

# ADMINISTRATION TEAM MINUTES

**Date:** November 14, 2008  
**Time:** 9:00 am  
**Place:** Tacoma AGC Building

**Attending:**

✓	Mark Borton	✓	David Mariman		Anthony Sarhan
✓	Jerry Brais	✓	Craig McDaniel		Glenn Schneider
	Forrest Dill	✓	Tina Nelson	✓	Mark Scoccolo
	Paul Gonseth		Ken Olson	✓	Dave Standahl
✓	Mike Hall		Roger Palfenier		Andy Thompson
✓	Tim Hayner		Mark Rohde	✓	Greg Waugh

**Opening Comments:** There were no minutes produced for the October 17 meeting. A brief rundown of the action items from that meeting will be presented today.

Craig advised the Team that there is an Apprentice Utilization meeting coming up on Dec. 12. WSDOT is looking at the specifications that require minimum experience for rock scalers to see whether this practice is consistent with the intent of the Apprenticeship program.

WSDOT has met with the Urban League regarding contract language that supports small business participation, similar to the SCS program in King County.

Timely payment for change order work was discussed. Contractors continue to finance this work for the department and go unpaid for months after the work is performed, waiting for the change order documents to be finalized. It was stated that WSDOT should automatically be adding interest to late payments, similar to a few other agencies.

**ACTION:** Craig McDaniel will bring late payments to the attention of Region Construction Managers, and seek advice from counsel.

State law allows the department to perform a certain amount of work with state forces – the rest must be bid. WSDOT maintenance will be proposing legislation to increase the amount of work that can be performed with state forces. This should not affect local agencies. Comments are welcome. Contractors in the room expressed that they are not very supportive of this because it takes work away from them. However there was understanding of the fact that some work (like emergency work) makes sense to be

performed by state forces. There are efficiencies that can be gained by this, such as not having to pay for designers and inspectors.

**Old Business – Review of action items from last meeting**

- The continued use of escalation clauses was discussed as potential future business.
- Cost loading Type C schedules is a topic that needs further discussion.
- The Health Hazards GSP has been finalized and is attached.

**Old Business - Weighing**

Discussion on this topic continues. The changes that are proposed essentially boil down to just a few elements: continued need for the Scalemen's Daily Report; frequency of tare weights; and, obtaining check weights. No real conclusions have been reached, as it is recognized that FHWA has a major role to play in approving any suggested changes, and we are still short one fed.

A new element was introduced to the discussion by the WSDOT Work Zone Safety Task Force. There is a recent push at WSDOT to eliminate the ticket takers from the material receiving process for safety reasons.

Some contractors indicated that they don't see any particular benefit to this. They have just finally trained truckers to deliver the tickets, and to untrain them is equally difficult. Besides, WSDOT is not providing ticket takers on all projects anyway. And why not just train the ticket takers to be more careful?

Local Agency reps did not support eliminating ticket takers from the material receiving process. There are benefits to having a ticket taker visually inspecting the material as it is being received.

All members concluded that there needs to be an opportunity to resolve discrepancies in total weights, and not just have quantities deducted if a weight ticket comes in late for legitimate reasons.

ACTION: More discussion of weighing specs will be held once FHWA is again participating in the meetings.

**New Business – DRB Members**

The Team was advised that WSDOT Consultant Services is recruiting DRB Members. In the past, the AGC has played a role in approving those members, but nobody is sure how that process occurred. Did this Team participate, or will we? Members suggested that the Seattle AGC District Manager, Jerry Dinndorf, be contacted in this regard.

ACTION: Dave Mariman will follow up on AGC Approval of DRB members.

**New Business - Owners and Contractors Protective (OCP) Insurance**

WSDOT is looking at whether to delete OCPI requirements from contracts. It is possible that WSDOT may be double covered, and may not need so much insurance. Contractors were asked whether they foresee any negative consequences. None did. However, WSDOT should not expect to see any credits for deleting OCPI from current contracts because the premiums are paid as a lump sum, not monthly, meaning that the money is already spent.

**New Business – Timing of Payment**

WSDOT asked for feedback regarding provisions in contracts that cross the biennial line that tell the contractor to not perform more work that we can pay for. Other versions say this, and then permit the contractor to finance that work if they choose - but state that the Department can not make payments until after the biennial line is crossed. Contractors indicated this is not a problem as long as they know when they will get paid.

**New Business – Electronic Documentation**

Contractors noted that WSDOT Northwest Region is asking for and providing documents electronically, and eliminating paper. This is causing some problems because contractors rely on receiving printed letters. They use these for their documentation and as triggers to act or respond, but are no longer receiving these letters in the traditional fashion. Is there a push for this statewide?

WSDOT's Statewide Program Management Group is pushing for adoption of contract management software that will enable more electronic record keeping. This is one of several components of the new Project Management Reporting System (PMRS) that WSDOT is deploying, and contractors can expect to see more of this.

Contractors want to know more about this effort. It was noted that this fits well with the discussions on Cost Loaded schedules.

ACTION: WSDOT will bring PMRS project managers to a future meeting to present info on where the department is headed with electronic documentation.

The meeting ended at 12:00.

**Future Meetings:** January 16, 2009  
Feb. 20, Mar. 20, Apr. 17, May 15

**Team's "Round Tuit" List**

1. Bid Item for On-site Overhead
2. Joint Training—Documentation
3. Payroll, Wage Administration procedures
4. Web-Based Construction Management

5. DBE Good Faith Efforts – inconsistent evaluation
6. AFAD flagger backup

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0704.GR1                    **Sanitation**

070402.FR1                **Health Hazards**  
(New Date)

Use in all projects known to be inhabited by transients, and all projects known to contain biological or physical hazards such as drug paraphernalia, human excrement, etc. (1 fill-in)

**07042.FR1**  
**(New Date)**  
**Health Hazards**

Section 1-07.4(2) is revised to read:

This project site is known to be occupied by transients and therefore contains biological hazards and associated physical hazards. These may include, but not be limited to violent and dangerous individuals, hypodermic needles, garbage, broken glass, human and animal excrement, drug paraphernalia, and other hazards.

The Contractor shall take precautions and perform any necessary Work required to provide and maintain a safe and healthful jobsite for all workers and the public for the duration of the project in accordance with all applicable laws and contract requirements.

The Contractor shall ensure that the public, including persons who may be non-English speaking or those who may not be able to recognize potential safety and health hazards within the project area, are not harmed by the Contractors activities.

Nothing required by this Specification shall operate as a waiver of the Contractor's responsibility for taking all steps necessary to ensure the safety of the public under Section 1-07.23 or responsibility for liability and damages under Section 1-07.14 or for any other responsibility under the Contract or as may be required by law.

**Health and Safety Plan**

The Contractor shall prepare a written Health and Safety Plan. The plan shall be prepared under the supervision of a certified industrial hygienist and shall incorporate all required County, State, and Federal health and safety provisions. The plan shall include requirements of the Federal Occupational Safety and Health Act of 1970 (OSHA), all amendments, and all other applicable health regulations.

Preparation of the Health and Safety Plan shall include an initial site assessment by the industrial hygienist. The plan shall break initial cleanup of the project into identifiable construction areas. The plan shall be submitted to the Project Engineer prior to commencing cleanup Work. At least one copy of the plan shall be posted at the work site while cleanup Work is in progress. The industrial hygienist shall perform one or more follow-up site assessments as needed to approve the site following completion of the initial site cleanup.

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**Public Notification**

The Contractor shall furnish and install the “No Trespassing” signs shown in the Plans at locations staked by the Project Engineer at least 72 hours prior to performing site cleanup or any potentially hazardous Work (such as clearing or operating equipment).

At the same time that “No Trespassing” signs are posted, provide written notification of the following to the Project Engineer and to the chief law enforcement officer of the local governmental entity where the Work will occur:

- 1. The precise location of each area that is posted “No Trespassing”;
- 2. The date and time that each site was posted “No Trespassing”;
- 3. The date, time, description and duration of the Work to be performed at each site.

At least 72 hours prior to performing site cleanup in Work areas containing encampments (such as tents, makeshift dwellings, sleeping sites, or accumulations of personal property that are not refuse), the Contractor shall post a notification at each encampment area. Each notice shall:

- 1. Be weather resistant, and written in both English and Spanish.
- 2. Be affixed to each dwelling or post mounted within 10-feet of each encampment;
- 3. State the Prime Contractor’s company name as the entity that performed the cleanup as required by the Washington State Department of Transportation;
- 4. Provide the date that the notice is posted;
- 5. Provide date(s) and time(s) that cleanup will occur;
- 6. Provide the telephone number, business hours and physical address of the location where stored personal property may be claimed.
- 7. State that personal property will be stored for 70-days from the date of removal, and if unclaimed within that time, will be disposed of.

At the same time that notifications are posted at encampment areas, provide written notification of the schedule to perform site cleanup to the Project Engineer and to the following advocacy groups:

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Acceptance of signs and notifications will be based on visual inspection that the sign and notifications meet these requirements.

**Site Cleanup of Biological and Physical Hazards**

An initial cleanup of the site, including all preparatory work required to make the worksite sanitary and safe in accordance with applicable laws and with the Contract, shall be completed to remove all individuals, encampments, and personal property from areas signed “No Trespassing”, and to address all biological and associated physical hazards present on the project. Necessary worker training, on and off site preparations, and personal protective equipment shall be provided by the Contractor to complete this Work. If

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aggressive or violent individuals are encountered, the Contractor shall notify the local law enforcement agency to assist them in clearing the Work area.

Site cleanup of individual areas identified in the Health and Safety Plan shall be performed no more than 30 days in advance of performing other Work in each area.

The refuse generated by the site cleanup shall become the property of the Contractor and shall be removed from the project. Personal property shall be handled as required by this Specification and applicable laws.

**Removal, Storage and Return of Personal Property**

Personal property may include radios, audio and video equipment, sleeping bags, tents, stoves and cooking utensils, lanterns, flashlights, bed rolls, tarps, foam, canvas, mats, blankets, pillows, medication, personal papers, photographs, books and other reading materials, luggage, backpacks or other storage containers, clothing, towels, shoes, toiletries and cosmetics, clocks and watches, and eye glasses. Personal property does not include building materials such as wood products, metal, or rigid plastic.

Personal property items that are not refuse, contaminated, illegal or hazardous shall be removed from the Work area and stored at a location near the project site for return to the property owner. Items shall be placed in large transparent plastic bags and stored in a manner that protects them from adverse weather and theft. Reasonable efforts shall be made to place all items from each encampment into a separate bag. Each bag shall be labeled with an inventory to include a brief description of the contents, a description of the location that it was removed from, and the date that it was removed from the Work area. The Contractor shall not open closed items of personal property unless, in its' determination, it is necessary to do so to protect public safety.

The Contractor shall retain the property for 70-days.

If the name and contact information of the owner of a personal property item is identified on that item, then for a period of not less than 10-days after removing the property from the Work area, the Contractor shall attempt to notify the apparent owner of the property and make arrangements for the owner to claim the property.

The Contractor shall release the property to any individual who claims ownership provided they are able to establish ownership by identifying the property and its approximate location. The Contractor shall maintain a record of all property that is claimed. The record shall include a description of the property, the date claimed, and the name of the claimant.

If the property is not claimed within 70-days of removal from the encampment, then the property shall be disposed of as directed by the Project Engineer.

**Site Preservation**

The Contractor shall preserve the site after initial cleanup of biological and physical hazards.

1 On a daily basis and prior to performing any Work in areas where pedestrians  
2 or encampments may be present, the Contractor shall verify that the Work  
3 area is cleared of all persons not associated with the project. Individuals may  
4 seek shelter in dumpsters, equipment, under blankets, or other places hidden  
5 from view. Individuals may be disabled, or under the influence of alcohol or  
6 drugs and it should not be assumed that loud construction noise will wake  
7 them.

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9 If the worksite becomes unsanitary or unsafe due to new encampments or  
10 new biological and associated physical hazards after initial cleanup is  
11 completed, then the Contractor shall perform additional site assessment,  
12 additional notification and additional cleanup.

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14 The Project Engineer may authorize additional site preservation measures.  
15 The nature and frequency of these measures will be as agreed to by the  
16 Project Engineer. Additional site preservation measures may include the use  
17 of fencing, lighting, or security, provided it is approved in advance by the  
18 Project Engineer. Work performed without Project Engineer authorization will  
19 not be eligible for payment.

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21 **Measurement**  
22 No trespassing signs will be measured per each.

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24 No specific unit of measurement shall apply to the Lump sum item for "Health and  
25 Safety Plan".

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27 **Payment**  
28 Payment will be made in accordance with Section 1-04.1, for the following bid  
29 items:

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31 "No Trespassing Sign", per each.  
32 The unit contract price per each "No Trespassing Sign" shall be full payment  
33 for all Work required to furnish, install, maintain and remove the signs.

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35 "Health and Safety Plan", lump sum.

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37 The lump sum unit contract price for "Health and Safety Plan" shall be full  
38 payment for all Work associated with the preparation and implementation of  
39 the Health and Safety Plan including the initial and follow up assessment(s) for  
40 initial site cleanup, worker training and personal protective equipment, and  
41 providing required notifications.

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43 "FA-Site Cleanup of Bio. And Physical Hazards", by force account as provided  
44 in Section 1-09.6.

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46 Removal and disposal of biological and physical hazards; removal of  
47 individuals and encampments; removal, storage, and return of personal  
48 property; disposal of unclaimed personal property; additional site assessment,  
49 notifications, worker training and personal protective equipment required after  
50 the initial site cleanup is completed; and site preservation Work authorized by

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the Project Engineer will be paid for by force account in accordance with Section 1-09.6.

For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount for the item "FA-Site Cleanup of Bio. And Physical Hazards" in the bid proposal to become a part of the total bid by the Contractor.