to salvage both bridge house bells on existing bridge, have electrical mechanism installed, thus converting bells to electric operation and re-installing one bell on new bridge, furnishing second bell along with ringer controls to City of Milwaukee as spare.

The contractor is to guard against theft of these bells and will be required to furnish new bells if such bell or bells should be lost or stolen.

Conversion of the bell may require a reconstruction of the bell's yoke. This reconstruction shall be included in the contractor's unit price bid.

Reference is made to the I.T. Verdin Co., 2021 Eastern Avenue; Cincinnati, Ohio 45202 or any company - approved equal.

Bells to be of stationary type with fixed yoke operating on 208 volt 60 cycle current with I.T. Verdin Co. Model 15-70 striking mechanism or approved equal.

Bells to be furnished with ringer controllers - I. T. Verdin Co. Model SC-70 or approved equal. Bell to have a hard and then soft ring operating at about 30 strokes per minute - strokes per minute to be adjustable from 15 to 60 strokes per minute.

WARNING BELLS: Existing warning bells mounted on existing gates to be salvaged and re-used. Contractor will be required to install all wiring thereof.

FLASHERS: Contractor to furnish and install two sets of flashers; one for gate lights and one for traffic signals as indicated in wiring diagrams.

The flashers shall be Crouse-Hinds #TSS-18, Eagle HT130, or an approved equal, with a radio interference suppressor and a fuse block. They shall have a general purpose enclosure for indoor mounting, a motor type drive able to control 2 circuits carrying an incandescent lamp load of at least 10 amperes each. The speed of the flash shall be 40 per minute with an adjustment for variation of plus or minus 10 flashes.

EQUIPMENT IN CONTROL CABINET: Devices required for operation of the bridge shall be mounted without crowding and with ample creepage distance between all current carrying parts. Each device shall be identified by an engraved name plate in white letters with black background.

Circuit breakers shall be of such type as is necessary to carry the rated current of the circuit in which they are connected as defined in regulations of the National Board of Fire Underwriters, but in no case less than 60 ampere frame size.

The control panel board shall contain all the contactors, relays and switches necessary for the operation of the bridge and to provide all interlock circuits. These devices shall be completely wired with all necessary terminals for external power circuit connections. All control or equivalent size wires that are to be connected to other devices apart from the panel board shall be connected to terminal boards with the terminal numbered to agree with the wiring diagram. No wire shall be smaller than #14 in connecting the various control devices to the panel board. All components, wiring, etc., shall be rated in accordance with NEMA standards for 600 volts maximum.

The control panel board in the control cabinet shall include the following principal items of control:

As required - terminal blocks - 30 amp. 600 volt rated with screw type connection and marking strip - for power or control circuits.

1 - 3 - pole 50A, circuit breaker for disconnecting emergency hydraulic pump circuit.
1 - 3 - pole relay for interlocking the gate motor circuit.
1 - Undervoltage relay.
1 - Phase failure relay.
2 - Current sensing relays.
4 - Control relays required for controlling hydraulic valve solenoids.
3 - Motor starters for main hydraulic pump, 3 phase non-reversing constant speed, magnetic with O.L. relays.
3 - Motor starters for emergency hydraulic pump, 3 phase non-reversing Wye-Delta constant speed, magnetic with O.L. relays
1 - Automatic line transfer control (Furnished by the manufacturer of the emergency electric generating plant) and installed in control cabinet (see emergency electric generating unit specifications).
1 - Volt meter mounted on center door of control cabinet.
1 - Frequency meter mounted on center door of control cabinet.
1 - Lapse time meter mounted on center door of control cabinet.
4 - 3 pole circuit breakers for gates.
1 - 3 pole 100A circuit breaker for disconnecting emergency generator.
1 - Traffic light latching relay.
4 - Traffic light flashers.

Various other fuses, relays, time delays, etc., as required and shown on wiring diagram.

The contractor shall furnish to the engineer a certification that all equipment mounted in control cabinet has been tested for proper sequence and function, together with the equipment mounted in the control desk.

EQUIPMENT IN CONTROL DESK: The following instruments will be assembled to the desk by the manufacturer complete with all wiring to terminal blocks inside the desk; and tested for sequence, grounds and operating voltage in accordance with new NEMA standards of control.

No. Req.	Description
2	Control switches for east and west side gate motors marked "up" and "down".
1	Single stroke bell within the desk for nearly open or nearly closed position of the bridge span.
1	Span position indicator with illuminator dial. (Flush mounted type with illuminated line and letters to show position of bridge span.)
1	Ammeter and voltmeter and line voltage switch.
as shown	Indicating lights; lamp and lens of designated color.
1	Spring Centering, span control switch.
4	Spring Centering, traffic gate switches.
2	Key lock switches for navigation lights and pier lights - keyed alike with retractable keys.
1	Key lock switch for traffic lights and bells - keyed alike with non-retractable keys.
1	Key lock switch for by-pass keyed alike 3 with non-retractable key.
1	Foot operated switch for operation of span (lift or lower) in nearly closed and nearly open position.

Contractor should note keying scheme and supplying of additional key lock switches for control desk on adjacent Wisconsin Avenue vertical lift bridges as described on plan.

LIMIT SWITCHES: The contractor shall furnish, install and completely wire 2 - double rotary level type in watertight NEMA #4 case with 2 normally open and 2 normally closed snap acting spring return contacts; rated 15 amps. at 110 volts continuous duty for clockwise and counter clockwise operation.

Limit switches shall be mounted on limit switch pole and wired to operate as shown on wiring diagram.

The cams shall be furnished under Item 50601, structural carbon steel, and installed and adjusted under Item 90002, electrical work.

The limit switches are shown on schematic diagram and shall provide the control of the following functions:

1. Stop the span at the fully open position.

2. Stop the span at the closed position.

3. Stop the span at the "nearly open" position and require the return of the master switch to the "off" position before span can be operated between "nearly open" and "fully open" positions at slow speed by means of the master controller and foot switch.

4. Stop the bridge at the "nearly closed" position and require the return of the master switch to the "off" position before span can be operated between "nearly closed" and "fully closed" positions at slow speed by means of the master controller, foot switch and pressure switch on hydraulic equipment controller.

5. Operate fully open indicating lamp.

6. Operate fully closed indicating lamp.

7. Control interlocking circuits as shown on plan.

8. Change navigation lights from red to green upon proper position of opening.

9. Change navigation lights from green to red upon closing.

INTERLOCKING SYSTEMS: The complete electrical interlocking system shall provide as listed above and described below for the protection of street traffic and the bridge operating machinery such as will absolutely limit the sequence of operation of the various motors except as provided under emergency service.

1. Bridge house bells, traffic flashers and warning bells and gate circuit are energized together in first (on) position - the second position (bell off) de-energizes the bell with traffic flashers still energized. A 10 second delay and a 20 second delay for bridge house bell and traffic flashers and warning lights occur respectively before gates can be lowered. After lowering gates an additional 5 second delay occurs before it is possible to operate the hydraulic machinery by means of the master switch. The master switch enables the operator to stop the span at any point in its upward travel, and lower it without reaching the upper limits of its travel. The control of the span is interlocked with the flashing stop lights and traffic gates so as to prevent the raising or lowering of the span without these being continuously energized and the gates down whether operating on main power or emergency power.

EMERGENCY SWITCHES: The contractor shall provide key lock emergency by-pass switch on the control desk by means of which it will be possible to free the operation from the interlocking features in case of emergency. This switch shall plainly indicate its individual purpose and shall be connected to accomplish the following results:

1. To release interlock between gate motors and control switch so as to raise the span in case of damage to gate mechanism.

2. To release gate and traffic lights from dead bulb sensor interlock.

TELEPHONE: A telephone outlet shall be located in the operator's house as indicated on the plan. A 3/4" and 1" conduit system with pull-in wires, outlets and necessary pull boxes shall be installed for a telephone in the control room (3rd floor).

One outlet box, about 6" x 10" x 4" deep shall be installed for a bell above entrance door on the outside of building. This outlet box shall receive a bell.

A 1" conduit run and fish wire shall be provided from Telephone Company's splicing chamber and in accordance with their requirements to junction box (6 x 6 x 3" deep) located on ceiling of utility room as shown on the structure plan.

The Wisconsin Telephone Company will furnish and install the telephone bell and telephone wire.

ELECTRIC CLOCK: The clock shall be a brown wall-mounted type, 8" in diameter and have a sweep second hand.

DOOR BELL: The contractor shall furnish and install door bell signal, complete with transformer.

HEATING CABLE FOR SEWER AND WATER LINES ON BRIDGE: General Electric silicone-rubber heating cable or approved equal, Nichrome therm wire #19AWG, 10 watt per foot rated. To cover entire length of sanitary sewer and water pipes outside of bridge house as noted on plumbing drawings. To be thermostatically controlled to operate when pipe temperature falls below 40°F. To operate from 208 volt a.c., 3 phase, distribution panel. Should be fixed thermostat as in locked box.

EMERGENCY ELECTRIC GENERATING UNIT: Diesel generator rated not less than 32.5 KW, 40.5 KVA continuous duty for standby; 0.8 P.F.; 120/208 VAC; 3 phase; 4 wire, open type, 60 Hertz; Kohler Model 30ROZ84 or approved equal. Rating bases on generator with all accessories at 1000 feet elevation and 80°F.

A. Engine: 4 cylinder, 4 cycle, 61 HP at 1800 RPM, not less than 226 cubic inch displacement; liquid cooled for operation on #2D diesel fuel; 12 volt cranking starter; electric fuel solenoid shut-off valve with standard engine fuel filters. Engine to be equipped as follows:

1. Remote Radiator Cooling System: Engine set up for radiator application with water cooled exhaust manifold and engine thermostat; four flexible water connections for both engine and remote radiator.

2. Remote Radiator: Provide one Perfex type DDV-15 remote radiator; 1 1/2 HP rated for ambient air temperature of

105°F and at an elevation of 1000' above sea level, and sized with 50% by volume ethylene-glycol inhibited antifreeze and a total system fouling factor of 001. The radiator shall be of the vertical type with horizontal air discharge, and include a steel frame, cooling coils, fan, fan guard, screen core guard, fan ring, and fan drive. Coil framework shall be designed to withstand winds of up to 80 MPH velocity.

3. Remote Radiator Fan and Ventilation Fan Motors: Combination type motor starter for the radiator and ventilation fan shall be provided and have a 2 wire 120 VAC control, magnetic type, with H-O-A selector switch, pilot light, fuses, and NEMA I enclosure. Ventilation fan starter to include a 0 to 1 minute adjustable time delay on energization.

4. Engine Accessories: Heavy duty air cleaner; engine driven fuel pump; overspeed cutout with reset switch; low oil pressure and high temperature cutouts; 2 flexible fule connections; plant to have a heavy steel skid type base with neoprene type vibroisolators; 1000 watt, 120 VAC engine coolant heater with adjustable thermostat; seamless steel flexible exhaust connection; four (4) operations and parts manuals.

5. Generator: Shall be 12 lead reconnectable type, drip proof construction, with radio suppression, built to NEMA, IEEE and ANSI standards, temperature rise shall be no greater than 80°C by resistance (at the continuous 25 KW prime power rating) above 40°C ambient Class F insulation to allow good motor starting characteristics, voltage regulation within +2% from no load to full load, frequency within 3 Hertz, no load to full load at normal operating temperatures with velocity type governor.

6. Vibro Mounted Control Panel: Shall contain an over cranking limiter with resetable reset button; 3 phase sensing resetable field circuit breaker; 3 position field circuit breaker; 3 position engine test switch (to test plant without transferring load); 32 amp high rate battery charging circuit to operate while plant runs; adjustable 2 - 1 minute delay on engine shut down after retransfer to normal; voltmeter; ammeter; C.T.'s and selector switch; emergency stop switch; adjustable A.C. voltage level control; 2 panel lights, running time and frequency meter-dial type; cranking cycler-adjustable type; oil pressure gauge; water temperature gauge, battery charging ammeter; alarm panel with 6 pilot lights to indicate low oil pressure - high water temperature - over crank - overspeed conditions -

emergency stop and switch in "off" position; alarm light test switch; molded case; 3 pole - 100 amp line circuit breaker; NEMA I enclosure.

7. Batteries and Rack: Provide one 12 volt, 100 ampere hour lead antimony type starting battery rated at the 20 hour rate; with steel floor rack; cable and jumpers; cable to be 7 feet in length.

8. Battery Charger: Provide 12 VDC battery trickle charger with fixed high rate of 2 amps; indicating light; adjustable float rate from 50 to 250 milliamperer; rheostat; milliammeter - D.C. fused; for conduit installation and NEMA I enclosure.

9. Accessories: 1 - 2" maximum silencer, #MUL-2 for residential silencing; 1 - 120 gallon certified welded fuel tank size 22" by 72" high, 16 gauge remote reading liquid levelometer, including 20 feet of plastic sensing tubing; tank to be equipped with flanged bottom for mounting to concrete floor; fill tank with #2D Diesel fuel before leaving job; 1 - Yoloy Fuel line with all necessary connections; 1 - marine type water separator and fuel filter to be installed; vent pipe and fill pipe as called for on plans.

10. Automatic Transfer Switch: Provide automatic transfer switch, ASCO model 940340045C or approved equal rated 400 amps per pole, 3 pole, 3 phase, 4 wire, 120/208 VAC, operated by a single solenoid mechanism momentarily energized, positive mechanical locking in normal and emergency positions shall be inherent, without use of hooks, latches, semi-permanent magnets or springs. All parts of the mechanical driving system and mechanical interlocks shall be electrically dead. Molded plastic parts shall not be used as part of the operating linkage between electrical operator and the main operating shaft of the switch. All main bearings shall be of the radial type. Main contacts shall be silver cadium. Arcing contacts shall be silver tungsten. Load carrying parts shall have full 600 volt insulation and main contacts, as well as arcing contacts, shall be replaceable without disassembly of the operating mechanism or removal of the automatic transfer switch unit from the enclosure. Main contacts shall be capable of carrying full load without exceeding UL temperature rise specifications when arcing contacts are removed. Sensing and control relays shall be wiping contact, industrial type. The following accessories shall be included:

    a. The automatic transfer switch manufacturer shall certify that the product being furnished shall have sufficient arc interruping capabilities to transfer,

without flashover between normal and emergency sources with a 20% load at .4 - .5 P.F. (Switch shall be UL-1008 listed).

b. Engine starting contact - full 3 phase sending which will signal plant when any phase falls below 70% of normal.

c. Separate control section, front removable.

d. 3 second non-adjustable engine starting delay to ignore momentary outages.

e. Voltage and frequency sensing network to prevent premature transfer of switch to load and return to normal when all phases are 90% or more of normal voltage, after an adjustable time delay of 0 to 30 minutes, and 5 minute unloaded running time delay (unless supplied as a 2 or 10 minute time delay is on the generator control panel for stabilization of normal sources and weekly exercise purposes.)

f. Test switch.

g. Manual operator for manual operation when control circuits are de-energized.

h. Two sets of N/O and N/C auxiliary contacts.

i. Neutral bar.

j. Pilot lights to show: plant is running and is in "normal" and "emergency" positions. Enclosed in an unventilated NEMA I enclosure.

10. Exhaust Installation: Complete as shown on plans, using black steel pipe, with drip pocket to collect condensation, including drain valve; pipe size to be recommended by manufacturer. Horizontal piping pitched downward away from engine, to be at least 7 feet above floor with outside rainguard. All piping and silencer to be insulated with Johns-Manville "Metal-On" with aluminum cover.

11. Field Supervision: It is mandatory that prior to securing equipment and making mechanical and electrical connections, the electricial contractor shall have factory trained personnel meet at the job site to go over the installation with the trades involved to preclude any installation problems.

12. Service and Testing: In addition to the standard factory tests, there shall be a two hour continuous load bank test at the job site in its final installed position, before connection to transfer switch, with loads from 10% to 100% to check voltage, frequency, fuel, air, cooling and

ventilating systems so that they be determined adequate. This test shall be done with a portable 3 phase load bank. A signed release for this is to be submitted to owner with deficiencies noted, if any. After this test, the generator set will be permanently connected and a comprehensive demonstration to the owner or maintenance personnel of its maintenance and operation simulating 6 power failures. Lubricating break-in oil and anti-freeze (set for -40°F) to be installed and supplied by equipment distributor.

13. Equipment: Bidders shall furnish detailed specification sheets for the particular equipment covered by this specification. Details must be complete and cover all requirements set forth above.

HEATING FURNACE::

Furnace - Lennox Model No. ES5Q-943, or approved equal meeting the following minimum specifications:

- 208 volt, 60 cycle, 6 element, 3 phase with 2 stage controls and 20.8 KW input.
- Output - 710000 BTU. 2
- Up-flow installation.
- Side return.
- U. L. approved.
- Insulated steel cabinet.
- Replaceable filter.
- Direct drive centrifugal blower with 12812 blower wheel and 3/4 h.p. variable speed motor for 208 volt, 60 cycle, 3 phase current with overload protection and self-aligning bearings.
- Temperature limit controls.
- Adjustable fan control that turns the blower on automatically when furnace reaches a pre-determined temperature.
- Limit control to shut off the burner automatically when the air temperature reaches control setting.
- Nichrome heaters.
- Circuit breakers installed in unit.
- Limit controls installed in unit.
- 24 volt transformer installed in unit.
- 24 volt thermostat - indoor - for two stage heating with thermostat guard.
- Completely automatic operation.
- Complete instructions with wiring diagram.

HEAT SUPPLY DUCTS:

Minimum thickness, 2 2 ga.
Prime galvanized sheet metal.

SUPPLY REGISTERS:

All steel construction with metallic finish.
Hollow streamlined grille bars, each one adjustable and spaced approximately.

Formed frame.
Sponge rubber gasket.
Opposed back damper that is gang-operated by key.
Sizes as shown on plans.

RETURN AIR GRILLE:

All steel construction, with metallic finish.
Hollow streamlined grille bars set at 45°.
Formed frame.

INTAKE TIGHT CLOSING DAMPER

Carner Company, Verona, Wis., extruded aluminum louver model L35F, motor operated or approved equal. To fit 24" high x 36" wide opening, insert screen, 2" blade pitched 20°. Frame of extruded aluminum with caulking recess, nylon bearings, motor model ML for 110 volt 60 cycle current-spring return.

EXHAUST TIGHT CLOSING DAMPER

Carner Company, Verona, Wis., extruded aluminum louver model L35F, motor operated or approved equal. To fit 32" square opening, 2" blades, pitched 20°, frame of extruded aluminum with caulking recess, nylon bearings, motor model ML for 110 volt, 60 cycle current, spring return.

EXHAUST FAN:

Greenheck Fan & Ventilator Corp., Schofield, Wisconsin, sidewall belted propeller fan model SBP 24-15-4, able to deliver 2400 C.F.M. at 1/4" s.p., to operate on 208 volts, 60 cycle, 3 phase current or approved equal.

SHEET METAL FRAMES FOR DAMPERS:

12 gauge galvanized sheet metal.
Size and dimensions shown on drawings.

TESTING:

This contractor shall test all circuits and equipment he has furnished and leave same in satisfactory operating condition properly lubricated where required.

This contractor shall arrange for all electrical inspections, furnish all affidavits, etc.

City of Milwaukee will not accept the job until approved by the City Electrical Inspector and electrical service is permanently connected and properly operating.

Heat tests, potential tests and temperature tests shall be made in

accordance with the Standardization Rules of the American Institute of Electrical Engineers. Tests shall be made showing the brake horsepower and torque in accordance with these specifications. Characteristic curves showing the results of such tests shall be furnished in quadruplicate to the Commissioner of Public Works whose approval must be obtained before shipment is made. Certified copies of factory tests of all electrically operated devices shall be furnished by the contractor.

REPAIRS: The contractor shall repair all damage that he or any of his employees or subcontractors may do to any of the existing parts of the bridge.

All repairs shall be done by skilled mechanics and to match existing construction; they must meet with the approval of the Commissioner of Public Works or his agent.

CLEANING UP: All rubbish, cartons, surplus electrical materials caused through this work must be removed from the premises, as the work progresses or at the request of the resident inspector.

THIRD BRANCH

Hydraulic Operating Equipment

(See also "General Specifications of the Department of Public Works")

FORM OF BID: This contractor shall submit an aggregate price for the labor, material, tools, and equipment of whatever nature required for the satisfactory installation of all work included under the branch, all in accordance with the drawings, these specifications and code rulings.

SCOPE OF WORK: This item consists of furnishing all the labor, materials, tools and equipment of whatever nature required for the satisfactory installation of the hydraulic lift equipment all in accordance with the plans, specifications and these special provisions.

More specifically, the contractor shall furnish and install the following:

All necessary power unit equipment, including hydraulic piping, hydraulic oil, and two oil-hydraulic jack assemblies, one located in the center of each bridge pier, having a net lifting capacity of 30,000 pounds per jack unit as a speed of 15 feet per minute with a maximum variance of 5%. The total lift of each hydraulic jack assembly shall be 16 feet 7 inches. Emergency power unit equipment at reduced speed will also be provided.

DEFINITIONS: All terms in these specifications shall have the meaning as defined in accordance with the CS-202-56 specification covering Industrial Lift and Loading Ramp Institute, and any local safety codes that may be applicable.

DRAWINGS: Before beginning hydraulic work, the contractor shall prepare all drawings necessary to show the details of the equipment and submit prints for approval. These drawings must be approved before proceeding with fabrication and installation of the equipment.

Specifically the contractor shall submit in quintuplicate, drawings of the following:

a. Hydraulic power unit showing sizes and arrangement of the complete assembly as well as location and size of terminal block enclosure and conduit entrance provision.

b. Detail drawings and efficiency curves of main hydraulic pump and emergency hydraulic pumps giving pump characteristics, H.P., speed, GPM and head.

c. Detail drawings of Speed Control valves.

d. Detail drawings of mounting arrangement of hoist assembly.

e. Detail drawings of all component parts comprising the hoist cylinder and piston and special head, together with information on materials of all parts, such as cylinders, packings, glands, gaskets, etc.

f. Valves (up-start, up-stop, lowering and leveling, manual lowering valve, tank shut-off valve).

g. Pressure gauge.

h. All pipe line valves and air bleeder valves.

i. Ball joints.

j. Self-cleaning strainers.

k. Electrical control panel showing all terminals and conduit entrance location and size.

l. Pressure relief switch.

MAINTENANCE MANUAL: After the project is completed, the contractor shall furnish the engineer in quadruplicate a bound copy to include all the above drawings together with a set of operating and maintenance instructions giving all pertinent dates on such items as gaskets, packings, cylinder oil, electrical coils, motor and pump bearings and grease seals, V-belts, etc.

Included in this maintenance manual shall be instructions where to look for possible trouble spots in case of emergency and how to fix and correct the defect so as to keep the machinery operable.

Also included shall be a parts replacement list and length of time required to secure each listed item; what adjustments need to be made either in case of emergency or during routine checkups.

ENGRAVED METAL PLATES: Contractor shall furnish and install on electrical control cabinet door a 10" x 15" engraved metal plate with a suggested "Hydraulic Maintenance Schedule". This schedule shall be written by the hydraulic equipment manufacturer and approved by the Commissioner of Public Works.

INSPECTION AND TESTS: The contractor shall furnish without cost all certificates necessary as evidence that work installed conforms with the before mentioned laws, ordinances and requirements. He shall also make tests as called for by the regulating authorities and by these specifications. These tests shall be made in the presence of the engineer.

Upon completion of the lift bridge installation and before final approval and final payment, the contractor shall make, in the presence of the engineer, a running speed test with full maximum load on the lift bridge to determine whether the lift bridge equipment, as installed, meets the speed, capacity and all other requirements of the specifications.

PAINTING: All exposed metal work furnished under this item shall be given a shop coat of red lead and three field coats of paint as specified for structural carbon steel. 2 See Addendum # 1.

ELECTRICAL SERVICE: The power supply will be 208/120 volts, 3 phase, 60 cycles, alternating current.

GUARANTEE: Since it is normal trade practice in the lift equipment industry to furnish a guarantee for the work provided herein, the contractor shall turn this guarantee over to the owner for potential dealing with the guarantor. The extent of such guarantee will not be a factor in selecting the successful bidder.

MULTI-SPEED LEVELING: An automatic two-way leveling device shall be incorporated, so that the lift bridge shall approach stops at reduced speed from either direction of travel, either up or down, and shall automatically level with an accuracy of 1/8" plus or minus. Leveling shall be maintained as long as the lift bridge is within the leveling zone. One-way leveling, augmented with an anticreep device, will not be acceptable.

To absolutely establish the leveling procedure, the lift bridge, when traveling zone, and then stop accurately without overshooting the established elevation. Also, in the down direction, the lift bridge shall slow down as it enters the leveling zone, and then stop accurately at grade level.

OIL-HYDRAULIC CYLINDER UNITS: The cylinder units shall be designed and constructed in accordance with the CS-202-56 specifications covering Industrial Lift and Loading Ramp Institute and any local safety codes that may be applicable.

Lifting Capacity. . . . . .30,000 lbs.
Sustaining Capacity . . . . . .40,000 lbs.
Travel. . . . . .16'-7"
Speed . . . . . .15 F.P.M.

The oil hydraulic unit shall consist of two (2) plungers made of seamless steel tubing of not less than 10 5/8" O.D., with finished wall thickness of 5/16".

The plunger shall be accurately turned and polished to a finish of 30 micro inches. A stop ring shall be electrically welded to the plunger to positively prevent plunger from leaving its casing.

The outer casing shall consist of seamless pipe of not less than 0.250" wall thickness with adequate pipe connection and air bleeder.

The guide bearings shall be provided with two (2) widely spaced steel rings electrically welded to a thick walled steel barrel. The bearing rings shall be faced with Babbitt metal to afford extremely smooth operation, positive plunger alignment during vertical travel, and prevention of plunger scoring.

The packing gland shall be made of malleable steel. Brittle cast or grey iron material will not be acceptable.

The packing set shall consist of a molded synthetic rubber seal to contain the oil in the casing, with a built-in rust proof spring to

afford proper tension for prevention of leakage during lowering of the jack unit. The rubber seal shall be so designed with a special tapered lip surface to allow sufficient lubrication of plunger surface and also from a squeezing effect to eliminate water or foreign material from entering the hydraulic system.

The cylinder units shall be factory tested at 500 P.S.I., pressure.

Complete steel pit base plates and jack support plates shall be furnished to properly mount and support the entire jack units.

The base plate shall be anchored and grouted to concrete pedestal. Anchor bolts shall be furnished with template.

POWER UNITS (MACHINES): Each power unit (oil pumping and control mechanism) shall be compactly and neatly designed, with all of the components listed below combined in a self-contained unit: structural steel outer base with tank supports; oil-tight drip pan; inner base for mounting motor-pump assembly; overhead oil reservoir with tight fitting tank cover, oil fill strainer and oil level gauge assembly, and a self-cleaning strainer inthe suction line; expanded metal sheave guard; and oil-hydraulic pump; and electric motor; a V-belt drive assembly; an oil control unit; electric controller; and sound insulating panels.

Pump shall be specially designed and manufactured for oil-hydraulic lift service. It shall be of the rotary positive displacement type, inherently designed for steady discharge with minimum pulsations to give smooth and quiet operation. Output of pump shall not vary more than 10% between no load and full load on the lift bridge, and its mechanical efficiency shall be at least 85% under full rated load.

Primary Pump: 150 G.P.M. @ 400 P.S.I. with 40 H.P. motor.

Emergency Pump: 30 G.P.M. @ 400 P.S.I. with 7 1/2" H.P. motor.

Motor shall be specially designed for oil-hydraulic service, shall be of standard manufacture, and of duty rating to comply with herein specified speeds and loads.

Drive shall be by multiple v-belts and sheaves of number and size for duty involved.

Oil control unit shall consist of the following components, all built into a single assembly. A speed control valve, a high pressure relief valve, a safety check valve, an automatic unloading up-start valve, an automatic unloading up-stop valve, a lowering valve, a leveling valve, a manual lowering valve, and a tank shut-off valve. All adjustments shall be accessible and shall be made without removing the assembly from the oil line.

Speed control valve to positively regulate the down speed, regardless of load on lift bridge, and within an accuracy of 5% plus or minus contract speed.

Relieve valve (hydraulic overload protection) shall be externally adjustable, and shall be capable of by-passing the total oil flow without increasing back pressure more than 10% above that required to barely open the valve.

Safety check valve shall be designed to close quietly without permitting any perceptable reverse flow. It shall be designed to support the lift bridge on a positive locked column of oil when bridge is at rest.

Up-start valve shall be externally adjustable, and shall be designed to by-pass oil flow during initial start of the motor pump assembly. The valve shall close slowly, gradually diverting oil to the jack unit, insuring smooth up-starts, and to relieve load on the motor during starting.

Up-stop valve shall be externally adjustable and shall be designed to bypass the oil flow to insure smooth up-stops and to compensate for fly-wheel action.

Lowering valve and leveling valve shall be externally adjustable for drop away speed, lowering speed, leveling speed and stopping speed to insure smooth downstarts and down-stops.

Manual lowering valve shall be designed for manual lowering of the lift bridge in event of power failure and for use in servicing and adjusting the lift bridge mechanism.

Tank shut-off valve shall be designed for isolating oil in the power unit tank to insure ease of servicing and adjusting the elevator mechanism, without removing the oil from the tank.

Self-cleaning strainers shall be provided for preventing foreign materials lodging in control system.

Sound insulating panels shall be of 14-gauge steel, with 1" thick sound absorbent pads mounted on inside. These panels shall totally enclose the power unit and shall serve as guards as well. All panels shall be mounted for rapid removal.

ADDITIONAL MACHINE FOR EMERGENCY SERVICE: In addition to the primary motor pump and valve assembly a separate 7.5 h.p. maximum pumping unit assembly containing duplicate valve controls shall be incorporated in the primary power unit that will be available for emergency bridge operation service in the event local power service is interrupted to the bridge structure. This separate oil-hydraulic pumping unit assembly shall be powered from the emergency generator equipment.

The contractor shall furnish and set the anchor bolts for anchoring the power units. Units shall be set on shock or anti-vibrating mounts. Holes for anchor bolts may be drilled in concrete in field and anchor bolts set with lead masonry sleeves.

CONTROLLERS: The contractor shall provide an enclosed terminal board in the control cabinet to which all motor leads and control leads

shall be terminated for connection to the main control cabinet in which all motor starters and control relays are installed. Conduit knockouts shall be provided and their locations shown on general assembly drawing (see paragraph (2) under "Drawings") for power and control conduit.

HYDRAULIC PIPING AND OIL: All necessary steel hydraulic tubing and fittings, including ball type flexible elbows of the proper size and pressure rating shall be provided to connect the power units to the jack units, together with hydraulic fluid of the proper grade.

Power unit locations are designed on the plan. The contractor shall install hydraulic lines between power location and jack units, as shown on the plan, complete with all fittings, valves, gauges, pipe hangers, insulation, etc.

TESTING: After piping is completely installed and hydraulic fluid is in cylinders, the contractor shall subject the whole installation to a pressure test of 500 P.S.I. before the bridge is counterweighted.

This test pressure is to be held for 24 hours. If a drop of pressure of 5% or over occurs within this interval, the contractor shall check the entire system and repeat the test until he can demonstrate that this pressure can be maintained.

PIPE AND FITTINGS:

Pipe: Seamless steel, black, schedule 80 "extra strong" ASTM A120.

Fittings: Malleable iron, service rating: 1,000 pounds welded.

Valves: Extra heavy bronze body, 600 lb. test, globe, screwed ends, union bonnet, renewable stainless steel seat and regrindable nickel bronze disc; Powell fig. #1710, Crane 382-P, Jenkins 576-P or an approved equal.

Air Bleeder Valves: Extra heavy angle valve 1/4" I.P.S. 600 lb. test, welded ends, union bonnet, Powell fig. #1711, Crane 384-P, Jenkins 578-P or an approved equal.

Flexible Ball Joints: Barco #BB-3206, or BB-3209 as shown on the plan, or an approved equal. Standard Series, malleable iron, welded ends. Working pressure rating 1,500 p.s.i. at 100° operating temperature. With #11-L synthetic resilient type gaskets for use with oil.

Pipe Hangers: Pipe hangers shall be as shown on the plans.

Pressure Switch: Class 9012; type ACW2, Series B; single throw, 120 volt, 0.5 amp with pressure range 10 to 300 psi.

Pipe Preservative: All exterior piping to be covered to be covered with "Tar Set" as manufactured by Portor Point Co. of Louisville Kentucky. All piping must be sandblasted before application. Application with roller or brush as per manufacturer's recommendations.

Main Line Strainers: A main line strainer and shut-off cock assembly of the self-cleaning type, equipped with a 60-mesh element, and a magnetic drain plug, shall be furnished and installed in each oil line. The unit shall be designed for 400 p.s.i. working pressure, shall be compact in design, with easy access for cleaning.

Grout for Base Plates: The grout shall be composed of the following materials:

1. Standard Portland Cement.

2. Embeco as manufactured by Master Builders Company, Rock-Set as manufactured by E.D. Coddington, Milwaukee, Wisconsin or an approved equal.

3. Sand.

4. Water.

Standard Portland Cement, Embeco, Sand and Water shall be mixed in the following proportions:

1 part Standard Portland Cement (1 bag)

1 part Embeco (100 lb. drum)

1 part Sand (1 cu. ft.) and not more than 5 1/2 gallons of water

Rock-Set, or approved equals, shall be mixed according to the manufacturer's recommendations.

The grout shall be proportioned accurately. It shall be mixed by hand, in small quantities, on a watertight wooden or metal surface of suitable size. The cement, Embeco, Rock-Set, or approved equal, and Sand shall be mixed, without the addition of water, until a mixture of uniform color is produced. Water shall then be added, a little at a time, in sufficient quantities to produce the desired consistency and the whole mass shall be turned not less than six (6) times.

Prior to placing grout, the concrete shall be cleaned with liberal quantities of water. If oil is present, strong, hot caustics shall be used to help clean the concrete. The concrete shall be in a roughened condition for good bond and it shall be moist to assist the flow of grout and to prevent a rapid drying out of the grout.

Shims only of the size required to level the base plate will be permitted. Such shims shall be left in place.

The base plates shall be free of oil and grease and the structural steel work erected before any grouting is done. The grout shall be rammed, tamped, puddled or otherwise worked to eliminate air pockets and to insure even bearing under the base plates.

After the grout has attained the initial set, the edges shall be beveled neatly at a 1:1 slope from the base plate to the concrete foundation.

The surface area of the concrete foundation which lies outside the 1:1 slope of the grout shall be painted with clear varnish or shellac before the grout is placed. The varnish or shellac shall conform to Federal Specification TT-S-223 or TT-V-121.

No salamander heaters or any vibrating machinery shall be allowed near the area where grouting is being done until the grout has attained its initial set.

Retempering of grout will not be permitted. Grout which has been mixed more than twenty (20) minutes shall not be used.

Paint, the same as field coat, shall be applied to exposed edges of grout fourteen (14) days or more after the grout has been placed and/or when thoroughly dried out.

The temperature of the grout and the surrounding steel and concrete shall be maintained at about 70°F at the time of grouting.

Work on Other Bridges: Contractor is to supply and install additional pressure relief switches; oil interceptor collar and drain buckets as called for on plans.

Operation of Lift Span: As soon as the counterweights are in place and adjusted the lift span shall be made operable by means of the hydraulic machinery. The contractor shall, from this time until such time as the engineer shall declare the bridge open for vehicular traffic, provide any lifts of the span required either to maintain river traffic or for any other reason in connection with the progress of the work.

Repairs: This contractor shall repair all damage that he or his employees or subcontractors may do to the work of others. All repairs shall be done to match existing construction, and they must meet with the approval of the Commissioner of Public Works.

Cleaning Up: This contractor shall remove from the premises from time to time or as directed any surplus material or any debris caused by his work.

SPECIAL: In order for the City of Milwaukee to determine if all bidders are eligible, the following accompanying form should be filled out and submitted with the bid.

OIL-HYDRAULIC OPERATING EQUIPMENT FOR LIFT BRIDGE

MANUFACTURER AND DESCRIPTION

Primary Pump Motor_____HP_____RPM_____RATING_____

Emergency Pump Motor_____HP_____RPM_____RATING_____

Primary Pump_____GPM_____RPM_____HEAD_____

Emergency Pump_____GPM_____RPM_____HEAD_____

Safety Check Valves (Primary)_____Size_____
(Emergency)_____Size_____

Up-Start Valves (Primary)_____Size_____
(Emergency)_____Size_____

Up-Stop Valves (Primary)_____Size_____
(Emergency)_____Size_____

Lowering Valves (Primary)_____Size_____
(Emergency)_____Size_____

Leveling Valves (Primary)_____Size_____
(Emergency)_____Size_____

Manual Lowering Valves (Primary)_____Size_____
(Emergency)_____Size_____

Relief Valves (Primary)_____Size_____
(Emergency)_____Size_____

Tank Shut-Off Valves (Primary)_____Size_____
(Emergency)_____Size_____

Main Line Strainers_____

Rams_____Size_____

Jack Packing_____

Electrical Controllers_____

FOURTH BRANCH

Plumbing Work

(See also "General Specifications of the Department of Public Works")

FORM OF BID: This contractor shall submit an aggregate bid for the entire branch as herein specified in complete accordance with the plans and specifications.

All existing conditions, elevations, and dimensions shall be verified at the site by the contractor. Prior to submitting his proposal, the contractor shall visit the site, consult the drawings and specifications, and determine for himself all conditions affecting the work. The submittal of a proposal shall be considered conclusive evidence that the contractor has made such examination and is satisfied as to all the conditions and contingencies.

RIGHTS RESERVED: The right is reserved to change the pipe, valves, equipment and sizes thereof or make modifications, to a reasonable extent as building conditions may require, or as may be required to conform to code rulings or manufacturer's standards, without extra cost to the City of Milwaukee.

SCOPE OF WORK: The work under this item consists of the complete installation of a plumbing system in accordance with the plans, specifications, and these special provisions. All work shall comply with the City of Milwaukee ordinances, laws and regulations and the State of Wisconsin plumbing and administrative codes and OSHA regulations.

The plumbing work consists of the following:

1. Bulletins, data or detailed working drawings shall be submitted as may be requested to the engineer in quintuplicate. Bulletins or drawings of the following shall be submitted within 60 days after execution of contract for approval.

   a. Water closet with flush valve.
   b. Service sink and fittings.
   c. Paper holder and towel dispenser.
   d. Toilet room partition and door.
   e. Automatic electric water heater and controls.
   f. 1" water meter.
   g. All valves
   h. Plumbing fittings on all fixtures.
   i. Floor drain with extended pipe as shown.
   j. Roof drain and drain pipe as shown.
   k. Sewage ejector complete with basin and micro switch control.
   l. Motor starter for sewage ejector.
   m. House real frame with casters.
   n. Sump pumps.

2. Furnish and install all cold and hot water piping, all drains and sewers including roof drain and floor drains as shown on plans, all vent pipes, traps, vacuum breaker, cleanouts, pipe hangers and supports as called for on drawings, all valves as called for on drawings and all other valves and drain plugs necessary for a complete plumbing and drainage system.

3. Connect cold water to existing water main in West Michigan Street as shown.

4. Connect sanitary sewer line to existing manhole in W. Michigan Street as shown.

5. Excavating and backfilling with limestone chips, sand and fine gravel as required for all plumbing and drainage lines.

6. Furnish and install pipe insulation for vent pipe and furnish and install pipe insulation with metal jacketing for exterior water and sewer lines as called for on drawings.

7. Furnish sleeves for all pipes passing through concrete floors, walls or ceilings.

8. Furnish and install a 1" water meter.

9. Furnish and install all plumbing fixtures, including water closet with flush valve, service sink, toilet room partition, etc., complete with all the trim such as paper holders, paper towel dispenser, etc.

10. Furnish and install automatic electric water heater complete with pressure relief valve and all thermostatic controls.

11. Furnish and install sewage ejector complete with motor starter and all automatic controls.

12. Furnish and install copper drain and piping at foot of stair at southwest corner of bridge.

13. Furnish one (1) portable centrifugal fire fighting pump, two (2) 100' lengths of 1 1/2" hose, one (1) 15'-1 1/2" suction hose, two (2) nozzles, and two (2) hose reels with special hose reel frame with casters.

<u>EXCLUDED WORK</u>: The plumbing work excludes the following:

1. Furnishing and installation of heating cables and corresponding controls for exterior water and sewer lines.

2. Electrical connecting of water heater.

3. Electrical connecting of sewerage ejector.

4. Fuel tank piping and radiator piping for emergency generator.

MATERIALS:

General

- All materials, appliances and fixtures shall be new, the best of their respective kinds and in accordance with these specifications. Upon completion of job all parts shall be in perfect and undamaged condition free of flaws or defects. This contractor shall be responsible for all damage done through any neglect in using the proper precautions for the protection of any material he furnishes or installs.
- The Bureau of Bridges and Public Buildings reserves the right to disapprove any material not felt to be satisfactory or meeting the requirements of the job intended.
- Only materials, appliances, or fixtures as approved or selected may be used.
- Manufacturers' catalog numbers specified are intended as a guide for the selection of materials and equipment. Other manufacturers' products which can be proven equal will be acceptable.

1. Pipes and fittings inside of building:

Type L copper pipe with cast bronze fittings soldered. ASTM Standard Specifications for seamless copper tube, type "L" Seriel designation B-88.

2. Pipe and fittings outside of building:

a. Type "K" soft temper copper with flared fittings. ASTM Standard Specifications for seamless copper tube, Type "K", Serial Designation B-88.

b. Type "L" Copper pipe with cast bronze fittings soldered. ASTM Standard Specifications for seamless copper tube, Type "L" Serial Designation B-88.

c. Vitrified clay sewer pipe shall be in accordance with Section 607 of the standard specifications.

3. Water Meter:

1" meter by Badger Meter Company, Neptune Meter Co., New York, New York, Crane Co., Chicago, Illinois or approved equal.

4. Ceiling plates:

On all pipes passing through finished floors, walls or ceilings, install ceiling plates.

Outside diameter of plates shall be sufficient to cover sleeve and inside to fit snugly around pipe.

Ceiling plates shall be solid ring type, metal, chrome or nickle-plated.

5. Hangers, supports, anchors:

All piping shall be supported in a neat and substantial manner, allowing for ample expansion and contraction. Hangers shall be iron swivel ring type with solid rods of proper size and a means of adjusting for height and unistrut type as shown. Concrete inserts shall be furnished and located by the contractor and set when concrete is poured. Where pipes are grouped with other pipes, the contractor shall furnish and install a trapeze with "U" spacers to hold pipe alignment. Perforated iron straps will not be allowed. Vertical pipes shall be supported with steel pipe clamps at floor or beams and wall brackets shall be attached to walls with long lead sleeve masonry anchors.

6. Cleanouts:

Install at the base of every soil stack or riser and wherever there is a change in direction of run whether shown on drawings or not. In City sidewalk at each abutment, or where there will be any foot traffic, a flush type with a flush brass "Code" plug shall be used.

7. Trap:

Cast brass with brass cleanout plugs. To be same size as pipe connected to. Place as near to fixture as practicable and not further than two (2) feet.

8. Stop Cocks; Drain Cocks and Faucets:

Provide a stop cock in hot and cold water supply in an inconspicuous yet accessible position. Provide a drain plug at every riser. All faucets shall be of the type that close with pressure, and have easily removable operating units, as manufactured by the Chicago Faucet Company or Crane Dialese or approved equal.

9. Roof Flashing:

Lead (4 lbs. per sq. ft.) or copper (16 oz. per sq. ft.). To extend at least 8" beyond pipe all around.

10. Unions:

For all fixtures, connections, or wherever else noted or required for proper piping and equipment installation and removal, unions with cast bronze ground joints shall be used.

11. Valves and Check Valves:

Crane, Milwaukee Valve or approved equal. Must conform to Federal Specifications WWV-5 non-rising stem and WWV-00518-1A. To have a bronze gate and 125 lbs. working pressure. Check valve, Anaconda Fig. No. 1784, copper to copper, or approved equal.

12. Sleeves:

Galvanized steel sleeves of proper size and lengths shall be provided for all piping passing through walls, floors and ceilings. Space between pipe and sleeve shall be packed with oakum. Waterproof plastic asphalt joint compound shall be applied to faces of openings. The outside face of all walls shall be waterproofed and sealed.

13. Floor Drain: (2 required)

Bottom outlet
Cast iron body with clamping collars, 9 1/2" O.D., 3" I.P.S.
Six inch diameter polished bronze strainer
Flapper type backwater valve

14. Roof Drain:

Cast iron body
Clamping collar with gravel guard
3" caulk type outlet
Corrosion resistant bolts
Mushroom cast iron dome strainer, bayonet and locking.

15. Water Closet:

Kohler Co., K-4262 ETA Downing, or Crane Co. 3-300 Santon or approved equal. Vitreous china, free standing, elongated siphon jet bowl, Delany or Royal flush valve, and black open front seat, less cover.

16. Service Sink:

American Standard 7692.049 Lakewell Kohler K-6716-A Bannon or approved equal.

Acid resisting enameled cast iron
Size: 22" x 18"

Supply fitting Chicago No. 917 with elevated vacuum breaker or approved equal. With 3/4" hose thread outlet, rough chromium plate finish.

17. Inside Hose Bibb:

Chicago No. 965 Built-in Hose fitting with loose key control valve with Chicago No. 892 vacuum breaker or approved equal. With 3/4" hose connection.

18. Water Heater:

Lochinvar, Junior Model No. R-6G State Model No. VN8-6-1K electric water heater, or approved equal; capacity 6 gals.; 1000 watts; water connections 3/4"; 118 volts, with Hi-Limit temperature cut-out; glass lined tank; with white baked enamel jacket; fiberglass insulation; temperature and pressure relief jacket; fiberglass insulation; temperature and pressure relief valve as required by code; approved by Underwriter's Laboratories.

19. Sewage Ejector:

Single heavy duty non-clog submersible sewage ejector having an individual capacity of 60 GPM at a 14 foot total dynamic head rotating at 1750 RPM. The pump shall be capable of handling 2" diameter spheres and shall be driven by a 1/2 horsepower; 1750 RPM, 1 phase; 60 cycle, 120 volt oil filled totally enclosed submersible motor with stainless steel shaft and expansion diaphragm. Electrical accessories shall include 15' of neoprene cable enclosed in a seal tight conduit for each pump. The pump shall be controlled by a pump controller. Separate individual X-line A.C. magnetic starters with H-C-A selector switch. Float controls receiver make complete control package; piped and installed in cast iron. The pump shall be installed in a 24 inch diameter x 48 inch deep (cast iron) basin and shall include a 24 inch cover complete with a vent connection.

20. Toilet Room Partitions:

a. Dividing partition shall be not less than one (1) inch thick, made of two sheets of 20 gauge steel stretcher leveled zinc-coated 0.00015 minimum, bonderized, sound deadening and reinforcing core of one (1) inch honeycomb cemented with rubber base adhesive and assembled under pressure. Edges of sheets shall be welded on 12 inch centers. Corner joints to be mitered, brazed and ground smooth.

b. Pilasters to be 1 1/4 inch thick, made of 16 gauge steel with core of 7 ply built up corrugated board, otherwise same as dividing partitions. Pilasters to have adjustable floor anchors to firmly secure pilasters, 18-8 stainless steel floor shoes.

c. Head rail to be 1 x 1 1/2 inches 16 gauge tubing to set inside at top of pilaster.

d. Door shall be 22 gauge steel otherwise same construction as divider partitions. Internally welded box reinforcements shall be provided for hinges and latches. Hinge body to be concealed in door.

e. Finish: All surfaces to be thoroughly cleaned. Primer and color coats of synthetic acrylic enamel to be sprayed on by electrostatic process to minimum thickness of 1 1/2 mils and baked in excess of 350° Fahrenheit for thirty minutes. Enamel paint shall be acid resistant, and completely sanitary surfaces and nonabsorbent. Color to be similar to Pittsburgh Co.'s Colonial Green M-321.

f. Hardware: Door-concealed matchless gravity hinge outside adjustable, inset top pivot assembly, throw latch, or concealed latch, strike and keeper, hanger brackets, hardware chrome plated.

21. Paper Holder:

To be placed at water closet; Hallmack No. 671 Parker No. 517 or approved equal; chrome or nickel plated brackets; with black wood roller.

22. Towel Dispenser:

To be placed near service sink. Crichton, GRIF-HO model T-500 SR or approved equal; smooth dispensing qualities, rigid steel construction; spring latch construction; with key to open; finish of Synpor white baked enamel.

23. Pipe Insulation:

In bridge house and exposed outside, including all piping under bridge down to F/L elev. +4.00 as shown on drawings. To be installed as per manufacturer's recommendations.

a. Piping underground - water and sewer from F/L elev. +4.00 to front face of abutment. Johns-Manville rigid Aerotube; Armstrong Armaflex; 3/4" thick; foamed plastic insulation applied with manufacturer's adhesive; or approved equal.

b. Exterior piping - Water and sewer from front face of abutment to inside of bridge house. Aluminum jacketed calcium silicate, 2" thick or approved equal; 0.016 inch aluminum minimum thickness of jacket; provide moisture barrier between insulation and aluminum jacket; provide a positive weatherproof seal along entire length of aluminum jacket; 0.016 inch minimum thick aluminum strap with weatherproof sealant shall be centered over each circumferential joint and secured in place with 11/16 inch, No. 302 stainless band, 0.010 minimum thickness or approved equal; all fittings i.e., elbows, tube turns, sweeps and bends shall be installed per method recommended by manufacturer.

c. Interior Piping - Water and vent pipe from 1 foot below control room ceiling to bottom of roof deck. Johns-Manville Aerotube; or Armstrong Armaflex, 3/8" thick; foamed plastic insulation; apply with manufacturer's adhesive.

24. Portable Centrifugal Fire Fighting Pump and Accessories:

a. Pump - Gorman-Rupp standard centrifugal fire fighting pump model 6 1 1/2 D-F equipped with an 8 h.p. West Bend gasoline engine. Pump to have 1 1/2" suction and 1 1/2" discharge. Pump to be capable of supplying maximum pressure of 230 psi at 10 gpm and a minimum pressure of 80 psi at 50 gpm total weight of engine and pump not to exceed 30 pounds. Male threads to conform to City of Milwaukee Fire Department standards.

b. Hoses - 2 - 100' lengths 1 1/2" Super Reel Flex as manufactured by Norris Industries. Have to have single jacket woven of polyester yarn, to be extremely lightweight and flexible, capable of being easily recoiled and does not require drying after use. Tube to be neoprene and tested to withstand pressure of 500 psi.

1 - 15' length 1 1/2" suction hose. Hose to be flexible and capable of withstanding total suction pressure without collapsing. One end of suction hose to be equipped with cannister type filter screen to use when pumping river water.

All hoses to have one male and one female spinion coupling of polished brass with threads conforming to City of Milwaukee Fire Department standards.

c. Nozzles - 2 - 1 1/2" Lexan Fog Nozzles Factory Mutual Laboratory approved. Nozzle to be adjustable capable of complete shut-off, solid straight stream or any degree of conical fog. Material to be brass plated Lexan material. Threads to conform to City of Milwaukee Fire Department standards.

d. Hose Reels - 2 Ryerson reels with tubular steel wheels and pipe braces. Reel capacity to be 100 feet of single jacket 1 1/2" hose. Reel to be mounted on custom made frame with 2 - 3" straight ball-bearing casters with locks and 2 - 3" swivel ball bearing casters.

25. Sump Pumps:

The contractor shall furnish and install two (2) sump pumps and corresponding discharge piping with all accessories as shown on plan to suit the distance between the bottom of the sump and the pump motor equipment at the pier level elevation +4.00. This shall include all support brackets as shown, piping, sleeves, anchors, hangers, etc., for a complete and ready to operate installation. The sump pumps shall have the following characteristics:

a. Pump: Heavy duty sump pump with bronze impeller high carbon piston steel shaft, wrought iron, suspension pipe, and discharge pipe, 20" diameter steel pump plates, motor and manual starter.

b. Capacity: 75 gpm minimum against a 32 foot head.

c. Pump Casing: Heavy close ground cast iron stream lines to flow and rigidly attach to suspension and discharge pipes.

d. Coupling: Flexible, statically balanced.

e. Thrust Bearing: Grease lubricated self-aligning ball bearing in cast iron housing.

f. Guide Bearing: At approximately 4'-0" centers, renewable sleeve, grease lubricated.

g. Motor: 1 1/2 h.p., 3 phase, 208 volt, 60 cycle totally enclosed, waterproof, NEMA frame 1, vertical type with ball bearings and mounted on heavy cast iron supports. Westinghouse, G.E. or approved equal.

h. Starter: Manual, push button energized in weatherproof box.

i. Grease Fittings: Alemite giant buttonhead.

WORKMANSHIP

1. General: No change in pipe size will be permitted without approval of the engineer. Complete drawings and all information shall be

submitted before work is begun. Drawings shall show general location of piping. The exact locations shall be determined by the engineer. All pipe openings, etc., shall be closed with proper caps and fittings to prevent obstructions in or damage of any kind during construction of the operator's house. All fixtures shall be protected during installation. The contractor shall take special notice that the access to "Gimbel's Loading Dock" and to "The Parking Structure Entrance" (to south) be maintained at all times, conducting his operation accordingly with the approval of the project engineer.

a. Excavation: Includes the removal of all debris, earth, loose rock, old fill and concrete within the spaces to be excavated. Should any old walls, floors, wells, pits or old debris be encountered within the spaces to be excavated, they shall be removed by the contractor. All other excavated material not suitable for backfilling shall be removed from the premises and disposed of by the contractor. Barricade in accordance with City and State ordinances.

b. Backfilling: Backfill trenches with bank run gravel up to finished subgrade unless otherwise noted. Backfill to be laid in layers not over 1 foot thick and each layer thoroughly soaked and tamped before covering with another layer. Repair all damage to streets, curbs, sidewalks, etc., caused through this work in a manner acceptable to the engineer.

c. The contractor shall do all pumping and bailing that may be required to keep all excavated spaces and trenches clear of all water from rainfall, seepage, or other ordinary causes during the progress of the work.

3. Installation of Piping:

Drainage lines, water meter, and piping to be installed in accordance with local codes. All piping shall be new, free from holes and of uniform thickness.

All pipes shall be concealed wherever possible. Where pipes pass through finished walls or floors, one piece chromium plated ceiling plates shall be used.

All pipes shall run where there is no danger of freezing. Pipes shall be supported from walls or ceilings using lead sleeve masonry anchors in concrete or masonry construction, with copper ring hangers with adjustable rod supports or as shown otherwise.

Beams, joists, or any other important structural member shall not be cut, notched or drilled into, unless approved by the engineer or specifically stated in the plan. Install necessary compression stop and waste valves, shown or required. Place drain valves on bottom of risers and pitch all lines for complete drainage. Plug all open pipes during construction. Systems shall be free from pockets, depressions, or defects.

Pipes shall run parallel to walls. All piping, traps, and connections going through or into concrete shall be protected with asphaltum coat, tar paper or both. Drain piping shall be pitched a minimum of 1/4" per foot, or as approved by the engineer.

4. Joints:

Pipes shall be thoroughly cleaned and reamed after cutting. For copper pipe solder with 95% tin and 5% antimony with a pasteflux of petroleum base impregnated with zinc ammonium chlorides shall be used.

Flux shall be non-corrosive.

5. Protection:

All open pipes, pipe threads, fixtures, fittings and all equipment furnished by the contractor shall be properly protected during construction. No repaired or imperfect fittings or equipment will be accepted.

6. Openings in walls, floors, etc.

To prevent unnecessary interference all pipe locations shall be checked for sleeves before concrete is poured. In event that holes must be cut, they shall be drilled with a rotary drill to avoid spalling and unnecessary damage or weakening of the structure. Chopping or breaking out will not be permitted. Any damage resulting from this work must be repaired to match existing construction. Permission shall be received from the engineer before any holes are cut.

7. Installation of fixtures:

Mount hangers rigidly. Caulk bottom of closet. All fixtures shall be level.

Vacuum breaker for service sink 7'-6" above floor. Vacuum breaker for hose bibb to be mounted as close to ceiling as possible.

8. Installation of Insulation:

All pipes must be clean and dry. Adjoining sections must be firmly butted together. Follow manufacturer's recommendations.

9. Tests:

Tests shall be made for leaks, proper operation, drainage, elimination of all water hammers, expansion, etc. All fixtures, and any equipment furnished by the contractor shall function perfectly as required by the contract. The work shall be cleaned of all blemishes and stains, and left in a condition acceptable to the engineer.

10. Repairs:

This contractor to repair all damages that he, any of his employees or his subcontractors may do to any of the other work. Repairs done in a neat and workmanlike manner to match existing construction. Must meet with approval of Commissioner of Public Works or his representative.

11. Elevations:

All elevations given are to be checked by this contractor. Any major changes which may conflict with required pitch shall be reported to the Bureau of Bridges and Public Buildings immediately.

12. Pumping:

The contractor shall include all pumping and bailing that may be required to keep all excavated spaces and trenches clear of all water from rainfall, seepage, or other ordinary causes during the progress of the work. Pumping and bailing shall be understood to include all apparatus, fuel, attendance, and labor for the purpose of operating same.

13. Cleaning Up:

This contractor shall remove from the premises from time to time or as directed any surplus material or any debris caused by his work.

Correct: Henry J. Balconi
HENRY J. BALCONI, Superintendent
Bureau of Bridges and Public Buildings

Approved: Herbert A. Goetsch
Herbert A. Goetsch
Commissioner of Public Works