**SECTION 013513.22 - SITE SECURITY AND HEALTH REQUIREMENTS (DYS)**

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.
       2. RULES OF THE FACILITY
          1. Construction personnel shall not fraternize with the youths.
          2. The Contractor shall be aware that youths are circulating on the Facility grounds at all times, and shall take necessary steps to prevent the youths from having unauthorized contact with equipment, tools, or work areas.
          3. Prior to commencing any work at the Facility, the Contractor shall consult with the Construction Representative and Facility Representative regarding aspects of this Work that might impact safety of the youths, and establish procedures for the controlled entry of construction personnel, equipment, and materials into the work area
          4. The Contractor shall ensure that materials, tools, and construction apparatus are stored in a manner inaccessible to residents during non-working hours. During working hours, these items shall be under the observation of or in personal possession of the Contractor’s personnel at all times.
          5. The Facility will not be responsible for the Contractor’s tools, equipment, or materials. The Contractor shall report any missing tools or materials to the facility immediately.
          6. No intoxicating beverages or illegal drugs shall be brought onto Facility grounds.
          7. No firearms, other weapons, or explosives shall be carried onto Facility grounds.
          8. No prescription drugs above one day’s dosage shall be carried on Facility grounds.
          9. The vehicles of the Contractor and its workers shall be locked whenever unattended, and shall have the keys removed.
       3. SECURITY CLEARANCES AND RESTRICTIONS
          1. FMDC CONTRACTOR BACKGROUND AND ID BADGE PROCESS

All employees of an OA/FDMC contractor (or subcontractor performing work under an OA/FMDC contract) are required to submit a fingerprint check through the Missouri State Highway Patrol (MSHP) and the FBI enabling OA/FMDC to obtain state and national criminal background checks on the employees, unless stated otherwise in the Contractor’s contract.

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 OA/FMDC Authorization for Release of Information Confidentiality Oath 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/facilities/facilities-operations/security-information/fmdc-contractor-background-and-id-badge

Fingerprints and Authorization for Release of Information Confidentiality Oath form are valid for one (1) year and must be renewed annually. Changing or adding locations may result in additional required documentation. Certain employees may be required to be fingerprinted more frequently. OA/FMDC reserves the right to request additional background checks at any time for any reason.

The Contractor shall notify FMDC via email to FMDCSecurity@oa.mo.gov within 48 hours of anyone severing employment with their company.

* + - 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. 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 013513.22**