**SECTION 013513.19 - SITE SECURITY AND HEALTH REQUIREMENTS (DMH)**

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 infection control in 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.

1. PRODUCTS (Not Applicable)
2. EXECUTION
   * + 1. GENERAL RULES OF THE INSTITUTION
          1. All workers and supervisors employed by the Contractor, or any Subcontractors shall be made aware that the buildings and grounds are part of a Department of Mental Health facility and that:

The Residents or Patients are to be treated with dignity.

Construction activities shall not interfere with normal facility operation, except as otherwise arranged with and approved by the Facility Authorities.

Access to the Facility, Residents, and Staff by Emergency Responders shall not be compromised at any time.

Fire exits, alarm systems, and sprinkler systems shall remain fully operational at all times unless written approval is received from the Construction Representative and the appropriate Facility Representative at least (24) hours in advance. The Contractor shall submit a written time schedule for any proposed shutdowns.

Smoking is not permitted in State-operated buildings. Smoking on grounds shall be in accordance with local Facility regulations and only as approved by Facility Management.

Intoxicating beverages or narcotics shall not be brought upon the premises, nor shall Contractor’s personnel be under the influence of these substances while on the premises.

Explosives or firearms and other weapons shall not be allowed onsite.

Keys shall not be left in unattended vehicles. Vehicles shall be locked when not in use.

The Residents shall not be photographed. Maintaining confidentiality of the Residents shall be required.

* + - * 1. Because of the persistent risk that Residents or Patients may cause harm to themselves, or others, extreme caution and special care must be taken in the interest of safety.

Materials, tools, and construction apparatus including ropes, ladders, and flammable liquids shall not be left unattended during working hours and shall be securely stored during non-working hours. Secure storage includes lockable cabinets, rooms, trailers, and rigid fenced areas. The location and use of exterior storage areas shall be approved by the Construction Representative and Facility Management prior to their use.

An inventory of tools, equipment, and materials intended to be left unsecured must be submitted to and approved by the Construction Representative in advance.

Any missing tools, equipment, or material must be immediately reported to the Construction Representative and Facility Management. Unattended or unsecured tools, equipment, or material that poses a potential risk may be confiscated by Facility Staff and returned after completion of the appropriate request documents by the Contractor.

Access to construction areas must be controlled at all times. Appropriate barriers must be erected to secure trenches, pits, wiring, etc.

Material Safety Data Sheets, or their equivalent, shall be provided to the Construction Representative for all hazardous materials to be brought onsite at least a day before their delivery.

Construction debris and trash must be securely stored in approved containers or removed from the site at least daily.

* + - * 1. If the safety of Residents or Staff is jeopardized because Safety Guidelines are not properly observed, the Facility Representative will notify the Construction Representative, who may stop the Work until the situation is resolved. In such case, the Work will resume only after the unsafe conditions have been corrected and the Contractor is notified by the Construction Representative to resume the Work.
      1. ACCESS TO THE SITE
         1. The Contractor shall coordinate with the Facility and Construction Representative to establish a schedule for working hours. Normal working hours for this Facility are 7:30AM to 4:00PM Monday through Friday. Working hour changes or overtime are to be requested and approved (48) hours in advance. The need for emergency overtime shall be reported to the Construction Representative as soon as it is evident that overtime is needed.
         2. The Contractor shall provide the name and phone number of the individual who is in charge onsite and who can be contacted in case of an emergency. This individual must maintain a current list of names and addresses of all project construction personnel and to furnish this list to the Construction Representative or Facility Representative upon request.
         3. All construction personnel shall be identified to the Facility Representative and, when the Facility Representative feels it is necessary, they will be issued identification cards.
         4. All construction personnel shall visibly display issued identification badges.
      2. HEALTH AND TRAFFIC CONTROLS
         1. Take all reasonable and necessary measures to reduce air and water pollution by any material or equipment used during construction. Keep volatile wastes in approved covered containers. Do not dispose of volatile wastes or oils in storm or sanitary drains.
         2. Keep project area in a neat, clean, orderly, and safe condition at all times. Immediately remove all waste materials. Do not allow trash or rubbish to accumulate. Provide approved onsite containers for collection of trash and rubbish and dispose of it at frequent intervals during progression of the Work.
         3. No burning will be permitted on the grounds.
         4. Conduct all construction-related activities and management of debris to ensure minimum interference with roadways, streets, walks, utilities, and adjacent facilities.
         5. Do not obstruct streets, driveways, walks, or use facilities without permission from the Facility Representative.
         6. No driver shall exceed the Facility speed limit of 5mph.
      3. SPECIFICATION OF REQUIRED INFECTION CONTROL PRECAUTIONS BY CLASS
         1. The Facility Contact or the DMH Capital Improvements Administrator will help you determine which Class applies to this particular project.
         2. Class I is for inspection and non-invasive type activities. These include, but are not limited to, the removal of ceiling tiles for visual inspection (1) tile per 50SqFt, painting without sanding, wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.

Class I Contractor shall perform the following precautionary measures during the project:

Execute work by methods to minimize raising dust from construction operations.

Immediately replace a ceiling tile displaced for visual inspection.

Class I Contractor shall perform the following measures upon completion of the project.

No work is required.

* + - * 1. Class II is for work that generates minimal to a high level of dust, requires demolition, or removal of any fixed building components or assemblies. Work of this type includes, but is not limited to, installation of telephone and computer cabling, access to chase spaces, cutting of walls or ceiling where dust migration can be controlled, sanding of walls for painting or wall covering, removal of floor coverings, ceiling tiles and casework, new wall construction, minor duct work, electrical or plumbing work above ceilings, and any activity that cannot be completed within a single work shift.

Class II Contractor shall perform the following precautionary measures during the project:

Provide active means to prevent airborne dust from dispersing into the atmosphere.

Water mist work surfaces to control dust while cutting.

Seal unused doors with duct tape.

Block off and seal air vents.

Place dust mat at entrance and exit of work area.

Remove or isolate HVAC system in areas where work is being performed.

Class II Contractor shall perform the following measures upon completion of the project:

Wipe work surfaces with disinfectant.

Contain construction waste before transport in tightly covered containers.

Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area.

Remove isolation of HVAC system in areas where work was performed.

* + - * 1. Class III is for major demolition and construction projects. Work includes, but is not limited to, activities which require consecutive work shifts, heavy demolition, the removal of a complete cabling system, and new construction.

Class III Contractor shall perform the following precautionary measures during the project:

Remove or isolate HVAC system in area where work is being done to prevent contamination of duct system including block off and seal air vents.

Complete all critical barriers, i.e., drywall, plywood, and plastic to seal area from non-work area or implement control cube method (use cart with plastic covering and sealed connection to worksite with HEPA vacuum for vacuuming prior to exit) before construction begins.

Maintain negative air pressure within worksite utilizing HEPA equipped air filtration units.

Place dust mat at entrance and exit of work area.

Contain construction waste before transport in tightly covered containers.

Cover transport receptacles or carts. Tape covering unless solid lid.

Class III Contractor shall perform the following measures upon completion of the project:

Do not remove barriers from work area until completed project is inspected by the Construction Representative and a Representative of the Facility’s Safety and Inspection Control Section.

Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.

Vacuum work area with HEPA filtered vacuums.

Wet mop area with disinfectant.

Remove isolation of HVAC system in areas where work is being performed.

* + - 1. SECURITY CLEARANCES AND RESTRICTIONS
         1. FMDC CONTRACTOR BACKGROUND AND ID BADGE PROCESS

All employees of the Contractor are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration, Division of Facilities Management, Design and Construction (FMDC) to receive state and national criminal background checks on such employees. FMDC reserves the right to prohibit any employee of the Contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.

The Contractor shall ensure all of its employees submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. The Contractor shall submit to FMDC via email to FMDCSecurity@oa.mo.gov a list of the names of the Contractor’s employees who will be fingerprinted and a signed Missouri Applicant Fingerprint Privacy Notice, Authorization For Release Of Information Confidentiality Oath and State Identification Badge Agreement for each employee. All employees of the Contractor approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site, unless the Director of FMDC, at the Director’s discretion, waives the requirement for a contractor ID badge. The Contractor and its employees must comply with the process for background checks and contractor ID badges found on FMDC’s website at: <https://oa.mo.gov/fmdc-contractor-id-badges>.

Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2018. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the Contractor’s employees, and those fingerprints will be searched against other fingerprints on file, including latent fingerprints. While retained, an employee’s fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.

As part of the Missouri and National Rap Back programs, FMDC will receive notification if a new arrest is reported for an employee whose fingerprints have been submitted for FMDC after August 28, 2018. If the employee is performing work on a State contract at the time of the arrest notification, FMDC will request and receive the employee’s updated criminal history records. If the employee is no longer performing work on a State contract, FMDC will not obtain updated criminal records.

Pursuant to section 43.540, RSMo, the Missouri State Highway Patrol will provide the results of the employee’s background check directly to FMDC. FMDC may NOT release the results of a background check to the Contractor or provide the Contractor any information obtained from a background check, either verbally or in writing. FMDC will notify the Contractor only whether an employee is approved to work on State property.

Each employee who submits fingerprints to the Missouri State Highway Patrol has a right to obtain a copy of the results of his or her background check. The employee may challenge the accuracy and completeness of the information contained in a background check report and obtain a determination from the Missouri State Highway Patrol and/or the FBI regarding the validity of such challenge prior to FMDC making a final decision about his or her eligibility to perform work under a State contract.

The Contractor shall notify FMDC via email to [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) if an employee is terminated or resigns from employment with the Contractor. If the Contractor does not anticipate performing work on a State contract in the future, the Contractor may request that FMDC remove its employees from the Rap Back programs. However, if removed from the Rap Back programs, employees will be required to submit new fingerprints should the contractor be awarded another State contract.

Upon award of a Contract, the Contractor should contact FMDC at [FMDCSecurity@oa.mo.gov](mailto:FMDCSecurity@oa.mo.gov) to determine if its employees need to provide a new background check. If a Contractor’s employee has previously submitted a fingerprint background check to FMDC as part of the Missouri and National Rap Back programs, the employee may not need to submit another fingerprint search for a period of three to six years, depending upon the circumstances. The Contractor understands and agrees that FMDC may require more frequent background checks without providing any explanation to the Contractor. The fact that an additional background check is requested by FMDC does not indicate that the employee has a criminal record.

* + - 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. 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 013513.19**