

PREQUALIFICATION COMMITTEE
OPEN SESSION
MINUTES – January 25, 2013
1:00 P.M. EST

The following Committee members attended the meeting:

Heather Kennedy	Acting Director of Economic Opportunity and Prequalification Divisions; Acting Committee Chair and Non-Voting Member
Karen Macdonald	Prequalification Engineer; Committee Secretary and Non-Voting Member
Ryan Gallagher	Deputy Commissioner of Operations; Voting Member
Mark Ratliff	Director of Economics, External Audit, and Performance Metrics; Voting Member
Jim Stark	Deputy Commissioner of Innovative Project Delivery; Voting Member
John Wright	Director of Highway Design and Technical Support; Voting Member
Mike Beuchel	Estimating Manager, Contract Administration; attending for Joe Novak as Voting Member
Louis Feagans	Director of District Program Management, attending for Greg Kicinski as Voting Member
Jay Wasson	Deputy Commissioner of Engineering and Asset Management; attending for Mark Miller as Voting Member

Also in attendance:

Maurice Moubray	Prequalification Auditor; INDOT
Fred Bartlett	Prequalification Research Analyst; INDOT
Blaine Hayden	Prequalification Coordinator INDOT
Daphne Widdifield	Prequalification Assistant INDOT
Alan Plunkett	Crawfordsville District Deputy Commissioner; INDOT

Joe Novak	Crawfordsville District Construction Engineer; INDOT
Donald Thornton	Construction Area Engineer, Crawfordsville District; INDOT
Anita Snyder	Project Supervisor, Crawfordsville District; INDOT
Sam Sarvis	Deputy Commissioner of Capital Program Management; INDOT
Mark Miller	Director of Construction Management; INDOT
Kathy Allen	Stormwater Specialist, Environmental Services; INDOT
Nathan Saxe	Ecology & Permits Manager, Environmental Services; INDOT
Jennifer Jansen	Attorney, Legal Services; INDOT
Will Wingfield	Public Information Officer; INDOT
Susan Miles	Economic Opportunity; INDOT
David Alyea	Contract Compliance Specialist Economic Opportunity; INDOT
Tim Muench	Project Manager; INDOT
Tom Linkel	Owner; Linkel Company
Timothy Eckstein	Superintendent; Linkel Company
John Worth	Attorney for Linkel Company
Grant Reeves	Attorney for Linkel Company
Roy Rodabaugh	Attorney for Linkel Company
Paul Berebitsky	Indiana Construction Association (ICA)

The Committee reviewed the following agenda items:

1. Adoption of December 6, 2012 meeting minutes
2. Linkel Company

- a. Performance on clearing Contract IR-34446 on SR 641 Phases 3 and 4 in Vigo County
- b. Conformance with On-the-Job Training Program

PREQUALIFICATION COMMITTEE MEETING
OPEN SESSION
JANUARY 25, 2013

Ms. Kennedy, acting Director of Economic Opportunity and Prequalification Divisions and acting Committee Chair, called the meeting to order at 1:07 P.M. EST. She stated that Tiffany Mulligan, previous Committee Chair, has left INDOT to take a position with the Governor's Office. All Committee members were present, except Greg Kicinski. Mark Miller and Joe Novak attended the meeting, but recused themselves from voting. Mike Beuchel, Louis Feagans, and Jay Wasson attended as voting members for Mr. Kicinski, Mr. Miller, and Mr. Novak. Mr. Novak was a presenter from the Crawfordsville District.

Ms. Kennedy asked that everyone sign the sign-in sheet that circulated. She facilitated introductions of all individuals attending the meeting.

1. Adoption of December 6, 2012 meeting minutes

Ms. Kennedy stated that the December 6, 2012 meeting minutes are not compiled yet and will be considered at the next Committee meeting.

2. Linkel Company - Performance on clearing Contract IR-34446 on SR 641 Phases 3 and 4 in Vigo County and conformance with the On-the-Job Training Program

Ms. Kennedy introduced the item regarding Linkel Company (Linkel). She explained the Committee meeting procedures: representatives from INDOT present the issue(s) first, the contractor is allowed to respond, then Committee members and the audience may ask questions.

Mr. Novak, Crawfordsville District Construction Engineer, INDOT, provided a PowerPoint presentation that included an overview of Linkel's performance on Contract IR-34446 including detailed pictures showing what was observed. The contract included tree clearing building demolition, and construction staking on SR 641, Phases 3 and 4 in Vigo County. SR 641 is a limited access new highway. This contract is for clearing only and does not include the construction phase. The contract was let on December 14, 2011 and awarded to Linkel on January 4, 2012, with notice to proceed given on January 11, 2012. A pre-construction conference was held on January 24, 2012 and Linkel began work on February 2, 2012. The deadline for tree felling was March 31, 2012 and completion date for all work was scheduled for April 30, 2012. The United States Army Corps of Engineers (USACE) placed a cease and desist order on the contract on May 3, 2012. Linkel was allowed to resume work in upland areas only on June 18, 2012. INDOT suspended Linkel on site for crossing the Little Honey Creek on July

10, 2012. INDOT terminated Linkel's contract effective July 26, 2012. Mr. Novak stated that the estimated completion date for all work was April 30, 2012, but Linkel had not completed all work. The trees were felled by March 31, 2012.

Mr. Novak stated that the four main issues with Linkel's performance were the following: 1) Linkel did not submit, follow, and keep the work schedule up to date and did not meet the final completion date. 2) Linkel was not in compliance with the contract and the law regarding temporary erosion and sediment control (TESC). 3) Linkel did not comply with the direction of INDOT personnel. 4) Linkel was not in compliance with the contract regarding disposal of materials

Mr. Novak stated that the contractor that replaced Linkel had to dispose of piles of tree debris. The contractor took 24 work days (32 calendar days) to dispose of the debris. They broke the project back into two phases. The south half of the job is still incomplete. They plan to burn trees as the most economical way to dispose of them. Mr. Novak stated that the point is the new contractor is performing the work quicker than Linkel had been working and as such indicates that Linkel would not have been able to complete the project within the 16 remaining calendar days (July 10, 2012 to July 26, 2012).

Mr. Novak stated that the contractor is to provide schedules as requested per the contract requirements. INDOT requested schedules from Linkel on April 18, 2012 and June 15, 2012, but they were not provided. Linkel provided a schedule on February 27, 2012 from request made on February 8, 2012, and it was flawed.

Mr. Novak stated that he would have Don Thornton talk about the second point regarding erosion and sediment control.

Mr. Don Thornton, Area Engineer from the Crawfordsville District, INDOT, provided a PowerPoint presentation that included an overview of the Contract IR-34446 provisions and included detailed pictures showing what was observed. He stated that Linkel was not in compliance with erosion control standards. Contract requirements include Standard Specifications 107.15 and 108.04, a unique special provision that does not allow tracking within areas of concentrated flow, and 327 IAC 15-5 (Rule 5). He stated that Linkel did track through areas of concentrated flow. Linkel did not consistently and immediately stabilize disturbed ground cover along channel banks or within areas of concentrated flow as per contract provisions. Linkel did not consistently place silt fence prior to land disturbance in all areas. Linkel did not properly maintain silt fence which resulted in occasional failure and general ineffectiveness. Also, Linkel did not properly install temporary check dams. These issues were communicated to Linkel in emails, inspections, and follow-up inspections and the INDOT Environmental Services Personnel.

Mr. Thornton showed pictures of disturbed ground cover along channel banks and within areas of concentrated flow. In one picture there was no seeding, no mulch, and no silt fence. In another picture, silt fence had been placed, but there was no stabilization. In another picture there was a great deal of debris in a stream. He stated that Linkel had been using the area as a crossing.

Mr. Thornton showed pictures of disturbed areas without silt fence and areas with poorly maintained silt fence. In one large area there was no stabilization and no silt fence. That same area was photographed seven days later and it showed that silt fence had been placed, but the area had not been seeded and mulched. The pictures showed bare ground that had not been stabilized and a hillside that had not been stabilized. He stated that Linkel did not maintain the silt fence. A picture shows an area where the silt fence was overrun with silt. It was not being contained. Another picture shows an embankment not stabilized and silt fence was overrun at the corner.

Mr. Thornton showed standard drawings of temporary revetment riprap and straw bale check dams, and he showed pictures of poorly installed riprap and straw bale check dams. The riprap check dam was not extended up the sides. The filter stone was not compacted and was not mixed in with the top stones. The standard drawing of the straw bale check dam shows that there should be two rows of bales and a geotextile should be used. Linkel placed only two bales in the stream and no geotextile was used.

Mr. Thornton stated that the pictures he showed today illustrate what was found on the job site, but it does not include all of the issues that were found.

Mr. Novak addressed the third point about Linkel not following directions from INDOT Project Supervisors and Area Engineer. Linkel had been told to clear the debris from the stream on March 22, 2012. Debris in waterways was addressed in the unique special provision. When Linkel did not clear the debris as directed, Mr. Thornton informed Mr. Novak. The debris was removed after Mr. Novak contacted the owner of the company, Mr. Tom Linkel.

Mr. Novak stated that a Linkel equipment operator encroached on a United States Army Corps of Engineers (USACE) jurisdictional waterway on July 9, 2012. Everyone had been told not to cross this stream. All jurisdictional waterways within the project had been marked. You can see from the picture that the silt fence was run over and you can see the track marks. Mr. Novak stated that before Linkel could begin work on the site, they had to be aware of areas to avoid. He read an email dated June 18, 2012 from Linkel demonstrating that they were aware of the areas.

Mr. Novak stated that the fourth point was that Linkel placed tree debris on private property on June 22, 2012 without performing wetland and archaeological site checks.

Mr. Novak stated that in summary, Linkel did not adequately manage the project and the Crawfordsville District recommends that Linkel be required to submit a Work Improvement Plan (WIP) and that an experience reduction factor of 30 to 50 percent be applied to Linkel's bidding capacity. A new contractor is typically assigned a 30 percent experience reduction factor.

Ms. Susan Miles, Contract Compliance Manager from the Economic Opportunity Division (EOD), INDOT, presented the issue on Linkel's non-compliance with the On-the-Job Training (OJT) program. The OJT program is mandated through the Federal Highway Administration (FHWA) for all federal aid projects. It is used to promote females and minorities

in the highway construction industry. For contractors that have had prior contracts, there is a formula to set the OJT goal. In 2011 and 2012, Linkel did not meet their goal. In 2010, Linkel submitted an OJT plan, but they were later disqualified, because the trainee was working in the office and those hours are disallowed.

Ms. Miles stated that Linkel submitted a training program manual to EOD on February 29, 2012. She advised Linkel to submit the manual to Bureau of Apprenticeship Training (BAT). Even though Linkel is a non-union company, Linkel is required to comply with the OJT program. Ms. Miles has given Linkel a contact to get started on the process. Linkel signed the 2012 OJT goal agreement on April 23, 2012. She stated that she informed Linkel that they can use non-INDOT hours.

Ms. Miles stated that EOD sent a letter to Linkel on October 10, 2012 stating that Linkel was in non-compliance. Linkel responded on October 15, 2012 and indicated that they did not understand how a non-union contractor can comply with the OJT program. Ms. Miles stated that she offered to have another non-union company work with Linkel. On December 7, 2012, Linkel submitted a report with no trainee hours reported. On December 14, 2012, EOD sent a letter to Linkel requesting good faith efforts. Linkel replied by letter dated December 18, 2012, which stated that they have asked for help, but did not receive help. Ms. Miles stated that Contract IR-34446 had a number of opportunities for OJT trainees.

Ms. Kennedy turned the floor over to Linkel. She explained that the floor will be open for discussion after Linkel responds.

Mr. Tom Linkel, owner of Linkel Company, stated that Linkel is a non-union company and there are very few female and minority hiring opportunities in Franklin County. The diversity pool is low. For that area of the state, it is 99.4 percent white. He stated the OJT goal is to get a journeyman's card, but that is a union item. Linkel does not fit the OJT profile for the jobs that they perform for INDOT. Linkel performs small, quick jobs.

Mr. Tim Eckstein, Linkel Superintendent, stated that the OJT program is for skilled labor. Most of the jobs Linkel performs are mowing and debris removal and are not high skilled jobs. He stated he checked the Department of Labor's (DOL) website and he talked with DOL's Indiana representative. He was told that the type of work that Linkel performs does not apply to the OJT program. He stated the OJT program is geared toward unions.

Mr. Linkel stated that thousands of hours that Linkel reported was not prevailing wage work.

Mr. Eckstein responded to Mr. Novak's and Mr. Thornton's PowerPoint presentations. He admitted that Linkel had issues with erosion and sediment control (ESC). The tree clearing area grew from 60 acres to 90 acres. The Indiana Bat protection delayed the work. He stated that when Linkel was allowed to resume work, a significant amount of time was used to move the felled trees. INDOT did not allow Linkel to burn the trees according to the contract. He stated that Linkel should have been granted extra time. A meeting was setup with INDOT and Linkel to estimate the cost to INDOT for the transportation of the debris, but it was cancelled by

INDOT. It happened that the meeting was scheduled for the day after the contract termination. The pile of brush in the stream was logged by the previous owner and Linkel was not notified. He stated that there is a permanent easement that has been in place for 75 years where the equipment operator crossed Little Honey Creek.

Mr. Eckstein stated that there was no discharge of fill on the project. Linkel reviewed the project plans and special provisions. Linkel set up their ESC plan. They coordinated with the Indiana Department of Environmental Management (IDEM), USCOE, and Environmental Protection Agency (EPA). He stated that clearing and grubbing is a complete land disturbing activity. Linkel tried to minimize the land disturbance and sediment movement from the site or into streams. He stated that Linkel was not as concerned with ephemeral streams that did not have water running in them. Check dams cannot be placed in jurisdictional waterways. He stated that you can tell the check dams are working effectively, because there is a pre-existing vegetative strip that did not have any sediment.

Mr. Eckstein stated that it was determined that Linkel's ESC plan was not needed. They changed to permanent seeding, which requires more preparation work.

Mr. Eckstein stated that in regards to Rule 5, no areas were bare for more than seven days. The requirements originally allowed for 14 days, but it had been knocked down to seven days. He stated that IDEM's reports listed bare areas as one concern. Linkel responded to IDEM's report. He stated that the bare areas did not have to be addressed for seven days. He stated that Linkel did not have permits with IDEM and USCOE. He stated the streams would be eliminated or rerouted, so Linkel did not address erosion control. He stated a USCOE representative told Linkel to delete some items in the report. Mr. Eckstein stated there was no maliciousness on the part of Linkel.

Mr. Eckstein addressed the issue of not following INDOT directions. On the date in question, an excavator was working on a four foot diameter tree. It had an electrical box on it that had to be disconnected from several houses. Ms. Anita Snyder, Project Supervisor with INDOT, was on site and instructed Linkel to remove trees across the stream because the trees could dam the creek. Linkel replied that the trees would be removed at a later time. A property owner was filming the area. Ms. Snyder reported to Mr. Thornton that Linkel would not do the work she instructed. Linkel finished removing the four foot diameter tree, then spent four to five hours in a thunderstorm and under a tornado warning removing the trees. Mr. Eckstein stated that someone from Linkel told Anita to get an engineer to discuss thermodynamics.

Mr. Eckstein stated that an IDEM representative told Linkel not to use straw bale dams. They do not work well. He stated again that check dams cannot be placed in Waters of the US.

Mr. Eckstein stated that Linkel sold some trees for marketable timber. He stated it does not require archaeological or wetland checks to move timber to private property. He said he did however check the wetland maps.

Mr. Eckstein addressed the issue with the operator crossing Little Honey Creek. He demonstrated how the operator placed the bucket on the other side of the stream and used it to

keep the front end of the excavator level so it could span the stream as it crossed. He stated that the equipment did not track in the stream. He stated that the area where the operator crossed was at a Marathon Pipeline easement and it was reinforced with riprap. He said Linkel was encouraged by Marathon to use the crossing. He stated that there was not much disturbed in the area. They were within a floodplain.

Mr. John Worth, Attorney for Linkel, stated that Linkel has done work for INDOT for nearly 30 years. Both INDOT and Linkel have been frustrated with this project. He stated the contract was terminated for convenience, not cause. He stated that it is difficult for Linkel to meet the OJT program, because Linkel works on short term projects. Linkel does have some employees that come back year after year. Linkel wants to make this right and Linkel is trying to get the OJT training on track. He asked that the Committee consider the work that Linkel has done for INDOT. He stated that it is important to Linkel to comply.

Mr. Eckstein stated that Linkel did not get a copy of the packet until today. He stated that they did not have time to prepare responses and that it is one sided. He asked that Linkel be brought back to address the issues.

Mr. Wasson asked if Linkel requested the packet.

Ms. Kennedy stated that it was available. The Prequalification Division has not been automatically sending the packet material to the contractor or consultant, but they will send it if requested. We plan to change our process to send the material out with the notification letter in the future.

Mr. Novak addressed some of Linkel's responses to the issues. Regarding progress of work, it was a time and material contract. Linkel's request for a time extension stated they lost 11 days; however, the work they questioned was not the controlling operation at the time. Regarding moving the debris off site or burning it, Mr. Novak replied that Linkel would have to move it before burning, so it is a moot point. Linkel has stated they didn't exceed the seven day period, but Rule 5 requires phasing of construction to be used to minimize disturbance of large areas. Mr. Novak stated that INDOT did not approve a time extension for tree felling but did for the completion date. Linkel was instructed to remove debris promptly. It should not have escalated to a call to the president of the company. Regarding disposal of material, it does not matter that it is marketable timber. The archaeological and wetland checks still need to be performed. And regarding the crossing of Little Honey Creek, Mr. Novak replied that it was a violation of the contract. Mr. Novak stated that an email from Linkel indicated they were aware that they could not go between the silt fences.

Mr. Nathan Saxe, Ecology & Permits Manager, Environmental Services, INDOT, stated INDOT communicated to Linkel not to cross over the jurisdictional waterway. He stated that although the easement crossing had been there for 75 years, the USCOE was against crossing there. He stated that Linkel mentioned in communications with IDEM, USCOE, and INDOT, and mentioned at the meeting today, that Linkel used streams to filter sediment. Discharge of sediment is a violation, and once sediment enters the stream, then it is considered to be off-site.

We have to be concerned with discharge of fill resulting in capture. He agreed that using straw bales check dams are not an acceptable practice.

Mr. Saxe stated that items rated unsatisfactory on the IDEM reports are considered violations. The issues from IDEM inspections communicated to Linkel indicate that Linkel was in violation of Rule 5. He stated that there was a potential for sediment to leave the site. There were large disturbed areas. Revision of the ESC plan should have been addressed.

Ms. Miles stated that there are other non-union companies that have good OJT programs. Although Linkel's mowing and sweeping contracts were not federal aid contracts, Linkel did have four federally funded contracts last year. Linkel had opportunities to do the training.

Mr. Eckstein asked if Olco moved their trainee to the union.

Ms. Miles replied that Olco went through Associated Builders and Contractors (ABC). She stated that Primco is one of the contractors with a successful non-union OJT program.

Mr. Eckstein apologized for the IDEM report. He stated that Linkel endeavors to implement erosion control correctly. He stated that the Rule 5 Notice of Intent indicated that discharges were expected.

Mr. Saxe replied that IDEM expects discharges of water, not discharges of sediment into water.

Mr. Wasson asked why we comingled the erosion control issue with the OJT issue.

Mr. Stark asked Ms. Macdonald if a contractor is not in compliance with a program, such as OJT, should it be part of the prequalification review.

Ms. Macdonald replied that any INDOT rule or regulation can be considered.

Ms. Kennedy stated that we do not want to call a contractor in for one issue, then have to call them back in for another issue later. If we know there is more than one issue, then we piggy-back them.

Mr. Stark stated that Ms. Miles reported that Linkel has not been in compliance with the OJT program for three years.

Ms. Macdonald stated this is the first time it has been formally brought to the Prequalification Division's attention.

Mr. Wasson asked when Linkel's Certificate of Qualification expires.

Ms. Kennedy replied April 30, 2013.

Mr. Ratliff asked if the OJT has to meet the training hours' goal. He asked if there was something that prevented Linkel from complying.

Ms. Miles stated a contractor can submit a good faith effort for review. It has to show an aggressive effort by the contractor to comply with the program.

Mr. Stark asked if the OJT program only applies to federal aid projects.

Ms. Miles replied yes, the program is for federal aid contracts. The goal is calculated based on federal contracts a contractor has performed over the last three years.

Mr. Ratliff asked if Linkel showed good faith efforts. He stated he would not consider barring Linkel if they made good faith efforts.

Ms. Miles replied that Linkel did not demonstrate that they made good faith efforts.

Mr. Ratliff asked if the cleared timber is considered to be Linkel's.

Mr. Novak replied that the timber is Linkel's, but that does not mean that Linkel did not have to do the archaeological and wetland checks.

Mr. Wright asked if there were tree stumps remaining and if the embankments were stabilized.

Mr. Saxe replied that the disturbed areas still have to be stabilized.

Mr. Wright asked if Linkel was under the impression that this needed to be done.

Mr. Eckstein stated that because Linkel did not grub or use cleats on equipment there was little disturbance.

Mr. Novak stated that Linkel has done six jobs in the last seven years for the Crawfordsville District and the CR-2 reports have been unremarkable. They had one recent project that was satisfactory. Another project was terminated for convenience. The termination was not performance related.

Mr. Stark stated that INDOT takes it seriously when a company is not in compliance with a contract, especially when it is federally funded. If a contractor is not in compliance for federal projects, then they should not bid.

Mr. Worth stated Linkel takes it seriously and wants to continue doing business with INDOT.

Mr. Stark stated that we want contractors to continue to do business with INDOT.

Mr. Wasson stated that he was concerned about an email from Linkel that indicated compliance with Rule 5, whereas the IDEM inspections indicate Linkel is non-compliant.

Mr. Eckstein stated that Linkel responded to IDEM. Linkel answered all allegations. All of the issues from IDEM's report were in compliance by July.

Mr. Wasson stated that Linkel was not in compliance with USCOE. They shut the project down.

Mr. Eckstein replied that the USCOE received the report at that time. Linkel met with the USCOE and they were satisfied.

Mr. Grant Reeves, Attorney for Linkel, stated that the project was shut down because the proper permits were not obtained. INDOT withdrew the permit application in April after applying in January.

Mr. Saxe stated that the permit that was pulled was for another section of the project. Linkel's contract was terminated because of violations with IDEM inspections, Rule 5, and the USCOE violation letter.

Mr. Eckstein stated that they did not think they were in violation. They were correcting the problems.

Mr. Feagans asked what Linkel would do differently today.

Mr. Eckstein stated that Linkel would place silt fence early, although it is hard to do it on a clearing job. They would mulch and seed sooner as well. They would work incrementally.

Mr. Feagans stated that the slides from the PowerPoint presentations showed several acres of bare ground.

Mr. Eckstein stated that Linkel would clear through stream first then work out from that point.

Mr. Novak noted the piles of trees on the left of the two pictures taken seven days apart.

Mr. Eckstein replied that they were different piles. He replied to an earlier comment made by Mr. Novak. He agreed that they have to move the trees in both cases, but in the case where they are moving off-site, they have to remove the stumps.

Mr. Gallagher asked Linkel if there was anything about this project that made the job more difficult.

Mr. Eckstein stated the work was slowed for a few weeks, because the permit for the stream crossing was denied. Also, Linkel was not allowed to burn the debris between the

embankments. Without being able to burn, Linkel had to haul off the debris which slowed down progress.

Mr. Beuchel asked what the timeframe was for Linkel to stabilize the area.

Mr. Novak replied seven days.

Mr. Wasson stated the ESC measures were documented by Ms. Snyder. He asked how well were they maintained.

Ms. Snyder stated the measures were put on the report.

Mr. Novak stated that there were some maintenance issues, but the main concerns were placing measures promptly and using the right measures.

Mr. Wasson asked who was Linkel's ESC manager.

Mr. Eckstein replied that he was. He stated that Linkel had a subcontractor that placed the ESC measures and the project was inspected weekly. Any issues were addressed by the next report.

Mr. Linkel asked if there were any areas that were not addressed in 48 hours.

Ms. Snyder replied that there were some silt fences that carried over on dailies.

Mr. Eckstein stated that Linkel prioritized the repairs, by addressing any failures first.

Mr. Wasson asked Linkel about planning or scheduling issues.

Mr. Linkel replied that it was disconcerting trying to obtain the stream crossing permit. Also, the extra acres of land to clear with no more time to do it created problems. Linkel revised their priorities to meet the Indiana Bat deadline. He stated the bar chart schedule was tentative and Linkel tried to keep Ms. Snyder aware as the schedule changed.

Mr. Novak stated he was concerned when the shutdown was lifted.

Mr. Linkel replied that they failed there.

Ms. Kennedy asked if there are any deliberations for a motion.

Mr. Novak stated that three of four items were already pointed out on the CR-2 that Linkel was given.

A representative from Linkel replied that they had responded to that.

Ms. Kennedy stated the Crawfordsville District recommendation was to have Linkel do a WIP due in 30 days and a minimum of 30% or up to 50% reduction in bidding capacity.

Mr. Wasson asked how many work types Linkel has.

Ms. Macdonald replied eleven.

Mr. Stark stated that he agrees we should require a WIP.

Mr. Wasson recommended that any sanction be limited to specific work types.

Mr. Feagans suggested limiting bidding on clearing, grubbing, and erosion control projects.

Mr. Novak suggested adding light grading and tree trimming and removal projects.

Mr. Wasson suggested that the Committee recommend Linkel have an approved plan for OJT.

Ms. Kennedy stated the compiled motion as; Linkel is to submit a WIP within 30 days to be approved by Construction Management (CM), Project Management (PM), and Environmental Services Division (ESD). No bidding on federal aid projects for work types that include grading, clearing, grubbing, erosion control, and tree trimming and removal until the WIP is approved. Also to have an OJT plan submitted within 30 days.

Mr. Stark recommended to not allow bidding on federal aid contracts until WIP is submitted and approved.

Mr. Gallagher revised the motion; Linkel is to submit a WIP within 30 days to be approved by CM, PM, and ESD. The Committee recommends that the Commissioner limit bidding for all work types on federal aid projects until an OJT plan is approved by EOD, and limit bidding on state and federal contracts for work types that include grading, clearing, grubbing, erosion control, and tree trimming and removal until the WIP is approved by CM, PM, and ESD.

Mr. Wasson seconded the motion.

All Committee members voted in favor.

A representative from Linkel asked where they would submit the WIP. Ms. Kennedy stated that a letter with instructions would be sent to Linkel. Because there are sanctions that affect Linkel's prequalification, the letter will come from the Commissioner.

Ms. Kennedy adjourned the meeting at approximately 3:52 EST.