

**RIGHT OF ENTRY AND INDEMNITY AGREEMENT
FOR BRIDGE PAINTING**

THIS RIGHT OF ENTRY AND INDEMNITY AGREEMENT FOR BRIDGE PAINTING (the "Agreement") is made this ___ day of March, 2019, by and between the City of West Allis (the "City") and UNION PACIFIC RAILROAD COMPANY ("UP").

WHEREAS, UP controls and operates a right of way and bridge (the "Premises") in the City of West Allis, Wisconsin;

WHEREAS, the City desires the right to clean and paint UP's Railroad structure over S. 108th Street (WIS 100), Crossing No. 177279B, Chicago division, Waukesha Ind Ld subdivision, Mile Post 0010.149, City of West Allis, Milwaukee County, Wisconsin;

WHEREAS, UP is willing to permit the City to perform the Work in accordance with the terms and conditions herein set forth; and

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and promises herein contained, it is agreed between the parties as follows:

1. From the period starting from the date of execution of this Agreement, through the date that is one year from such date unless further extended by mutual agreement of the parties (the "Term"), the City, through its employees, agents, contractors, subcontractors, and/or other representatives, may, only once (meaning not on a repetitive basis) perform the Work. Notwithstanding the foregoing, provided that UP shall first have approved the specifications therefore, as set forth in Section 2 hereof, the City may also engage in periodic spot painting to remove graffiti (the "Spot Painting").
2. All specifications for the Work or Spot Painting, including but not limited to paint color and temporary attachment specifications (if any), must be submitted by the City to UP for review and approval at least thirty (30) days prior to starting the Work or Spot Painting. No Work or Spot Painting may begin until UP has approved the specifications. Upon receipt of the specifications, UP's authorized representative will determine and inform the City whether a flagman need be present and whether the City need implement any special protective or safety measures, including the use of reflective vests as well as other requirements enumerated in the section covering safety instructions. The City shall perform the Work and Spot Painting so as not to interfere with the continuous and uninterrupted use of UP tracks or other operations (the "Operations"). If the handling of the Work or Spot Painting may cause interference with the Operations, the City shall obtain written instructions from UP's authorized representative as to the proper method of handling of the Work or Spot Painting.
3. The specifications for Spot Painting must include the paint color (which must be compatible with the most recent paint applied), application method (e.g. spray, brush, etc.), and structure access/reach equipment type (e.g. ladders, man-made lifts, etc.). UP may require paint removal prior to Spot Painting for safety reasons; if so, the City must also submit a paint removal method (e.g. sand-blasting, chemical removal, etc.) to UP for approval.
4. The City may not begin the Work or Spot Painting unless the City has provided at least two (2) weeks prior written notice to UP of the intended Work or Spot Painting start date.

5. Safety is of paramount importance. The City shall take all reasonable precautions and is solely responsible for the safety of, and shall provide protection to prevent damage, injury, or loss to, all persons who should reasonably be expected to be affected by the Work or Spot Painting, including individuals performing the Work or Spot Painting, employees of UP and its consultants, visitors to the Premises, and members of the public who may be affected by the Work or Spot Painting.
6. Upon the City's request, UP will provide the City with approximate daily train schedules to assist City with planning the Work or Spot Painting schedule.
7. At no time will anyone performing the Work or Spot Painting be allowed beyond the bridge abutments on UP's property or be allowed on top of the bridge unless accompanied by UP personnel.
8. The City shall: (i) remove from the Premises upon completion of the Work or Spot Painting all supplies, equipment, waste materials, rubbish or temporary facilities used in the City's performance of the Work or Spot Painting; and (ii) restore the Premises to its original condition prior to the City's commencement of the Work or Spot Painting.
9. The City agrees to and understands that all costs associated with the Work or Spot Painting will be paid solely by the City and that UP will not make any financial contribution to the Work or Spot Painting; provided that UP shall pay for any flaggers determined by UP to be required pursuant to Section 2 of this Agreement.
10. As a material inducement for entering into this Agreement, and without which UP would not enter into the same, the City covenants and agrees, that, except to the extent that Claims (defined below) are finally determined to be caused by the intentional misconduct or gross negligence of UP and/or its employees, the City shall indemnify and hold harmless the UP from all fines, judgments, awards, claims, demands, liability, losses, damages and expenses (including attorney fees and costs) ("Claims"), for injury or death to all persons, including the UP's and the City's employees, and for loss and damage to property belonging to any person (including environmental claims) arising or resulting from the performance of this Agreement by the City or any other person performing any work or service on the City's behalf on or about the Premises.
11. Any contract between the City and its contractor to perform the Work or Spot Painting herein described will include the insurance requirements for contractors set forth on Exhibit A hereto, which is incorporated by reference herein.
12. The City shall comply with all federal, state and local environmental laws and regulations in its work at the Premises and shall perform the Work or Spot Painting in an environmentally protective manner. Specifically, the City shall:
 - A. Prevent releases and spills of any materials that could harm human health or the environment, including but not limited to, hydrocarbon products, anti-freeze, spent mechanical draining, solvents, hazardous substances and hazardous wastes as defined in the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, respectively ("Environmental Substances").
 - B. In the event of a release or spill of an Environmental Substance, clean up such release by excavating contaminated soil, stockpiling it on an impermeable surface (i.e., Visqueen), and thereafter, properly dispose of such contaminated soil off of the Premises.

- C. Prevent any released Environmental Substances from spreading and/or entering waterways by keeping a supply of absorbent materials on site (i.e., oil absorbent pads and booms) which shall be used for such purposes.
- D. Furnish a copy of the bill of lading or hazardous waste manifest for any shipment of Environmental Substances off-site to UP's facility manager.
- E. Obtain any environmental permits and prepare any environmental plans required as a result of the Work or Spot Painting and make them available to UP upon request.
- F. Remove and properly dispose of all solid waste and rubbish on a regular basis.

The City, at its expense, shall assume all responsibility for the investigation and cleanup of any release or discharge of any Environmental Substance at the Premises that arises from the City's performance of any work, presence or other activity at the Premises. In addition to other liability terms contained in this Agreement, the City agrees to indemnify, defend and hold harmless UP, its officers, agents and employees, from and against all environmental costs and expenses, including without limitation, all environmental analysis and cleanup expenses, fines and claims, or penalties arising from any work, presence or activity of the City at the Premises.

The employees of the City shall at all times be and remain the sole employees of the City and subject to the direction, supervision and control of the City.

13. In accordance with the Hazard Communication Standard (the "HCS") issued by the Occupational Safety and Health Administration ("OSHA") (29 CFR, Part 1910.1200), UP has developed and implemented its Hazard Communication Program. At the specific UP facilities where potentially hazardous chemicals may be present, UP maintains a copy of its Hazard Communication Written Plan (the "Written Plan") which, among other things, includes a list of the hazardous chemicals that may be present at the facility involved and the availability of Material Safety Data Sheets ("MSDS"). The Written Plan is available for review by the City.

The City shall determine if the Work or Spot Painting, under normal conditions or in a foreseeable emergency, will expose the City, its officers, employees or agents to any hazardous chemicals on UP's property as listed in the Written Plan, and if so shall: (1) review the Written Plan for the specific facility involved, and (2) inform its officers, employees and agents of such hazardous chemicals and that they may review UP's Written Plan and obtain copies of applicable MSDS.

The HCS also requires that the parties to this Agreement exchange MSDS, as well as any additional information about precautionary measures necessary to protect both parties' employees where exposure may occur. The City shall provide such information to UP, its officers, employees and agents, before the City uses any hazardous chemicals (as defined in the HCS) in, on or about the Premises.

14. The City recognizes that the Premises may contain lead paint or other lead components, and the City assumes all risk and liability associated with the presence of such lead paint or other lead components. In the event that the City (or its members, agents, employees, contractors, subcontractors, and or representatives) performs surface preparation activities in connection with painting, including but not limited to chipping, scraping, or abrasive blasting of any kind, then the City shall ensure that proper lead containment measures are taken.

15. The retention of contractors by the City does not relieve the City of its obligation under the Agreement. The City shall be responsible for all work of contractors and all contractors shall be governed by the terms of this Agreement.
16. The City shall pay in full all persons who perform labor upon or provide services or materials in connection with the Work or Spot Painting. The City shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of UP for any such Work or Spot Painting performed.
17. Any notice given or required to be given to the City or UP pursuant to any provisions of this Agreement shall be given in writing and shall be personally delivered, transmitted electronically or sent by U.S. registered mail, with necessary postage prepaid, and shall be deemed to have been duly given: (a) when delivered by hand; (b) one (1) day after delivery by receipted overnight delivery; or (c) three (3) days after being mailed by certified mail or registered mail with return receipt requested, to the following:

If to the City:

City of West Allis
Attn: Traci Gengler
7525 W. Greenfield Avenue
West Allis, WI 53214
Phone: (414) 302- 8372
Email: tgengler@westalliswi.gov

If to UP:

Union Pacific Railroad Company
Attn: Chris Keckeisen
1400 Douglas Street, MS 910
Omaha, NE 68179-0910
Phone: (402) 544- 5131
Fax: (402) 997- 4322
Email: ctkecke@up.com

18. This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein. No modification or alteration of the terms hereof shall be binding unless such modification or alteration is in writing and executed by the parties. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
19. This Agreement shall be binding upon the parties hereto and upon all persons successor in interest to said parties. This Agreement shall not be assignable by the City without the express written consent of UP.
20. This Agreement shall be governed by and in accordance with the laws of the State of Nebraska.
21. The failure of any party hereto to enforce at any time any of the provisions of this Agreement or to exercise any right or option which is herein provided shall in no way be construed to be a

waiver of such provision(s) as to the future, nor in any way to affect the validity of this Agreement or any part hereof or the right of either party to thereafter enforce each and every such provision and to exercise any such right or option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, this Agreement is executed this ____ day of _____, 2019.

UNION PACIFIC RAILROAD COMPANY

CITY OF West Allis

By: _____

By: _____

Its: _____

Its: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

EXHIBIT A

INSURANCE REQUIREMENTS

The City shall cause the contractor performing the Work to procure and maintain, during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence and an aggregate limit of not less than \$2,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage Insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or substitute form providing equivalent liability coverage) with a limit of not less \$1,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers' Compensation and Employers' Liability Insurance. Coverage must include but not be limited to:

- The City's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$100,000 each accident, \$500,000 disease policy limit \$100,000 each employee.

If the City is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Umbrella or Excess Insurance. If the City utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

E. All policy(ies) required above (except workers' compensation and employers' liability) must include UP as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or

substitute forms providing equivalent coverage), and shall not be limited by the City's liability under the indemnity provisions of this Agreement.

F. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless: (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement; or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

G. The City waives all rights against UP and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employers' liability or commercial umbrella or excess liability insurance obtained by the City required by this agreement.

H. Prior to commencing the work, the City shall furnish UP with a certificate(s) of insurance (except for Railroad Liability Insurance), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement, and a Binder of Insurance showing compliance with the Railroad Protective Liability coverage required by this Agreement.

I. All insurance policies must be written by a reputable insurance company acceptable to UP or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by the City or by UP on behalf of the City will not be deemed to release or diminish the liability of the City, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UP from the City or any third party will not be limited by the amount of the required insurance coverage.

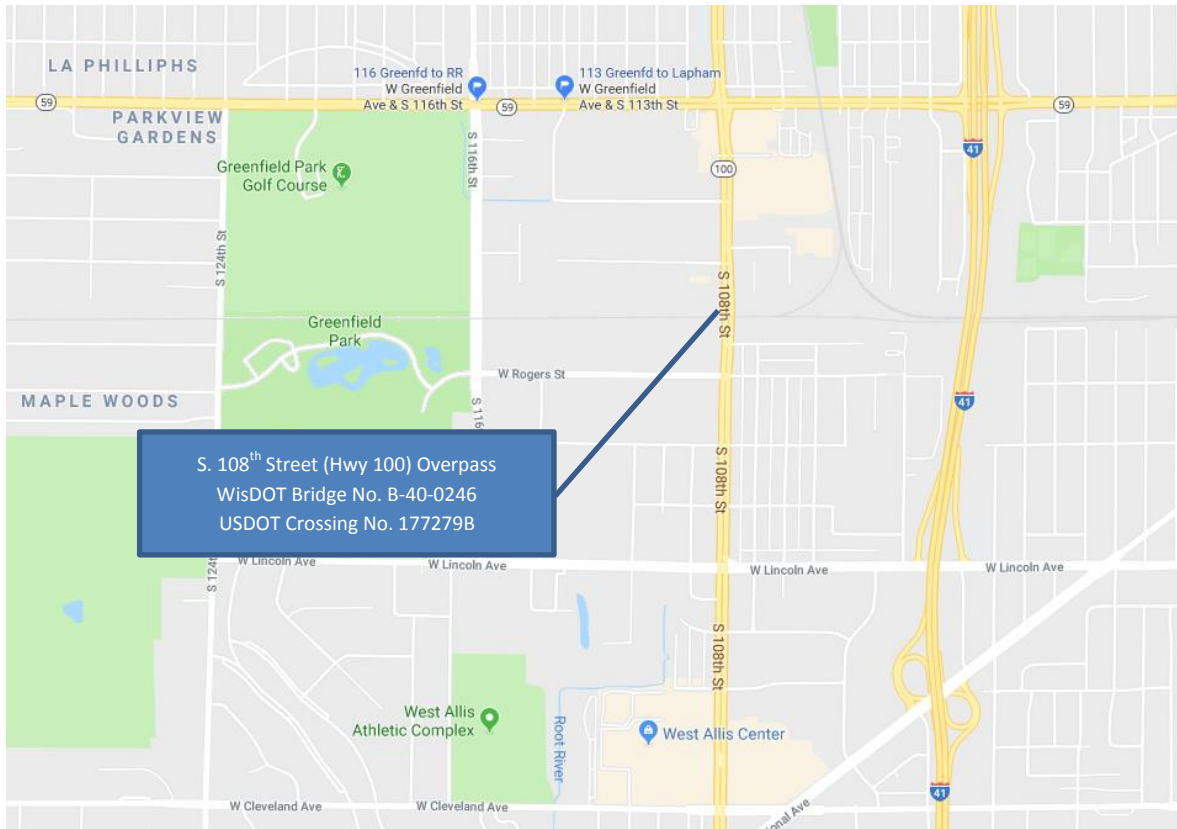
Project No. 2019-10
Overpass Painting

APPENDIX A

Project Location of Proposed
Union Pacific Railroad Bridge Painting

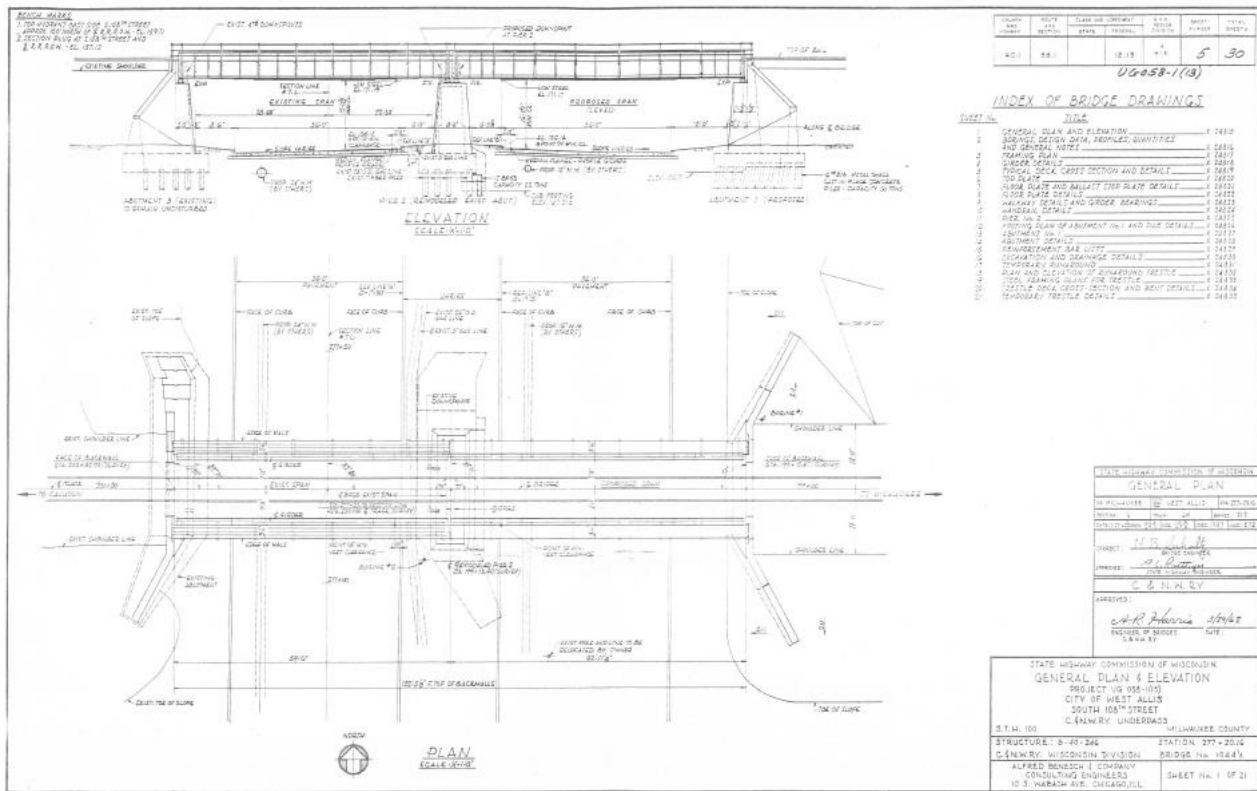
Project No. 2019-10
Overpass Painting

Location for Overpass Painting



S. 108th Street (WIS 100) at W. Manor Park Drive, City of West Allis, Milwaukee County, Wisconsin

Project No. 2019-10 Overpass Painting

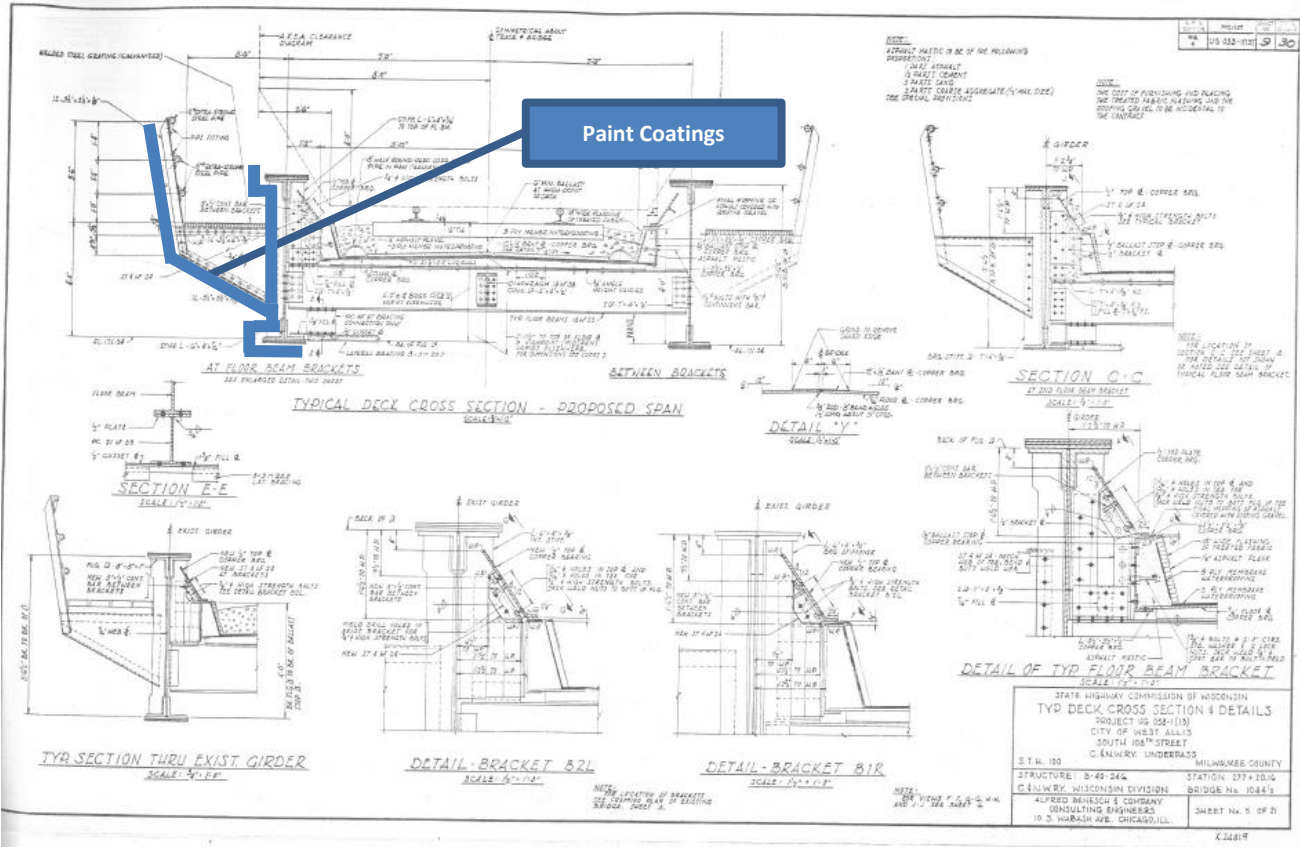


Project No. 2019-10 Overpass Painting

Extent of Painting:

*Note: All surfaces to be painted shall first be prepared according to SSPC-SP3 – Power tool cleaning (See Appendix C).

Fascia Beam – Apply two (2) prime coats and one (1) top coat to both exterior facing fascia beams to the surfaces shown below, including all exposed flanges, joints, nuts, and bolts:



Fascia Beam Cross-section (Not to scale)

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APPENDIX B

Approved Paint Systems

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Approved Paint Systems for Overpass Painting

Producer	Coat	Products	Minimum Dry Film Thickness Mils	Maximum Dry Film Thickness Mils
Power Tool Cleaning - Minimal Surface Preparation (SP3)				
Carboline	1 st	Rustbond	1.0	2.0
	2 nd	Carboguard 893	3.0	5.0
	3 rd	Carbothane 133 VOC	3.0	5.0
International Paint	1 st	Interplus 356	3.0	5.0
	2 nd	Interguard 670 HS	4.0	8.0
	3 rd	Interthane 990 HS	2.0	3.0
PPG Industries	1st	Amerlock Sealer	1.0	2.0
	2 nd	Amercoat 399	4.0	8.0
	3rd	Amercoat 450H	3.0	5.0
Rust-Oleum	1 st	Mathys Noxyde Plus WB	7.0	10.0
	2 nd	Mathys Noxyde Plus WB	7.0	10.0
Sherwin-Williams	1 st	Macropoxy 920 Pre-Prime	1.5	2.0
	2 nd	Macropoxy 646	5.0	10.0
	3 rd	Acrolon 218 HS	3.0	6.0

Approved Paint Systems for Anti-Graffiti Coatings

Producer	Coat	Products	Minimum Dry Film Thickness Mils	Maximum Dry Film Thickness Mils
Surface preparation required to remove all existing paint and graffiti				
Rust-Oleum	1 st	9900 System – Anti-Graffiti	2.0	-
	2 nd	9900 System – Anti-Graffiti	2.0	-
Sherwin-Williams	1 st	Anti-Graffiti Coating	3.0	4.0
	2 nd	Anti-Graffiti Coating	3.0	4.0

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APPENDIX C

Proposed Color Scheme

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Figure 1 – Existing Highway 100 Overpass



Federal
Standard 595
Color FS 35102
(Blue) for
Girders

Federal
Standard 595
Color FS 30475
(Tan) for
Concrete
Surfaces



Figure 2 – Proposed Highway 100 Overpass Color Scheme to match Greenfield Avenue Overpass (2015 painting project)

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APPENDIX D

Specifications

Project No. 2019-10

Overpass Painting

I. SCOPE OF WORK

The work under this Contract consists of surface preparation, containment and collection of waste materials, and the painting of the overpass and all incidental items necessary to complete the work as shown on the plans and included in these Special Provisions. The work consists of the furnishing of all labor, equipment, material, and tools for cleaning and painting a total of approximately 2,600 SF of a steel railroad overpass structure. Work shall only be performed on areas detailed in these special provisions or as directed in the field by the Engineer.

II. COMPLETION DATE

It is anticipated that the Notice to Begin Work on this project will be given on or about July 8, 2019. All work on the entire contract shall be completed by August 30, 2019.

THE CONTRACTOR WILL BE REQUIRED TO SUBMIT A SCHEDULE FOR CONTRACT TIME COMPLETION AT THE PRECONSTRUCTION MEETING FOR THIS PROJECT.

III. LIQUIDATED DAMAGES

A. Standard.

For failing to complete said work on the entire contract by August 30, 2019, the sum of one thousand dollars (\$1,000.00) per day, for each and every day beyond the specified completion date, shall be retained by the City of West Allis as liquidated damages and not as a penalty.

B. Avoidable Delays.

Avoidable delays are delays which the Contractor can foresee or are within his power to control or prevent. **No extra payments will be made, no extra working days will be granted and liquidated damages will not be waived or reduced for any avoidable delays:**

1. Delays due to local **material shortages.**
2. Delays due to **slow delivery of materials** from a supplier or fabricator due to priority, late ordering, financial considerations or other cause within the power of the Contractor to avoid.
3. Delays caused by **failure or breakdown of plant or equipment.**
4. Delays caused by strikes or job actions against the contractor and within his power to settle, or due to **shortages of labor** in specific classifications.
5. Delays caused by **failure of subcontractors or suppliers** to adequately perform.
6. Delays caused by conditions on the project that could be foreseen at the time of bidding, including curing time for concrete, drying time for paint, traffic conditions and similar delays.
7. Delays due to failure of the Contractor to prosecute the work or to provide sufficient forces and equipment to maintain satisfactory progress on the controlling item when conditions are otherwise satisfactory.

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C. Final Inspection and Acceptance (i.e. "remaining unfinished work").

The Engineer will make an inspection of the work included in the contract as soon as practicable after notification by the Contractor and confirmation by the Project Engineer that such work in their judgment has been completed and final cleaning up performed. Whenever the work contemplated by the Contract shall have been completed satisfactorily at the time of final inspection, the Engineer will give written notice of final acceptance to the Contractor.

Should the inspection disclose any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary written instructions for correction of the same and the Contractor shall comply with and execute such instructions within ten (10) working days. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor, in writing, of this acceptance as of the date of final inspection.

If the testing of materials is incomplete at the time of final inspection and the work is satisfactorily completed, the Engineer will give a written notice of partial acceptance, conditioned upon receipt of satisfactory test reports; whereupon, a final acceptance will be given without any additional inspection.

For failing to comply with and correct all items of work on said "remaining unfinished work" list within ten (10) working days of the notification to the Contractor by the Engineer of the unsatisfactory work, the sum of two hundred dollars (\$200.00) per day for each and every day beyond the specified completion date shall be retained by the City of West Allis as liquidated damages and not as a penalty.

IV. PROSECUTION AND PROGRESS, AND VEHICULAR ACCESS

A. Traffic Control

Traffic control will be paid as a lump sum and all signs and barricades used shall conform to the Part 6, Temporary Traffic Control section of the Manual on Uniform Traffic Control Devices for Streets and Highways.

According to the federal ADA Accessibility Guidelines (ADAAB 4.1.1 (4)), in locations where a continuous sidewalk or street crossing cannot be provided for pedestrians such as when construction barricades intervene, an alternate route should be available. This may require temporary walkways and curb ramps to maintain access to addresses along the sidewalk obstructed for more than a short time. A smooth, continuous hard surface should be provided throughout the entire length of the temporary pedestrian facility.

The cost to maintain and restore the temporary pedestrian facilities shall be considered incidental to the item of Traffic Control and no additional payment will be made therefor.

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Sidewalk barriers should be detectable by blind pedestrians or those who have low vision. Plastic tape, movable cones and print signs at a sidewalk excavation will not generally provide adequate notice or protection.

The Contractor shall provide continuous 24 hour-a-day availability of equipment and forces to expeditiously restore barricades, lights, signs or other traffic control devices that are damaged or disturbed and in no case shall the elapsed time between the notification of damage and restoration of traffic control devices exceed two (2) hours. The cost to maintain and restore the above shall be considered incidental to the item of Traffic Control and no additional payment will be made therefor.

B. Trucking, Vehicular and Pedestrian Access.

Vehicular access must be maintained at all times to all of S. 108th Street (State Trunk Highway 100) and to all intersecting streets, alleys and driveways. A minimum of one 12-foot wide lane shall be provided in each direction of S. 108th Street at all times.

Adequate turning provisions for vehicles, including trucks and buses, shall be maintained at all intersections during construction operations, as directed by the Engineer. It is the intent of this Contract to provide and maintain the maximum number of driving lanes available during construction operations.

Pedestrian access shall be maintained at all times to all properties in a safe and adequate means. **The Contractor shall also take extra care to ensure the construction site is kept safe for children walking to and from school or school bus stops.**

It shall be the responsibility of the Contractor to use adequate traffic control measures for the respective work. The Contractor will be required to coordinate traffic control efforts within the project to obtain safe and efficient movement of local traffic during construction operations.

No residential drive approaches shall be closed or removed from service without sufficient notice given to the occupants of the premises to remove their vehicles prior to removal or closing of the drive approach access.

Access to all properties within the limit of this contract may be required from time to time by City emergency vehicles and equipment which provide fire, police, and rescue service for the public. In the event such access is required, the Contractor shall cooperate fully in accommodating emergency access in the shortest possible time.

The Contractor shall not store equipment, vehicles, or materials on adjacent streets beyond the project limits without specific approval of the Engineer.

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V. GENERAL NOTES

A. Specifications.

All work on this project shall be done according to the City of West Allis Standard Specifications for Street Construction, May 2017 Edition.

B. Preconstruction Meeting

There will be a preconstruction meeting at the West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, at a date and time to be agreed upon by the Contractor and the Engineer prior to starting any work on the Contract. The Contractor and all sub-Contractors for this project will be required to attend. The Contractor shall submit a schedule of all work to be performed at this meeting.

C. Project Scheduling

On a weekly basis, the Contractor shall supply the Engineer with the following, via electronic (e-mail) correspondence, by noon every Thursday while work is in progress:

A schedule of the contractors operation for the next two (2) weeks listing the Contractor's projected operations for each day. This schedule shall include specific locations and types of work to be performed by the Contractor as well as any Owner supplied material or resources that may be required.

The name, e-mail address, and telephone number of the person, or persons, who will be responsible for the Contractor's work for the following two (2) weeks. This person shall have the authority and ability to both receive orders from the Engineer and to act for the Contractor.

In the event that the submitted schedule is altered by the Contractor or due to weather conditions, the Contractor shall then submit an updated schedule to the Engineer as soon as a new schedule is available.

Schedules shall be sent to Robert Hutter, Principal Engineer, at rhutter@westalliswi.gov as well as to any other e-mail address requested by the Engineer.

If the Engineer receives no schedule, it shall be understood that the Contractor will do no work within the next two (2) week time period.

D. Contractor's Interaction with the Public and Residents

Due to an increasing number of complaints from residents, politicians and members of the public concerning their interactions with the Contractor, the following provisions in the City of West Allis Standard Specifications for Street Construction will be strictly enforced:

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1. Employees to be Removed for Cause (1.3.20).
When any **employee is abusive or disrespectful to the general public** or to the Owner's representatives, such employee shall, upon written or verbal order from the Owner, be removed from the work.
2. Cleaning up Work (1.5.2).
The Contractor shall at all times keep the site of the work, including all private and public property involved in or adjacent to the work, **free from any rubbish**, surplus or waste materials deposited by persons engaged in the work, or which have accumulated as a result of the work.
3. Working Hours (1.1.43).
The Contractor shall only work daylight hours between **7:00 a.m.** and 6:00 p.m.
4. Protecting Private Properties (1.7.8).
All private properties shall be fully protected by the Contractor. All **trees, bushes, shrubs**, sod, survey monumentation, buildings, garages, other structures, etc. on private property damaged by the Contractor shall be repaired or replaced by the Contractor at no cost to the private owner, and to the satisfaction of the Engineer.
5. Access to Properties (1.7.7).
The Contractor shall neither shut off nor unnecessarily interfere with either pedestrian or vehicular access to property without the consent of the Engineer.
6. Storage of Materials (1.4.1).
Materials delivered for the Contractor are to be **neatly and compactly placed** along or near the site in such a manner as to cause the **least inconvenience to the property owners and insure the safety of the general public**. Materials shall not be placed within twenty (20) feet of any hydrant, pedestrian crossing, driveway or intersection.
7. Dust Control (2.1.2).
The Contractor shall be responsible for the **control of dust** during the construction period. Dust shall be controlled by the use of water or other methods.
8. Notice to Water Utility (4.14.2 of Standard Specifications for Sewer and Water Construction in Wisconsin).
The Contractor shall give a minimum of **48 hours' notice to the Water Utility** for a request for water shut-off. This notice is meant to allow time for the Water Utility to properly notify customers 24 hours before any shut-off at their property.

E. Notice to Residents and Businesses.

As part of the work, the Contractor or any subcontractor shall give written notice to residents and businesses at **least forty-eight (48) hours** before removing or obstructing any private driveway.

F. Contractor to Have Competent Staff

Due to the nature of the Work, the Owner or Engineer will not always have a representative immediately available to the Contractor's Representative nor will a representative be immediately available at all locations of the work. It shall be the responsibility of the

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Contractor to have competent staff able to understand and implement all aspects of the work in accordance with the requirements of the Contract at all times.

G. Substance Abuse by Employees

Effective May 1, 2007 employers performing work on public works construction projects in Wisconsin for municipal government and state building projects will be required to have a written substance abuse testing program in place. No employee may use, possess, attempt to possess, distribute, deliver or be under the influence of a drug or use or be under the influence of alcohol, while performing the work on this project. The contractor shall immediately remove an employee from work on this project if an officer or employee of the City has a reasonable suspicion that the employee is in violation of this provision and requests the Contractor to immediately remove the employee from work on the project. The complete provisions of this requirement are contained in 2005 Wisconsin Act 181. For legal advice on complying with Act 181, you may wish to consult with a private attorney.

H. Notice for Inspection.

The Contractor shall notify the Engineer at least five (5) working days before commencing work or **adding another crew** so that an inspector can be assigned.

I. Work Under Electric Company Wires.

All work done in proximity to any electric line facilities shall be performed in conformance with the provisions and requirements of the Wisconsin Administrative Code, Rules of Department of Industry, Labor and Human Relations, covering Safety in Construction, Order "Ind. 35.37 Electrical Hazards" and any amendments thereto, and the provisions of the Wisconsin State electrical Code and any amendments thereto. The Contractor shall work under all Electric Company wires at his own risk and shall assume full responsibility for all claims and liabilities arising from work in this area. The Contractor shall also be responsible for all fees assessed by the Electric Company resulting from the Contractor's Work.

J. Utilities

The Contractor will be required to provide the necessary facilities to the utility or utilities owning electric, telephone, fiber optics or cable TV wires, water, sanitary sewer and storm sewer mains or gas mains, or service pipes in the work area for the preservation of said electric, telephone, fiber optics or cable TV wires, water, sanitary sewer and storm sewer mains or gas mains and service pipes, from injury without any charge therefor. In case it should be necessary to remove the said electric, telephone, fiber optics, or cable TV wires, traffic signal wire or conduit, water, sanitary sewer and storm sewer mains or gas mains, or service pipes, or any portion thereof, the said utility shall be notified by the Contractor three (3) working days ahead of time of the necessity of such removal, and the same shall be restored and in all respects made as good as before removal at the expense of the Contractor.

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K. Guarantee

The Contractor shall be liable for the acceptable condition of all work under the contract, both during construction and throughout the guarantee period. The guarantee period of one (1) year shall commence on the date of final acceptance. Should any defect appear either during construction or during the guarantee period, the Contractor shall, in conformance to a written order from the Engineer, make the required repairs or replacement at the Contractor's own expense.

L. Protecting and Restoring Property.

The contractor shall assume liability for all damage to public or private property resulting from Contractor operations, defective work or materials, or non-execution of the contract. The Contractor shall restore property to a condition similar or equal to that existing before causing the damage, as the Engineer directs or in a manner acceptable to the property owner. If the contractor fails to restore property within a reasonable time, the City may, upon 48 hours written notice, restore that property as the Engineer deems necessary. The City will deduct restoration costs from payments due the contractor under the contract.

M. Omissions, Discrepancies, and Corrections

It is the intent of the contract documents that all performance under the contract be in accordance with the best practice. The Contractor shall carefully check the plans both before commencing and throughout the work. Conditions shown on the plans are as of the survey date noted on the plan sheet. The Owner does not assume responsibility for variations. The Contractor is required to make computations to determine the quantities and shall plan the work based on this information. The Contractor shall immediately call the Engineer's attention to any errors, omissions or discrepancies that may be discovered in the plans before proceeding with the work affected. The Engineer reserves the right to make such corrections as may be deemed necessary for the fulfillment of the true intent of the contract documents.

N. Work to be Done at Contractor's Risk.

All work to be done under the contract documents from commencement until the final acceptance of such work shall be done entirely at the Contractor's risk. No partial payment for, or partial acceptance of any part of the work shall absolve the Contractor from such risk. The Contractor is responsible for maintaining all traffic control devices as well as sidewalk closure signs and barricades until such time that all hazard areas are removed.

O. Site Use

The Contractor shall at no point during construction conduct work or store materials within the right-of-way of the Union Pacific Railroad. All areas to be painted shall only be accessed from City right-of-way.

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The Contractor shall be responsible for storing all materials inside or under cover at ambient temperature and keep all materials dry, protected from elemental damage, and protected from freezing.

P. Items Not Listed in Estimate of Quantities

Sundry items which are incidental to or required in the construction of the work, but are not included as items in the estimate of quantities, shall be considered an integral part of the contract, and all labor, materials, etc. required for such items shall be furnished by the Contractor and the cost of same included in the unit bid prices.

Q. Mobilization

This item of work shall follow Section 619 in the WisDOT Standard Specifications and shall include the work and operations necessary to move personnel, equipment, supplies, and incidentals to each project site.

R. Permits

Contractor MUST meet all insurance requirements of Union Pacific Railroad and the City of West Allis as listed in the contract documents.

Attached is the Right of Entry Contractor's Endorsement which must be executed and returned by the Contractors, along with a copy of each Contractor's Insurance Certificate, naming Union Pacific Railroad Company as an additional insured, and a \$500.00 payment for each Contractor.

You are not authorized to enter the Railroad's property or begin any work until you have received your fully executed counterpart from the Railroad and have made all required contacts and notifications.

This agreement will not be accepted by the Railroad Company until you have returned all of the following to the undersigned at Union Pacific Railroad Company:

- (1) Executed, unaltered duplicate original counterparts of Right of Entry Agreement [including the Contractor's Endorsement(s) and \$500 for each contractor];
- (2) All Insurance Certificates (yours and all contractors'), naming Union Pacific Railroad Company as additional insured;
- (3) Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com). Your executed and completed Railroad Protective Insurance applications & payment should be directly forwarded to: Marsh, USA, PO Box 419105, Kansas City, MO

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64141-6105 [Fax: (816) 556-4362] (should you choose to purchase through Union Pacific's blanket carrier);

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

1. **Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

2. **Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

3. **Workers Compensation and Employers Liability insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

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4. **Railroad Protective Liability insurance.** Licensee must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.
5. **Umbrella or Excess insurance.** If Licensee utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.
6. **Pollution Liability insurance.** Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any “hazardous” material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least

\$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or nonhazardous materials from the job site, Licensee must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements:

7. All policy(ies) required above (except worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad’s negligence whether sole or partial, active or passive, and shall not be limited by Licensee’s liability under the indemnity provisions of this Agreement.
8. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
9. Licensee waives all rights against Railroad and its agents, officers, directors and

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employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Licensee required by this agreement.

10. Prior to commencing the work, Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
11. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
12. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

S. City Required Insurance

There has been a substantial increase recently in the number of contractors experiencing difficulties obtaining the appropriate insurance coverage for the City of West Allis contracts. The specific language from standardized Insurance Services Office (ISO) forms, as prepared and issued by many engineering and construction firms, does not always adequately protect the City against loss which arises from the performance of the contract. The "Instructions to Bidders" section of our contracts requires that **"additional insured status shall be endorsed onto the respective insurance policy by the appropriate ISO endorsement form approved by the City"**.

The City Attorney is currently accepting the following forms:

CG D2 46 08 05 – "Blanket Additional Insured (Contractors)"

ILE 10 37 – "Additional Insured Wrap"

G-17957-G – "Contractor's scheduled and blanket additional insured endorsement"

CG 20 37 07 04 – "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

CG D3 61 03 05 – "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

CG 81 02 08 05 – "Contractors Blanket Additional Insured Endorsement"

GA 4113 11 99 - "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or

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Organization – Your Work”.

CVX-GL-5071 – Additional Insured Endorsement

The City Attorney will need to see the actual endorsement paperwork from your policy for:

1. Additional Insureds
2. Waiver of Subrogation
3. Primary Insurance
4. Notice of Cancellation (please make sure it provides notice to the City of at least 30 days prior to cancellation with 10 days for nonpayment)
5. Provide the above endorsements for each different policy number

Please notify your insurance agent of the City’s requirements. Failure to execute and deliver the contract, or to **furnish the required insurance certificates and endorsements** within ten (10) days after receipt of the official notice of award, may void the contract award and notice of award, and the bid security of the bidder will be forfeited.

T. Inlet Protection

The Contractor shall provide Inlet Protection for all inlets. These protection devices shall be maintained at all times during construction and shall be disposed of at the completion of the project.

Inlet protection shall be installed and maintained in accordance with WisDOT’s Standard Specifications Section 628 and WisDOT S.D.D. 8E10-2.

U. Traffic Control

Traffic Control will be paid as a lump sum and shall be full compensation for constructing, assembling, hauling, erecting, maintaining, and removing traffic control signs, drums, barricades, lights, temporary pavement marking tape, or similar control devices.

All traffic control devices shall conform to Part VI - "Traffic Controls for Street and Highway Construction and Maintenance Operations" of the Federal Manual on Uniform Traffic Control Devices (MUTCD), Part 6 of the Wisconsin Department of Transportation Supplement to the MUTCD, and WisDOT Standard Specifications – Section 643.

Two-way traffic must be maintained for the duration of construction. Traffic control shall direct all vehicles and pedestrians through the work zone safely and without significant disruption to normal traffic flow. All vehicles shall be protected from coming in contact with any paint, water, debris, equipment, or any other materials used for work being performed.

According to the federal ADA Accessibility Guidelines (ADAAB 4.1.1 (4)), in locations where a continuous sidewalk or street crossing cannot be provided for pedestrians such

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as when construction barricades intervene, an alternate route should be available. This may require temporary walkways and curb ramps to maintain access to addresses along the sidewalk obstructed for more than a short time. A smooth, continuous hard surface should be provided throughout the entire length of the temporary pedestrian facility. The cost to maintain and restore the temporary pedestrian facilities shall be considered incidental to the item of Traffic Control and no additional payment will be made therefor.

Sidewalk barriers should be detectable by blind pedestrians or those who have low vision. Plastic tape, movable cones and print signs at a sidewalk excavation will not generally provide adequate notice or protection.

The Contractor shall prepare a Detailed Traffic Control Plan to be submitted and approved by WisDOT (who has jurisdiction over WIS 100) and the Engineer at the pre-construction meeting. The Detailed Traffic Control Plan is required for approval of all lane and sidewalk closures. A three-phase traffic control plan is anticipated.

This traffic control plan must include the following minimum standards:

Signage Requirements:

Sign Description	Sign Number	Quantity
Road Work Ahead	W20-1	2
Left/Right Lane Closed Ahead	W20-5 (L/R)	2
Lane Ends (Left/Right)	W4-2 (L/R)	2
End Road Work	G20-2	2
Sidewalk Closed (on Type 2 Barricade)	R9-9	2

*Must be mounted 7 feet high

General Traffic Control Requirements:

- Minimum shifting taper length – 100 feet
- Maximum traffic control drum spacing – 25 feet
- Minimum traffic lane width – 11 feet

Off-peak hours are those hours outside of the 6-9 am and 3-6 pm peak travel periods. Your lane closures should be planned during off-peak travel hours only.

Submit a LCS (Lane Closure System) request for all approved lane closures.

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The Contractor shall pursue the project in a competent manner and shall provide sufficient barricading and construction signing to protect the work and insure the safety of motorists and pedestrians at all times. It may also be necessary to work with local businesses, which may need to make deliveries at certain times.

IT SHALL BE A REQUIREMENT that, during hours of darkness, warning lights shall be used on all drums, barrels, barricades, vertical panels and portable barriers. These lights shall be operated in the FLASHING mode when the aforementioned devices are used singly, and in the STEADY BURN mode when the devices are used in a series for traffic channelization.

The Contractor shall provide continuous 24 hour-a-day availability of equipment and forces to expeditiously restore barricades, lights, signs or other traffic control devices that are damaged or disturbed and in no case shall the elapsed time between the notification of damage and restoration of traffic control devices exceed two (2) hours. The cost to maintain and restore the above shall be considered incidental to the item of Traffic Control and no additional payment will be made therefor.

The Contractor shall protect all alley, driveway and street pavements against both public traffic and the traffic caused by employees and agents. The Contractor shall repair or replace all parts of the pavement damaged by traffic or otherwise damaged before its acceptance, at no expense to the City, in a manner satisfactory to the Engineer. During performance and up to the completion date of work, the Contractor shall be under an absolute obligation to protect finished and unfinished work against damage, loss or injury due to failure of barricades, signs, snow fence, lights, flaggers, and watchers to protect it.

It shall be the responsibility of the Contractor to use adequate traffic control measures for the respective work. The Contractor will be required to coordinate traffic control efforts within the project to obtain safe and efficient movement of local traffic during construction operations.

Access to all properties within the limit of this contract may be required from time to time by City emergency vehicles and equipment which provide fire, police, and rescue service for the public. In the event such access is required, the Contractor shall cooperate to the fullest extent in accommodating emergency access in the shortest possible time.

The Contractor shall not store equipment, vehicles, or materials on adjacent streets beyond the project limits without specific approval of the Engineer.

All posting of parking restrictions along streets in this contract to facilitate construction operations will be provided by the City of West Allis.

V. Surface Preparation – Power Tool Cleaning

The Contractor shall use power tool cleaning by methods specified in SSPC-SP3 (The Society for Protective Coatings – Surface Preparation Specification No. 3) – Power Tool Cleaning on

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all surfaces prior to painting. This specification can be found in **Appendix D** of these special provisions.

Remove all abrasive or paint residue from steel surfaces with a High Efficiency Particulate Abatement (HEPA-VAC) vacuum cleaner equipped with a brush-type cleaning tool, or by double blowing. If the double blowing method is used, vacuum the exposed top surfaces of all steel after the double blowing operations are completed. The air line used for blowing the steel clean shall have an inline water trap and the air shall be free of oil and water as it leaves the air line.

Take care to protect freshly coated surfaces from subsequent cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool. Clean and repaint the brushed surfaces within the time recommended by the manufacturer.

This item of work shall be paid for by the square foot for surface preparation at each project location. This shall be payment in full for all preparing and cleaning of steel surfaces and all labor, tools, equipment, materials, and all other costs associated with such work.

W. Containment and Collection of Waste Materials

It shall be understood that existing paint coatings at each project location may contain lead or other potentially hazardous particles. The Contractor is responsible for erecting tarpaulins or other materials to collect all of the spent material from power tool cleaning. The Contractor shall consider and treat all spent material as hazardous waste.

The Contractor shall collect the spent debris by vacuuming, shoveling, sweeping or by channeling it directly to disposal containers. All work areas or enclosures shall be thoroughly cleaned at the end of each work day.

Collect and store all waste material collected by this operation at the project location for disposal. Collect and store all waste materials at the end of each workday or more often if needed. The Contractor shall provide 5-gallon lidded plastic containers for containing the spent material. Lock and secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water.

Each container must be labeled with all of the following information:

Generator Name: City of West Allis

Address: 10500 W. Greenfield Avenue

EPA Hazardous Waste Code: D008

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DOT Shipping Description: RQ, Hazardous Waste, Solid, n.o.s., (Lead), 9, NA3077, PG111, (D008)

Date Accumulated: (Enter date waste materials were first placed in container)

The Contractor shall be responsible for proper transport and disposal of all waste containers. Transportation and disposal of all waste materials shall be done in accordance with the Code of Federal Regulations (CFR), Title 40, Part 261.5 – Special requirements for hazardous waste generated by conditionally exempt small quantity generators. All transport and disposal shall be documented in a manifest in accordance with this CFR Standard and should be available for review upon the Inspector or Engineer's request. A sample hazardous waste label and manifest form for disposal of material can be found in **Appendix D**.

This item of work shall be paid for as a lump sum for containment and collection of waste materials at each project location. This shall be payment in full for erecting, operating, maintaining and disassembling the containment devices; collecting, labeling, storing, transporting, and disposing of spent materials; and for furnishing all labor, tools, materials, equipment, and all other costs associated with this work.

X. Flammable Liquid Storage Tank Permits

The Contractor shall obtain any necessary permits from the City of West Allis Fire Department for any liquid propane storage tanks over 100 pounds, and for any gasoline or diesel above ground storage tanks over 55 gallons, to be used or stored within the City Right of Way. A permit fee will also be assessed for any liquid propane storage tanks over 499 pounds, and for any gasoline or diesel above ground storage tanks over 250 gallons. The contact at the Fire Department is Martin King, Assistant Fire Chief, at (414) 302-8904.

Y. Painting Overpass

The Contractor will be responsible for supplying all paint, supplies, and materials necessary to provide a complete coating system at each overpass. The coating system must be selected from the Approved Paint Systems that are found in **Appendix B**.

The use of a product other than those specified in **Appendix B** will be considered for use, providing that the Contractor includes the following items with the bid proposal:

- a.) All manufacturer technical data sheets and material safety data sheets.
- b.) Documented proof that the proposed materials have a proven record of performance, confirmed by at least 3 local projects that can be examined.

If the above mentioned documents are not provided with the bid proposal at the time of the bid opening, the Engineer reserves the right to reject any and all bids.

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The Contractor shall follow all the requirements set forth in the selected paint system's technical data sheets. However, to eliminate any possible adverse impacts on vehicle and pedestrian traffic, **no spray application of any paint coating will be permitted.** Only brush and roller applications will be permitted for all product applications. If the selected paint system cannot be applied to the required mil thickness per coat with a brush or roller, the Contractor shall be required to apply additional coats to reach the recommended thicknesses. This should be considered when selecting the paint coating system and accounted for in the unit bid prices. All other requirements set forth in the technical data sheets, including minimum and maximum dry film thickness and minimum drying time between coats, shall be met by the Contractor and accounted for in the unit bid pricing.

A paint schedule of colors to be applied will be provided at the pre-construction meeting. It is anticipated that each overpass will be painted with a single color for all fascia beam members and a single color for all column members. The Contractor shall provide a paint system that will closely match the requested colors, and shall be responsible for providing all tints required for the topcoat or any other prime coats necessary to achieve the desired finish colors.

The square footage for each of the overpass locations is an estimated quantity and is given for informational purposes only. The Contractor is responsible for confirming the total area to be painted based on field measurements of all surfaces to be painted. Refer to **Appendix A** for the extent of all surfaces to be painted at each overpass location.

Apply paint in a neat, workmanlike manner. The resultant paint film shall be smooth and uniform without skips or areas of excessive paint. Apply coating in accordance to the manufacturer's recommendations. Prior to applying the prime coat, coat with primer all edges, rivet and bolt heads, nuts, and washers by using either a brush or roller.

Placement of the final topcoat of paint shall stop at splices, vertical stiffeners or other appropriate locations so that lap marks are not evident or noticeable.

This item shall be paid for by the square foot for supplying and applying all paint coatings at each project location. This shall be payment in full for all materials, tools, equipment, labor, and all other costs associated with such work.

Z. Alternate – Anti-Graffiti Coating for Concrete Surfaces

This item of work shall include removing all existing paint, graffiti, debris, rust, and particles from all areas of concrete below and around each overpass and applying an anti-graffiti paint coating. The area of concrete to be completed is approximated as follows:

S. 108th Street (WIS 100) – Approx. 3,440 SF of Concrete Surface

The Contractor shall choose the means and methods by which all existing graffiti, paint, etc. (loose and adherent), is removed from all concrete surfaces. The means and methods can include solvent/chemical cleaning, hand/power tool cleaning, water jetting/blasting, or a

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combination of any of these in order to prepare a uniform surface free of graffiti, paint, and debris. The surface shall be visually inspected to ensure that the surface is properly and uniformly prepared for coating.

The Contractor shall furnish and apply a clear, anti-graffiti coating, chosen from one of the products listed in **Appendix B**. The Contractor shall follow all manufacturer recommendations for application, thickness, coats, and drying times as depicted in each product's technical data sheets.

The use of a product other than those specified in **Appendix B** will be considered for use, providing that the Contractor includes the following items with the bid proposal:

- a.) All manufacturer technical data sheets and material safety data sheets.
- b.) Documented proof that the proposed materials have a proven record of performance, confirmed by at least 3 local projects that can be examined.

If the above mentioned documents are not provided with the bid proposal at the time of the bid opening, the Engineer reserves the right to reject any and all bids.

The Contractor shall provide an ADD price to the unit price provided for Painting Overpass for this additional work at each overpass. The ADD price shall be by the square foot for surface preparation to remove existing paint and graffiti; supplying and applying all anti-graffiti coatings to all concrete surfaces at each project location; and for all materials, tools, equipment, labor, and all other costs associated with such work.

VI. MINORITY BUSINESS ENTERPRISE REQUIREMENTS

The Minority Business Enterprise Requirements are outlined on the following page. (Page 5)

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1. GENERAL

Perform the work under this construction contract as the plans show and execute the work as specified by using the State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 2019 Edition, and these special provisions. In cases of conflicting specifications, the City of West Allis specifications shall take precedence.

2. SCOPE OF WORK

The work to be done under this contract consists of the furnishing of all labor, equipment, material, and tools for cleaning and painting a total of approximately 2,600 SF of the steel railroad overpass structure. This work shall not include any repainting of logos or text that currently exists on the overpass. Work shall only be performed on areas detailed in these special provisions or as directed in the field by the Engineer.

3. LOCATION AND PRIORITY OF WORK

The Contractor shall complete work at the project location within the City of West Allis listed below (see Appendix A for a map of the project location). The contractor will have two months to complete this project once the project is executed.

4. GUARANTEE

The Contractor shall be liable for the acceptable condition of all work under the contract, both during construction and throughout the guarantee period. The guarantee period of one (1) year shall commence on the date of final acceptance. Should any defect appear either during construction or during the guarantee period, the Contractor shall, in conformance to a written order from the Engineer, make the required repairs or replacement at the Contractor's own expense.

5. OMISSIONS, DISCREPANCIES, AND CORRECTIONS

It is the intent of the contract documents that all performance under the contract be in accordance with the best practice. The Contractor shall carefully check the plans both before commencing and throughout the work. Conditions shown on the plans are as of the survey date noted on the plan sheet. The Owner does not assume responsibility for variations. The Contractor is required to make computations to determine the quantities and shall plan the work based on this information. The Contractor shall immediately call the Engineer's attention to any errors, omissions or discrepancies that may be discovered in the plans before proceeding with the work affected. The Engineer reserves the right to make such corrections as may be deemed necessary for the fulfillment of the true intent of the contract documents.

6. WORK TO BE DONE AT CONTRACTOR'S RISK.

All work to be done under the contract documents from commencement until the final acceptance of such work shall be done entirely at the Contractor's risk. No partial payment for, or partial acceptance of any part of the work shall absolve the Contractor from such risk. The Contractor is responsible for

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maintaining all traffic control devices as well as sidewalk closure signs and barricades until such time that all hazard areas are removed.

7. PRECONSTRUCTION MEETING

There will be a preconstruction meeting at the West Allis City Hall, 7525 W. Greenfield Avenue, West Allis, at a date and time to be agreed upon by the Contractor and the Engineer. The Contractor and all sub-Contractors for this project will be required to attend. The Contractor shall submit a schedule of all work to be performed at this meeting.

8. HOLIDAY RESTRICTIONS

The Contractor shall make the project site open and safe for pedestrian and vehicular traffic, and may not perform work on holidays.

9. PROSECUTION AND PROGRESS

The schedule of work provided at the preconstruction meeting shall define the project from start to completion. Individual tasks shall be delineated with their start and end dates. If during the course of construction the Engineer determines that the Contractor is behind the work schedule, the Engineer, at his discretion, may consider the Contractor in default and shall employ any means at the Contractor's disposal to complete the project on time. The stoppage of work by the Engineer, or any delays as a result of it, shall not be considered as a reason to grant a contract time extension. Upon completion of the project, the Contractor shall furnish at least one person to assist the inspector in making final inspection.

10. SITE USE

The Contractor shall at no point during construction conduct work or store materials within the right-of-way of the Union Pacific Railroad or WE Energies. All areas to be painted shall only be accessed from City right-of-way.

The Contractor shall be responsible for storing all materials inside or under cover at ambient temperature and keep all materials dry, protected from elemental damage, and protected from freezing.

11. ITEMS NOT LISTED IN ESTIMATE OF QUANTITIES

Sundry items which are incidental to or required in the construction of the work, but are not included as items in the estimate of quantities, shall be considered an integral part of the contract, and all labor, materials, etc. required for such items shall be furnished by the Contractor and the cost of same included in the unit bid prices.

12. UTILITIES

The Contractor will be required to provide the necessary facilities to the utility or utilities owning electric, telephone, fiber optics or cable TV wires, water, sanitary sewer and storm sewer mains or gas

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mains, or service pipes in the work area for the preservation of said electric, telephone, fiber optics or cable TV wires, water, sanitary sewer and storm sewer mains or gas mains and service pipes, from injury without any charge therefor. In case it should be necessary to remove the said electric, telephone, fiber optics, or cable TV wires, traffic signal wire or conduit, water, sanitary sewer and storm sewer mains or gas mains, or service pipes, or any portion thereof, the said utility shall be notified by the Contractor three (3) working days ahead of time of the necessity of such removal, and the same shall be restored and in all respects made as good as before removal at the expense of the Contractor.

13. MOBILIZATION

This item of work shall follow Section 619 in the WisDOT Standard Specifications and shall include the work and operations necessary to move personnel, equipment, supplies, and incidentals to the project site.

14. PERMITS

Contractor MUST meet all insurance requirements of Union Pacific Railroad and the City of West Allis as listed in the contract documents. A copy of Union Pacific's insurance requirements can be found below:

- A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence and an aggregate limit of not less than \$2,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or substitute form providing equivalent liability coverage) with a limit of not less than \$1,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

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- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$100,000 each accident, \$500,000 disease policy limit, \$100,000 each employee.

Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. **Railroad Protective Liability Insurance.** Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of UP as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to UP before any work may be commenced and until the original policy is forwarded to UP.
- E. **Umbrella or Excess Insurance.** If UP utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.
- F. **Pollution Liability Insurance.** If the City’s scope of work includes, bring any form of “hazardous” materials, to include fuel oil or gasoline not contained within their motor vehicles, onto UP’s property which is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time the Contractor shall provide Pollution Liability Insurance.

If required, pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$1,000,000 per occurrence and an aggregate limit of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except workers’ compensation and employers’ liability) must include UP as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage), and shall not be limited by the Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.
- I. The Contractor waives all rights against UP and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers’ compensation and employers liability or commercial umbrella or excess liability insurance obtained by the Contractor required by this Agreement.

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- J. Prior to commencing any work, the Contractor shall furnish UP and the City with a certificate(s) of insurance (except for Railroad Liability Insurance), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement, and a Binder of Insurance showing compliance with the Railroad Protective Liability coverage required by this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to UP or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
- L. The fact that insurance is obtained by the Contractor on behalf of the City will not be deemed to release or diminish the liability of the Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UP or the City from the Contractor or any third party will not be limited by the amount of the required insurance coverage.

15. INLET PROTECTION

The Contractor shall provide Inlet Protection for all inlets. These protection devices shall be maintained at all times during construction and shall be disposed of at the completion of the project.

Inlet protection shall be installed and maintained in accordance with WisDOT's Standard Specifications Section 628 and WisDOT S.D.D. 8E10-2.

16. TRAFFIC CONTROL

Two-way traffic must be maintained at the overpass location for the duration of construction. The Contractor shall erect and maintain traffic control devices conforming to MUTCD and WisDOT's Standard Specifications – Section 643 and S.D.D. 15D20-4 and 15D30-C. Traffic control must be provided by the Contractor to direct all vehicles and pedestrians through the work zone safely and without significant disruption to normal traffic flow. All vehicles shall be protected from coming in contact with any paint, water, debris, equipment, or any other materials used for work being performed.

The Contractor shall prepare a traffic control plan to be submitted and approved by WisDOT (who has jurisdiction over STH 100) and the Engineer at the pre-construction meeting. Due to limited roadway widths below the overpass, a three-phase traffic control plan is anticipated.

This traffic control plan must include the following minimum standards:

Signage Requirements:

Sign Description	Sign Number	Quantity
Road Work Ahead	W20-1A	2
Left/Right Lane Closed Ahead	W20-55A (L/R)	2

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Lane ends symbol	W04-2(L/R)	2
Arrow	W01-6	2
Lane Closed	R11-2L	2
End Road Work	G20-2	2
Sidewalk Closed (on Type 2 Barricade)	R9-9	2

*Must be mounted 7 feet high

General Traffic Control Requirements:

- Minimum shifting taper length – 100 feet
- Maximum traffic control drum spacing – 25 feet
- Minimum traffic lane width – 11 feet

This item of work shall be paid for as a lump sum for traffic control. This shall be payment in full for constructing, assembling, hauling, erecting, maintaining, and removing traffic control signs, drums, barricades, temporary pavement marking tape, or similar control devices.

17. SURFACE PREPARATION – POWER TOOL CLEANING

The Contractor shall use power tool cleaning by methods specified in SSPC-SP3 (The Society for Protective Coatings – Surface Preparation Specification No. 3) – Power Tool Cleaning on all surfaces prior to painting. This specification can be found at the end of these special provisions.

Remove all abrasive or paint residue from steel surfaces with a High Efficiency Particulate Abatement (HEPA-VAC) vacuum cleaner equipped with a brush-type cleaning tool, or by double blowing. If the double blowing method is used, vacuum the exposed top surfaces of all steel after the double blowing operations are completed. The air line used for blowing the steel clean shall have an inline water trap and the air shall be free of oil and water as it leaves the air line.

Take care to protect freshly coated surfaces from subsequent cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool. Clean and repaint the brushed surfaces within the time recommended by the manufacturer.

This item of work shall be paid for as a lump sum for surface preparation. This shall be payment in full for all preparing and cleaning of steel surfaces and all labor, tools, equipment, materials, and all other costs associated with such work.

18. CONTAINMENT AND COLLECTION OF WASTE MATERIALS

It shall be understood that existing paint coatings may contain lead or other potentially hazardous particles. The Contractor is responsible for erecting tarpaulins or other materials to collect all of the spent material from power tool cleaning. The Contractor shall consider and treat all spent material as hazardous waste.

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The Contractor shall collect the spent debris by vacuuming, shoveling, sweeping or by channeling it directly to disposal containers. All work areas or enclosures shall be thoroughly cleaned at the end of each work day.

Collect and store all waste material collected by this operation at the project location for disposal. Collect and store all waste materials at the end of each workday or more often if needed. The Contractor shall provide 5-gallon lidded plastic containers for containing the spent material. Lock and secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water.

Each container must be labeled with all of the following information:

Generator Name: City of West Allis
Address: 10500 W. Greenfield Avenue
EPA Hazardous Waste Code: D008
DOT Shipping Description: RQ, Hazardous Waste, Solid, n.o.s., (Lead), 9,
NA3077, PG111, (D008)
Date Accumulated: (Enter date waste materials were first placed in container)

The Contractor shall be responsible for proper transport and disposal of all waste containers. Transportation and disposal of all waste materials shall be done in accordance with the Code of Federal Regulations (CFR), Title 40, Part 261.5 – Special requirements for hazardous waste generated by conditionally exempt small quantity generators. All transport and disposal shall be documented in a manifest in accordance with this CFR Standard and should be available for review upon the Inspector or Engineer's request. A sample hazardous waste label and manifest form for disposal of material can be found at the end of these special provisions.

This item of work shall be paid for as a lump sum for containment and collection of waste materials. This shall be payment in full for erecting, operating, maintaining and disassembling the containment devices; collecting, labeling, storing, transporting, and disposing of spent materials; and for furnishing all labor, tools, materials, equipment, and all other costs associated with this work.

19. PAINTING OVERPASS

The Contractor will be responsible for supplying all paint, supplies, and materials necessary to provide a complete coating system. The coating system must be selected from the Approved Paint Systems that are found in Appendix B.

The use of a product other than those specified in Appendix B will be considered for use, providing that the Contractor includes the following items with the bid proposal:

- a.) All manufacturer technical data sheets and material safety data sheets.

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- b.) Documented proof that the proposed materials have a proven record of performance, confirmed by at least 3 local projects that can be examined.

If the above mentioned documents are not provided with the bid proposal at the time of the bid opening, the Engineer reserves the right to reject any and all bids.

The Contractor shall follow all the requirements set forth in the selected paint system's technical data sheets. However, to eliminate any possible adverse impacts on vehicle and pedestrian traffic, no spray application of any paint coating will be permitted. Only brush and roller applications will be permitted for all product applications. If the selected paint system cannot be applied to the required mil thickness per coat with a brush or roller, the Contractor shall be required to apply additional coats to reach the recommended thicknesses. This should be considered when selecting the paint coating system and accounted for in the unit bid prices. All other requirements set forth in the technical data sheets, including minimum and maximum dry film thickness and minimum drying time between coats, shall be met by the Contractor and accounted for in the unit bid pricing.

A paint schedule of colors to be applied will be provided at the pre-construction meeting. It is anticipated that the overpass will be painted with a single color for all fascia beam members and a single color for all column members. The Contractor shall provide a paint system that will closely match the requested colors, and shall be responsible for providing all tints required for the topcoat or any other prime coats necessary to achieve the desired finish colors.

The square footage is an estimated quantity and is given for informational purposes only. The Contractor is responsible for confirming the total area to be painted based on field measurements of all surfaces to be painted.

Apply paint in a neat, workmanlike manner. The resultant paint film shall be smooth and uniform without skips or areas of excessive paint. Apply coating in accordance to the manufacturer's recommendations. Prior to applying the prime coat, coat with primer all edges, rivet and bolt heads, nuts, and washers by using either a brush or roller.

Placement of the final topcoat of paint shall stop at splices, vertical stiffeners or other appropriate locations so that lap marks are not evident or noticeable.

This item shall be paid for as a lump sum for supplying and applying all paint coatings. This shall be payment in full for all materials, tools, equipment, labor, and all other costs associated with such work.

20. ALTERNATE – ANTI-GRAFFITI COATING FOR CONCRETE SURFACES

This item of work shall include removing all existing paint, graffiti, debris, rust, and particles from all areas of concrete below and around each overpass and applying an anti-graffiti paint coating. The areas of concrete to be completed are approximated as follows:

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S. 108th Street (WIS 100) – Approx. 3,440 SF of Concrete Surface

The Contractor shall choose the means and methods by which all existing graffiti, paint, etc. (loose and adherent), is removed from all concrete surfaces. The means and methods can include solvent/chemical cleaning, hand/power tool cleaning, water jetting/blasting, or a combination of any of these in order to prepare a uniform surface free of graffiti, paint, and debris. The surface shall be visually inspected to ensure that the surface is properly and uniformly prepared for coating.

The Contractor shall furnish and apply a clear, anti-graffiti coating, chosen from one of the products listed in Appendix B. The Contractor shall follow all manufacturer recommendations for application, thickness, coats, and drying times as depicted in each product's technical data sheets.

The use of a product other than those specified in Appendix B will be considered for use, providing that the Contractor includes the following items with the bid proposal:

- a.) All manufacturer technical data sheets and material safety data sheets.
- b.) Documented proof that the proposed materials have a proven record of performance, confirmed by at least 3 local projects that can be examined.

If the above mentioned documents are not provided with the bid proposal at the time of the bid opening, the Engineer reserves the right to reject any and all bids.

The Contractor shall provide an ADD price to the unit price provided for Painting Overpass for this additional work. The ADD price shall be a lump sum for surface preparation to remove existing paint and graffiti; supplying and applying all anti-graffiti coatings to all concrete surfaces at each project location; and for all materials, tools, equipment, labor, and all other costs associated with such work.

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SSPC: The Society for Protective Coatings

SURFACE PREPARATION SPECIFICATION NO. 3

Power Tool Cleaning

1. Scope

1.1 This standard covers the requirements for power tool cleaning of steel surfaces.

2. Definition

2.1 Power tool cleaning is a method of preparing steel surfaces by the use of power assisted hand tools.

2.2 Power tool cleaning removes all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife.

2.3 SSPC-VIS 3 or other visual standard of surface preparation agreed upon by the contracting parties may be used to further define the surface (see Note 8.1).

3. Referenced Standards

3.1 The latest issue, revision, or amendment of the referenced standards in effect on the date of invitation to bid shall govern, unless otherwise specified. Standards marked with an asterisk (*) are referenced only in the Notes, which are not requirements of this standard.

3.2 If there is a conflict between the requirements of any of the cited reference standards and this standard, the requirements of this standard shall prevail.

3.3 SSPC STANDARDS:

SP 1	Solvent Cleaning
*SP 2	Hand Tool Cleaning
*SP 11	Power Tool Cleaning to Bare Metal
*SP 15	Commercial Grade Power Tool Cleaning
VIS 3	Guide and Reference Photographs for Steel Surfaces Prepared by Hand and Power Tool Cleaning

3.4 INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO):

*8501-1	Preparation of steel substrates before application of paints and related products: visual assessment of surface cleanliness, Part I
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4. Surface Preparation Before and After Power Tool Cleaning

4.1 Before power tool cleaning, visible deposits of oil, grease, or other materials that may interfere with coating adhesion shall be removed in accordance with SSPC-SP 1 or other agreed-upon methods. Nonvisible surface contaminants such as soluble salts shall be treated to the extent specified by the procurement documents [project specifications] (see Note 8.2).

4.2 After power tool cleaning and prior to painting, reclean the surface if it does not conform to this standard.

4.3 After power tool cleaning and prior to painting, remove dirt, dust, or similar contaminants from the surface. Acceptable methods include brushing, blow off with clean, dry air, or vacuum cleaning.

5. Methods of Power Tool Cleaning

5.1 Use rotary or impact power tools to remove stratified rust (rust scale).

5.2 Use rotary or impact power tools to remove all weld slag.

5.3 Use power wire brushing, power abrading, power impact, or other power rotary tools to remove all loose mill scale, all loose or non-adherent rust, and all loose paint. Do not burnish the surface.

5.4 Operate power tools in a manner that prevents the formation of burrs, sharp ridges, and sharp cuts.

5.5 Regardless of the method used for cleaning, if specified in the procurement documents, feather the edges of remaining old paint so that the repainted surface can have a reasonably smooth appearance.

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5.6 If approved by the owner, use blast cleaning as a substitute cleaning method for this standard.

6. Inspection

6.1 Unless otherwise specified in the procurement documents, the contractor or material supplier is responsible for timely quality control to assure that the requirements of this document are met. Work and materials supplied under this standard are also subject to inspection by the purchaser or an authorized representative. Materials and work areas shall be accessible to the inspector.

6.2 Conditions not complying with this standard shall be corrected. In the case of a dispute, an arbitration or settlement procedure established in the procurement documents (project specification) shall be followed. If no arbitration or settlement procedure is established, then a procedure mutually agreeable to purchaser and material supplier (or contractor) shall be used.

7. Disclaimer

7.1 While every precaution is taken to ensure that all information furnished in SSPC standards and specifications is as accurate, complete, and useful as possible, SSPC cannot assume responsibility nor incur any obligation resulting from the use of any materials, coatings, or methods specified herein, or of the specification or standard itself.

7.2 This standard does not attempt to address problems concerning safety associated with its use. The user of this standard, as well as the user of all products or practices described

herein, is responsible for instituting appropriate health and safety practices and for ensuring compliance with all governmental regulations.

8. Notes

Notes are not requirements of this standard.

8.1 Note that the use of visual standards in conjunction with this standard is required only when they are specified in the procurement documents (project specification) covering the work. It is recommended, however, that the use of visual standards be made mandatory in the procurement documents.

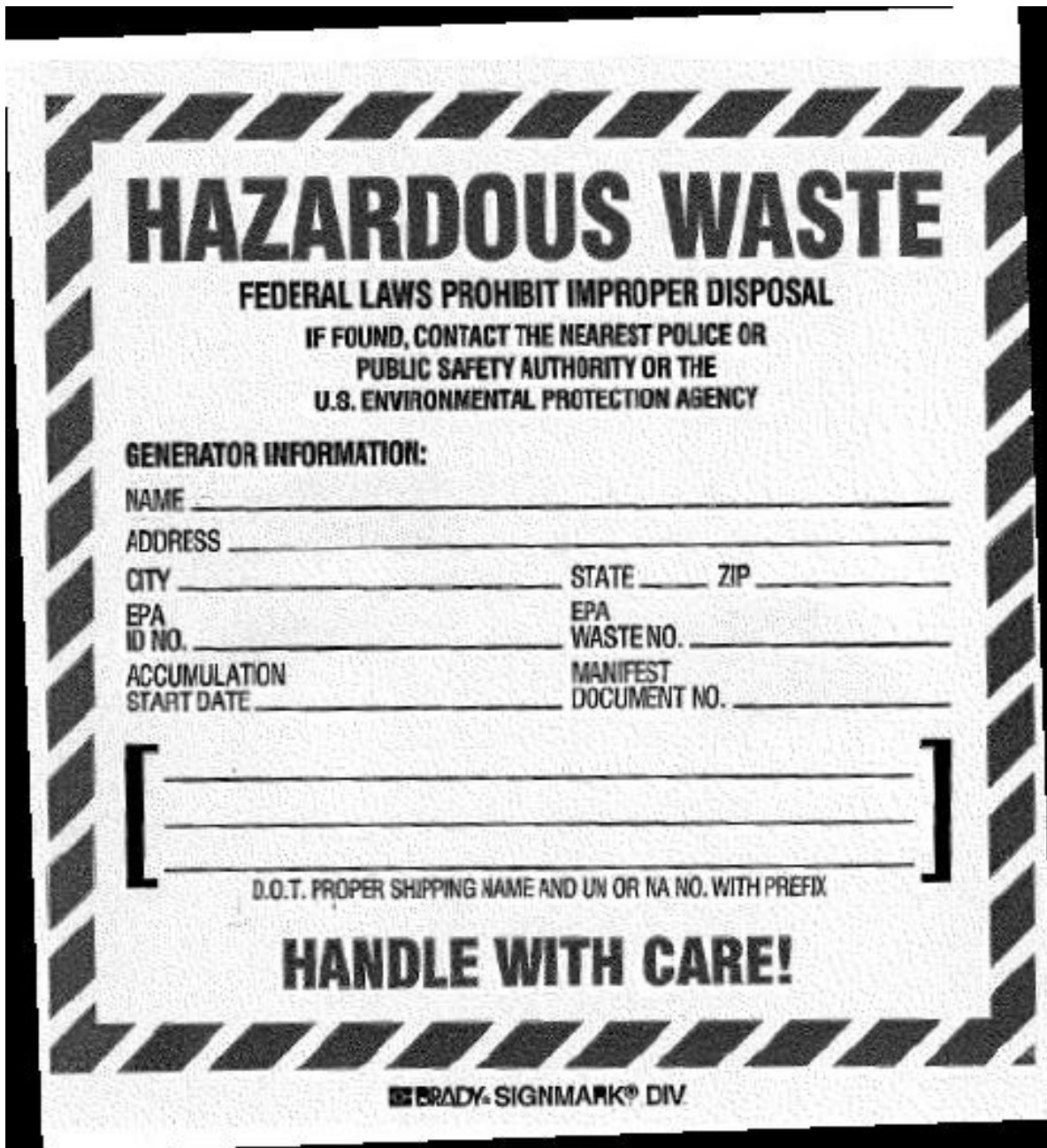
SSPC-VIS 3 provides a suitable comparative visual standard for SSPC-SP 2, SSPC-SP 3, SSPC-SP 11, and SSPC-SP 15. ISO 8501-1 may also serve as a visual standard.

8.2 The Surface Preparation Commentary, SSPC-SP COM, contains additional information and data relevant to this specification. The Commentary is non-mandatory and is not a part of this specification. The table below lists the subjects discussed relevant to power tool cleaning and the appropriate Commentary Section.

Subject	Commentary Section
Film Thickness	10
Rust Back	4.5
Rust, Stratified Rust, Pack Rust, and Rust Scale	4.3.1
Visual Standards	11
Weld Spatter	4.4.1

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Hazardous Waste Label
(See Special Provisions for label information)



HAZARDOUS WASTE
FEDERAL LAWS PROHIBIT IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE OR
PUBLIC SAFETY AUTHORITY OR THE
U.S. ENVIRONMENTAL PROTECTION AGENCY

GENERATOR INFORMATION:

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

EPA ID NO. _____ EPA WASTE NO. _____

ACCUMULATION START DATE _____ MANIFEST DOCUMENT NO. _____

[_____]
[_____]
[_____]

D.O.T. PROPER SHIPPING NAME AND UN OR NA NO. WITH PREFIX

HANDLE WITH CARE!

BRADY-SIGNMARK® DIV.

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Hazardous Waste Manifest Form

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number		
5. Generator's Name and Mailing Address		Generator's Site Address (if different than mailing address)					
Generator's Phone:							
6. Transporter 1 Company Name				U.S. EPA ID Number			
7. Transporter 2 Company Name				U.S. EPA ID Number			
8. Designated Facility Name and Site Address				U.S. EPA ID Number			
Facility's Phone:							
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type		11. Total Quantity	12. Unit WL/Vol.	13. Waste Codes
	1.						
	2.						
	3.						
	4.						
14. Special Handling Instructions and Additional Information							
<p>15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.</p>							
Generator's/Offeror's Printed/Typed Name		Signature			Month	Day	Year
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____							
Transporter signature (for exports only): _____ Date leaving U.S.: _____							
17. Transporter Acknowledgment of Receipt of Materials							
Transporter 1 Printed/Typed Name		Signature			Month	Day	Year
Transporter 2 Printed/Typed Name		Signature			Month	Day	Year
18. Discrepancy							
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection							
Manifest Reference Number: _____							
18b. Alternate Facility (or Generator)				U.S. EPA ID Number			
Facility's Phone:							
18c. Signature of Alternate Facility (or Generator)					Month	Day	Year
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1.	2.	3.	4.				
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a							
Printed/Typed Name		Signature			Month	Day	Year