**SECTION 013513.25 - SITE SECURITY AND HEALTH REQUIREMENTS (MSHP)**

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. SUBMITTALS
          1. List of required submittals:

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

Schedule of proposed shutdowns, if applicable.

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.

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. All construction personnel shall visibly display issued identification cards.
       2. 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. Alcoholic beverages or illegal substances shall not be brought upon the Facility premises. The Contractor’s workers shall not be under the influence of any intoxicating substances while on the Facility premises.
      1. MSHP SECURITY CLEARANCE REQUIREMENTS
         1. Contractor Background Screening Policy: As a normal business activity, the Missouri State Highway Patrol (MSHP) may contract with external companies to perform various duties for the Missouri State Highway Patrol. Any personnel working for a contractor, and who has access to criminal justice information is required to pass a background check prior to beginning work on the contract. A contractor’s proposed candidate may also be required to undergo a MSHP approved drug screening. This background check requirement will be included as part of all PAQs or solicitations for bids. The contract/PAQ award is contingent upon the proposed candidate background checks being completed.
         2. This background check will include, but not be limited to, state of residency and national fingerprint-based record checks. If the proposed candidate lives outside the United States, the contractor will submit similar documentation from their respective country. Qualification to work on contract will be based upon the following criteria:

A felony conviction or guilty plea will be an automatic disapproval of the candidate.

Any conviction whether misdemeanor or felony, involving violence, crimes against children, and all sexual crimes regardless of timeframe will be an automatic disapproval of the candidate.

Candidates will be disqualified if it is confirmed there are outstanding arrest warrants for the candidate.

Any other misdemeanor convictions and guilty pleas may be considered for automatic disapproval. The State CSO (CJIS Security Officer) has final authority regarding if the nature or severity of the misdemeanor offense(s) does or does not warrant a disqualification.

* + - * 1. For misdemeanors, consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position. Time and severity of crime may also be considered as factors in a disqualification. Candidates may submit a written request for waiver through their contracting company if they have been disapproved and wish to contest the decision. The request will need to explain the circumstances of the crime and justification for a waiver.
        2. Contractors will be required to undergo a background check at a minimum once every five years. If there is a significant gap between contracts, candidates may be required to undergo a background check before working under a new contract.
        3. The CSO or their designee will maintain a list of contractors who have been approved to work at the MSHP.
        4. If a candidate goes through a background check with one contractor and then goes to work at a different contractor, the candidate will not be required to undergo a separate background check unless the timeframe exceeds five-year limit.
        5. The CSO for the MSHP has the right to approve or disapprove any candidate and has the right to revoke a candidate’s approval at any time.
        6. The FBI CJIS Security Policy requires the MSHP to conduct background checks on all contractors needing MSHP access.
        7. Contractors working on-site and/or need escorted access are required to provide name, date of birth and social security number to enable the MSHP to run a name based background check prior to their arrival on-site.
        8. Contractors working on-site with unescorted access and/or need access to our network are required to submit fingerprints. Required fields for print cards are as follows:

ORI: MOMHP0070

OCA: CONTRACTOR

Employer and Address: COMPANY NAME AND ADDRESS

Reason Fingerprinted: CONTRACTOR

* + - * 1. Contractors may submit fingerprints either at the MSHP General Headquarters, Annex Building, front office located at 1510 East Elm Street, Jefferson City, MO 65109, or may go to their local law enforcement agency to obtain a "copy" of their fingerprints (ten print or digital). There is a processing fee of $33.25 per applicant. We accept check or money orders made payable to the "Criminal Record System Fund". Credit card and debit cards only accepted at our location, no cash please. Fingerprints with processing fee can be mailed to the address below:

Missouri State Highway Patrol

Criminal Justice Information Services Division

Attn: Accounting, Annex Bldg.

1510 East Elm Street

Post Office Box 9500

Jefferson City, MO 65102-9500

* + - * 1. Once background checks are completed, results will be returned via encrypted email to the requestor. Processing time varies. Please contact the Security Audit and Compliance Unit for questions at 573-526-6153 x2658.
      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 013513.25**