

(August 7, 2017)

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 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.

Public Notification

The Contractor shall furnish and install the "No Trespassing" signs shown in the Plans at locations staked by the 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 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 Engineer and to the following advocacy groups:

\$1\$

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 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 personal property is not claimed within 70-days of removal from the encampment, then the property shall become the property of the Contractor and shall be removed from the project.

Site Preservation

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

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

1 If the worksite becomes unsanitary or unsafe due to new encampments or new
2 biological and associated physical hazards after initial cleanup is completed,
3 then the Contractor shall perform additional site assessment, additional
4 notification and additional cleanup.

5
6 The Engineer may authorize additional site preservation measures. The
7 nature and frequency of these measures will be as agreed to by the Engineer.
8 Additional site preservation measures may include the use of fencing, lighting,
9 or security, provided it is approved in advance by the Engineer. Work
10 performed without Engineer authorization will not be eligible for payment.

11
12 **Measurement**

13 No trespassing signs will be measured per each.

14
15 **Payment**

16 Payment will be made for the following bid items when they are included in the
17 proposal:

18
19 "No Trespassing Sign", per each.

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

22
23 "Health and Safety Plan", lump sum.

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

29
30 "FA-Site Cleanup of Bio. And Physical Hazards", by force account as provided
31 in Section 1-09.6.

32
33 Removal and disposal of biological and physical hazards; removal of
34 individuals and encampments; removal, storage, and return of personal
35 property; disposal of unclaimed personal property; additional site assessment,
36 notifications, worker training and personal protective equipment required after
37 the initial site cleanup is completed; and site preservation Work authorized
38 by the Engineer will be paid for by force account in accordance with
39 Section 1-09.6.

40
41 For the purpose of providing a common proposal for all bidders, the
42 Contracting Agency has entered an amount for the item "FA-Site Cleanup of
43 Bio. And Physical Hazards" in the bid proposal to become a part of the total bid
44 by the Contractor.