SECTION 01350 - SAFETY

PART 1 - GENERAL

1.1 SUMMARY

A. It is recognized that the safety of all personnel is the responsibility of all participants involved directly in the construction of this Project. It is the contractual obligation of each Contractor to adhere to all requirements of the Occupational Health and Safety Act (OSHA), as well as Local and State safety rules and regulations. Each Contractor shall assure the safety of his personnel by providing all protection and safety devices, covers, etc. as they relate to the safe conduct of his work in accordance with all Local, State and Federal regulations. Each Contractor is responsible for any safety requirements that are contractually those of any Contractor.

B. **The General Trades Contractor** shall be designated as the **"Lead Contractor"** with respect to jobsite safety. Responsibilities and authority of the Contractor shall be as follows:

1. This Contractor will be responsible to inspect and maintain safe working conditions on the jobsite.

2. Where the work of one (1) Contractor places another contractor's workers in jeopardy, the "Lead Contractor" shall direct and coordinate the effort of the Contractors to ensure that jobsite safety is maintained.

3. This contractor will maintain an OSHA Certified "competent person" on site at all times designated to make safety inspections and to serve as the designated representative in charge of safety during the inspection by OSHA employees.

4. This Contractor may direct another Contractor to make corrections in the event of a safety violation. Failure of another Contractor to take prompt action (within 24 hours following written notice) to correct a safety violation will empower this Contractor to make the necessary corrections and to receive full compensation for such corrections directly from the Owner. The Construction Manager will verify and provide documentation time and material expended to make corrections. The Owner in turn will recover the amount of expense from the offending Contractor through deduct Change Order.

5. This Contractor's responsibilities and corresponding authority will be as defined in the General Conditions of the Contract for Construction.

6. The individual Prime Contractors will maintain primary responsibility for the safety of their workers. The "Lead Contractor" will serve to identify areas of concern and will endeavor to accomplish required corrections through cooperation of other Prime Contractors. In the event this effort is unsuccessful, the "Lead Contractor" will take action as defined above.

7. The Owner will support the decisions and action taken by the 'Lead Contractor" to maintain jobsite safety. The Owner will promptly make payment to the "Lead Contractor" when corrective action has been take on behalf of an offending Contractor, and the "Lead Contractor" has provided appropriate documentation.

8. Lead Safety Contractor shall provide regular and periodic safety inspections and reports by an independent safety professional. Inspections and reports shall be performed at least once each month.

9. Each contractor shall provide a safety representative who is trained in First Aid and CPR.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 ACCIDENTS

A. The Contractor shall notify the Construction Manager of any personal injury that could require medical treatment of any Contractor or his subcontractor's employees at the project site. Also, any damage to property arising in connection with the Contractor's performance should be told to the Construction Manager as promptly as possible after the occurrence of such injury or damage but at the maximum 24 hours. Within 48 hours of such occurrence, the Contractor shall furnish to the Construction Manager a complete written report of such injury or damage. Accident Reports shall include specific actions taken by Contractor to preclude recurrence of similar incidents.

3.2 EMERGENCY DATA

A. Each Contractor shall provide the Construction Manager with the following emergency data prior to beginning work at the project site:

1. Emergency care facility to be utilized, address and telephone number.
2. Insurance Company and local agent/name, address and telephone number.
3. Detailed description of overall corporation or company safety program.
4. Employees qualified in any type of first aid, list employee and associated skill.
5. Detailed description of specifically tailored job site safety program.
6. Identify corporate and job site safety officer.
7. Submit weekly TOOL BOX SAFETY TALK program/meeting minutes including;
   a. Day of week.
   b. Time of day.
   c. Location.
   d. Attendance record.

e. Agenda.
f. Unsafe items previously discussed, date of correction.
g. Identify on site personnel with FIRST AID training.

8. All applicable MSDS Program sheets. (Include numbered pages and table of Contents.)
9. Submit completed hazardous substance survey form.
10. Review project "Emergency Response Plan" with Construction Manager.

3.3 SAFETY AGREEMENT

A. Contractor shall review and comply with the following Safety Agreement before beginning work:

As a Contractor under this Contract, you have, by accepting this Contract, obligated yourself to conduct all your operations within this Safety Agreement

The Contractor agrees that the prevention of accidents to employees engaged in the Work under this Agreement is the responsibility of the Contractor.

The Contractor agrees to comply with all laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established during the progress of the Work. When so ordered, the Contractor agrees to stop any part of the Work which the "Lead Contractor" or any other applicable agency may deem unsafe until corrective measures satisfactory to the Construction Manager and in accordance with the applicable Federal and/or State regulations have been taken and further agrees to make no claim for damages growing out of such stoppages. Should the Contractor neglect to adopt such corrective measures, the Construction Manager, through the Owner, may elect to hire an entity, perform the corrections and deduct the cost from payments due or to become due the Contractor. Failure on the part of the Construction Manager to stop unsafe practices shall in no way relieve the Contractor of his responsibility.

The Contractor realizes that an effective accident prevention program is to the mutual benefit of all Contractors through improved employee and public relations and through increased efficiency and production. Further, no accident prevention activity can be truly effective without the sincere cooperation of each Contractor performing on the site. Your attention is directed, but not limited to the following items:

3.4 HOUSEKEEPING

A. Indiscriminate accumulations of debris, waste or scrap in work areas will not be permitted. (Areas will be designated for storage or disposal.) All materials, tools and equipment must be stored in an orderly manner in designated areas.

3.5 PERSONAL PROTECTION EQUIPMENT

A. Contractors must furnish their employees with the proper type of personal protective equipment as required by the operations being performed, including, but not necessarily limited to the following:

1. Hard Hats must be furnished to employees and worn at ALL times when on this project, whether or not an overhead hazard exists or what state the project may be in.
2. The Construction Manager requires that appropriate attire be worn at all times while employees are working on-site. Appropriate attire shall be as deemed necessary by the Construction Manager and in accordance with all applicable OSHA regulations.

3.6 SAFETY MEETINGS

A. The Contractor is required to conduct and all employees are required to attend a "Tool Box" type safety meeting at the beginning of each week. The meetings may neither be presided over by Contractor's foreman or another competent representative designated by the Contractor. The Construction Manager's personnel are available to participate in these safety meetings.

3.7 FIRE PROTECTION

A. When necessary, the Contractor must supply approved type fire extinguisher for emergency use within his own immediate area of operation, including the Contractor's office, tool and storage enclosures.

3.8 TREATMENT OF INJURIES

A. The Contractor shall require that all employees injured (no matter how slight) while working on this project, report immediately for First Aid Treatment. The Contractor shall maintain adequate First Aid Facilities in the field.

3.9 COOPERATION

A. Any deviation from this course of action will be called to the attention of the Contractor for immediate correction. Conversely, the Contractor should call attention to any unsafe conditions or unsafe practice by other Contractors at the site.

3.10 INSTALLED SAFETY APPARATUS

A. Each Contractor is responsible for the reinstallation of safety apparatus installed by other Contractors if removed to facilitate the installation of their own contract work. Each Contractor is to return the safety cables to an OSHA approved condition without slack.

3.11 WEAPONS POLICY

A. All persons are prohibited from carrying, possessing or storing a handgun firearm, or weapon of any kind while on the project, regardless of whether the person has registered the weapon or is licensed to carry a concealed weapon.

B. Failure to abide all terms and conditions of the policy may result in discipline up to and including termination. Further, carrying any weapon onto the owner's property in violation of this policy will be considered an act of criminal trespass and possession of a weapon will be grounds for immediate removal of the person from the Project Site, and may result in prosecution.

3.12 RADIOS

A. The playing of radios will not be permitted on this project.

END OF SECTION