**SECTION 013513.16 - SITE SECURITY AND HEALTH REQUIREMENTS (DOC)**

1. GENERAL
   * + 1. RELATED DOCUMENTS
          1. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.
       2. SUMMARY
          1. This Section includes general Institution rules.
          2. This Section includes requirements for environments that Clients are housed in, dine in, or participate in program activities in or adjacent to the Scope of Work area:

The Contractor shall have the applicable measures specified below in-place any time demolition or construction activities occur in occupied or non-occupied project work areas.

The Contractor shall complete all specified cleaning procedures and receive clearance from the Construction Representative prior to removing any barriers and other precautionary measures – even for areas that the Clients do not occupy during construction.

* + - 1. SUBMITTALS
         1. List of required submittals:

Materials Safety Data Sheets for all hazardous materials to be brought onsite.

Schedule of proposed shutdowns, if applicable.

Revise list to include all required submittals.

A list of the names of all employees who will submit fingerprints for a background check, and the signed privacy documents identified below for each employee.

Tuberculin skin test results for all employees required to be tested as set forth below.

1. PRODUCTS (Not Applicable)
2. EXECUTION
   * + 1. ACCESS TO THE SITE
          1. The Contractor shall arrange with Facility Representatives to establish procedures for the controlled entry of workers and materials into the work areas at the Facility.
          2. The Contractor shall establish regular working hours with Facility Representatives. The Contractor must report changes in working hours or overtime to Facility Representatives and obtain approval twenty-four (24) hours ahead of time. The Contractor shall report emergency overtime to Facility Representatives as soon as it is evident that overtime is needed. The Contractor must obtain approval from Facility Representatives for all work performed after dark.
          3. The Contractor shall provide the name and phone number of the Contractor’s employee or agent who is in charge onsite; this individual must be able to be contacted in case of emergency. The Contractor must be able to furnish names and address of all employees upon request.
          4. The Contractor shall provide Facility Representatives notice twenty-four (24) hours prior to any possible vehicle entry and/or required escort. The Contractor shall maintain a time log of any delays in gaining entrance to the Facility due to lack of an escort, which is to be submitted monthly with the Contractor’s pay request materials. The purpose of this log is to establish a basis for a contract change, if required. The log shall contain the date and time of delay, date and time of request of entry, workers delayed (name and occupation), and name of the Facility Representative to whom the request was made, if possible. Any delay in entry must be validated by sallyport and pass office personnel at the Facility. Only delays greater than thirty (30) minutes will be considered for a contract change. A 30-minute delay upon arrival with a vehicle to enter the sallyport should be expected.
       2. RULES OF THE FACILITY
          1. The Contractor and its workers shall observe the following rules:

There shall be no fraternization with inmates.

No intoxicating beverages or illegal drugs shall be brought onto Facility grounds.

No firearms, other weapons, or explosives shall be carried onto Facility grounds.

No prescription drugs above one day’s dosage shall be carried on Facility grounds.

Any vehicle or individual is subject to search at any time while on Facility grounds.

The vehicles of the Contractor and its workers shall be locked whenever unattended.

All tools and equipment shall be tightly secured during non-working hours in the Contractor’s storage trailer or assigned area.

The Facility will not be responsible for the Contractor’s tools, equipment, or materials. The Contractor shall keep and maintain a current tool inventory. The tool inventory shall be made available to Facility Representatives and the Owner upon request.

The Contractor shall report any missing tools to Facility Representatives immediately.

Smoking shall be permitted only in accordance with the regulations of the Facility.

Possession or use of smokeless tobacco or smokeless non-tobacco alternatives is strictly prohibited.

* + - * 1. All workers shall be required to sign an acknowledgement of receipt of these rules.
      1. SECURITY CLEARANCES AND RESTRICTIONS
         1. DOC SECURITY CLEARANCE REQUIREMENTS

[**Security restrictions may vary between different Facilities. Verify and revise paragraph below if Facility requirement for construction personnel differ.**] Prior to the commencement of any onsite work, the Contractor shall submit a list containing the name, date of birth, and Missouri driver’s license number or social security number of all construction personnel to the Missouri Department of Corrections for the purpose of obtaining security clearances. The required information shall be submitted at the pre-construction meeting, or as otherwise directed by Department of Corrections’ personnel. Any construction personnel with pending warrants or felony convictions within the last five (5) years or other offenses deemed to create a security risk by Department of Corrections shall not be allowed onsite. The Department of Corrections reserves the right to refuse admission to any individual they feel may be detrimental to the security of the Facility.

* + - 1. FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS
         1. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.

Onsite burning is prohibited.

The Contractor shall store all flammable or hazardous materials in proper containers located outside the buildings or offsite, if possible.

The Contractor shall provide and maintain, in good order, during construction fire extinguishers as required by the National Fire Protection Association. In areas of flammable liquids, asphalt, or electrical hazards, 15-pound carbon dioxide or 20-pound dry chemical extinguishers shall be provided.

* + - * 1. The Contractor shall not obstruct streets or walks without permission from the Owner’s Construction Representative and Facility Representatives.
        2. The Contractor’s personnel shall not exceed the speed limit of 15 mph while at the Facility unless otherwise posted.
        3. The Contractor shall take all necessary, reasonable measures to reduce air and water pollution by any material or equipment used during construction. The Contractor shall keep volatile wastes in covered containers and shall not dispose of volatile wastes or oils in storm or sanitary drains.
        4. The Contractor shall keep the project site neat, orderly, and in a safe condition at all times. The Contractor shall immediately remove all hazardous waste and shall not allow rubbish to accumulate. The Contractor shall provide onsite containers for collection of rubbish and shall dispose of it at frequent intervals during the progress of the Work.
        5. Fire exits, alarm systems, and sprinkler systems shall remain fully operational at all times, unless written approval is received from the Owner’s Construction Representative and the appropriate Facility Representative at least twenty-four (24) hours in advance. The Contractor shall submit a written time schedule for any proposed shutdowns.
        6. For all hazardous materials brought onsite, Material Safety Data Sheets shall be on site and readily available upon request at least a day before delivery.
        7. The Contractor’s workers shall not be under the influence of any intoxicating substances while on the Facility premises.
      1. TUBERCULOSIS TESTING REQUIREMENTS
         1. All workers who will be in the confines of the Facility for more than ten (10) consecutive working days must provide proof of a negative tuberculin skin test. The test results must be no more than six (6) months old at the commencement of construction. The Contractor or the worker, not the Owner, shall pay the cost of the test.
         2. The Contractor shall submit to Facility Representatives current tuberculin skin test results for all workers who are required to have such a test in accordance with paragraph A above. If the contract period extends for more than twelve (12) months, the Contractor must provide new test results for all workers prior to the anniversary of the contract commencement date.
         3. Any worker required to have a tuberculin skin test under paragraph A above who fails or refuses to do so will be denied admission to the facility until such time as proof of the test results are provided.
         4. If any worker has a tuberculin skin test with positive results, the worker shall be denied access to the facility until the worker produces a certification from a physician licensed to practice in the State of Missouri that the worker does not have infectious tuberculosis.
         5. The Contractor shall not be entitled to any additional time or compensation if any of its workers are denied access to the facility because of failure to produce negative tuberculin skin test results.
         6. Failure or refusal of the Contractor to maintain and produce the required tuberculin skin test records shall be a material breach of this contract, which shall subject the Contractor to a declaration of default.
      2. PREA FOR CONTRACTORS AND EMPLOYEES
         1. The contractor and all of the contractor’s employees and agents providing services in any Department of Corrections institution must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation may be required on the contractor, the contractor’s employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks annually for the contractor and the contractor’s employees and agents that have the potential to have contact with inmates.
         2. The institution shall have the right to deny access into the institution for the contractor and any of the contractor’s employees and agents for any reason, at the discretion of the institution.
         3. The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
         4. The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.

The Department has a zero-tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.

Any contractor or contractor’s employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor’s employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department’s sole discretion, require the contractor to remove the employee/agent from providing services under the contract.

Any contractor or contractor’s employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.

* + - * 1. The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
        2. If any contractor or contractor’s employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.
      1. DISRUPTION OF UTILITIES
         1. The Contractor shall give a minimum of seventy-two (72) hours written notice to the Construction Representative and the Facility Representative before disconnecting electric, gas, water, fire protection, or sewer service to any building.
         2. The Contractor shall give a minimum of seventy-two (72) hours written notice to the Construction Representative and Facility Representative before closing any access drives, and shall make temporary access available, if possible. The Contractor shall not obstruct streets, walks, or parking
      2. CELL PHONES AND ELECTRONIC DEVICES
         1. Cell Phones, pagers, smart watches (that can send/receive messages), fitness wrist bands (that can send/receive messages) or other electronic devices are not permitted.

Contractors, repairpersons, or information technology services department staff may be permitted to bring in a cell phone and portable wireless router (Wi-Fi, MiFi, etc.) if approved by the Chief Administrative Officer (CAO) when the phone is necessary to complete job duties relating to repairs on a case-by-case basis.

Tables (IPad, etc.) are not allowed with the exception of for re-entry purposes approved via the division of adult institutions (DAI) director and the re-entry manager.

Laptop computers may be permitted by the CAO on a case-by-case basis.

* + - 1. PROTECTION OF PERSONS AND PROPERTY
         1. SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall at all times conduct operations under this Contract in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall promptly take precautions which are necessary and adequate against conditions created during the progress of the Contractor's activities hereunder which involve a risk of bodily harm to persons or a risk of damage to property. The Contractor shall continuously inspect Work, materials, and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with applicable safety laws, standards, codes, and regulations in the jurisdiction where the Work is being performed, specifically, but without limiting the generality of the foregoing, with rules regulations, and standards adopted pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 and applicable amendments.

All contractors, subcontractors and workers on this project are subject to the Construction Safety Training provisions 292.675 RSMo.

In the event the Contractor encounters on the site, material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), lead, mercury, or other material known to be hazardous, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner's Representative and the Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner's Representative and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner's Representative and the Contractor. “Rendered Harmless” shall mean that levels of such materials are less than any applicable exposure standards, including but limited to OSHA regulations.

* + - * 1. SAFETY OF PERSONS AND PROPERTY

The Contractor shall take reasonable precautions for safety of, and shall provide protection to prevent damage, injury, or loss to:

clients, staff, the public, construction personnel, and other persons who may be affected thereby;

the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors of any tier; and

other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall give notices and comply with applicable laws, standards, codes, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, and for which the Contractor is responsible under this Section, except damage or loss attributable solely to acts or omissions of Owner or the Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations stated elsewhere in the Contract.

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents, and the maintaining, enforcing and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner's Representative and Architect. The Contractor shall hold regularly scheduled safety meetings to instruct Contractor personnel on safety practices, accident avoidance and prevention, and the Project Safety Program. The Contractor shall furnish safety equipment and enforce the use of such equipment by its employees and its subcontractors of any tier.

The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work which cause death, lost time injury, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately.

The Contractor shall promptly notify in writing to the Owner of any claims for injury or damage to personal property related to the work, either by or against the Contractor.

The Owner assumes no responsibility or liability for the physical condition or safety of the Work site or any improvements located on the Work site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time concerning any failure by the Contractor or any Subcontractor to comply with the requirements of this Paragraph.

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

The Contractor shall maintain at his own cost and expense, adequate, safe and sufficient walkways, platforms, scaffolds, ladders, hoists and all necessary, proper, and adequate equipment, apparatus, and appliances useful in carrying on the Work and which are necessary to make the place of Work safe and free from avoidable danger for clients, staff, the public and construction personnel, and as may be required by safety provisions of applicable laws, ordinances, rules regulations and building and construction codes.

**END OF SECTION 013513.16**