

HILLSBORO SCHOOL DISTRICT HEALTH & SAFETY REQUIREMENTS ON CONTRACTORS WORKING IN DISTRICT FACILITIES

Performance of the Work:

- a) Contractor shall supervise, coordinate, and perform the Work in accordance with the Contract Documents in a professional, safe, and workmanlike manner and in accordance with all laws, codes, and professional standards applicable to the industries and trades involved, including without limitation compliance with all applicable federal, state, and local building codes, District's Health & Safety Requirements, certification requirements applicable to the Work, and other policies or standards incorporated or referenced in the Contract Documents. Unless otherwise noted or directed, Contractor will perform all Work in accordance with product manufacturers' recommendations or directions for best results. No preparatory step or installation procedure may be omitted unless specifically authorized by the Contract Documents or at the direction of Architect or District's Representative. Conflicts between manufacturers' directions shall be resolved by Architect or District Representative.

General Requirements:

- a) No person shall be required or instructed to work in surroundings or under conditions that are unsafe or dangerous to his or her health.
- b) Contractor shall be responsible for initiating and maintaining a safety and health program that complies with the State of Oregon Occupational Safety and Health Administration (OR-OSHA)
- c) Each contractor employee is responsible for complying with applicable safety and occupational health requirements, wearing prescribed safety and health equipment, reporting unsafe conditions/activities, preventing avoidable accidents and working in a safe manner.
- d) Safety and health programs, documents, signs and tags shall be communicated to contractors employees in a language that they understand.
- e) Worksites with non-English speaking contractor employees shall have a person(s), fluent in the language(s) spoken and English, on site when work is being performed, to translate as needed.
- f) The Contractor shall erect and maintain a safety and health bulletin board in an area commonly accessed by workers. The bulletin board shall be maintained current, in clear view of on-site workers; and protected against the elements and unauthorized removal. It shall contain at least the following safety and health information:
 1. Map denoting the route to the nearest emergency care facility;
 2. Emergency phone numbers;
 3. Other public information postings as may be required by any agency having jurisdiction specifically including, but not limited to, OR-OSHA;
 4. Project Safety Plan (PSP).
- g) Before initiation of work at the job site, Contractor shall develop a PSP with appropriate appendices (e.g. hazardous waste site cleanup operations, Lead Compliance Plan when working with lead, Asbestos Hazard Abatement Plan when working with asbestos, etc), written in English for the specific work and hazards of the contract and implementing in detail the pertinent requirements to the satisfaction of the District.
- h) The PSP will be developed by qualified personnel and will be signed by that person. The Contractor will be responsible for documenting the qualified person's credentials.

- i) Contractor's PSP will be job-specific and will include work to be performed by subcontractors and measure to be taken by the Contractor to control hazards associated with materials, service or equipment provided by suppliers.
- j) To assure compliance with this section, the Contractor may be required to prepare for review specific safety and occupational health submittal items. No additional compensation or time extensions shall be provided to the Contractor for additional submittals required under this section.
- k) The District or its designated representatives may immediately stop work when an employee is deemed to be in imminent danger of serious injury or loss of life. No additional compensation or time extensions shall be provided to Contractor for delays incurred under this section. Work shall not resume until the danger to any and all employees has been mitigated to the satisfaction of the District or its Representative.
- l) The Contractor shall employ a competent person at each project to function as the Site Safety and Health Officer (SSHO). The SSHO will manage the Contractor's PSP (this may be a collateral duty responsibility unless specified differently in the contract). The SSHO must have completed the 10-hour OSHA Construction safety class or an equivalent course applicable to the work to be performed and given by qualified instructors. Such training shall have been within the last three (3) years. An SSHO shall be on-duty at all times when work is being performed and shall be responsible for enforcing and implementing the Contractor's Safety and Health Program in accordance with the accepted PSP.
- m) Contractor is responsible for assuring subcontractor compliance with the safety and occupational health requirements contained in this section.
- n) A hazard communication program will be implemented by the Contractor.
- o) The written hazard communication program shall address, as a minimum, the following: training (to include potential safety and health effects from exposure), labeling, current inventory of hazardous chemicals on site and the location and use of Material Safety Data Sheets (MSDS's).

Inspections:

- a) The PSP shall provide for frequent safety inspections, conducted by competent persons, of the work sites, material and equipment to ensure compliance with the PSP.
- b) Contractor quality control (QC) personnel, as part of their QC responsibilities, shall conduct and document daily safety and occupational health inspections in their daily QC logs.
- c) Identified safety and health issues and deficiencies, and the actions, timetables and responsibility for correcting the deficiencies, shall be recorded in inspection reports. Follow-up inspections to ensure correction of any identified deficiencies shall be conducted and documented in a like manner.
- d) The Contractor shall establish a safety and occupational health deficiency tracking system that lists and monitors the status of safety and health deficiencies.
- e) The Contractor will immediately notify the District's Representative of any OR-OSHA or other regulatory agency inspection and provide him/her an opportunity to accompany the Contractor on the inspection. The Contractor shall provide the District's Representative with a copy of any citations or reports issued by the inspector and any corrective action responses to the citation or report.

Indoctrination and Training

- a) A qualified person shall conduct all training required in this section.

- b) Contractor employees shall be provided safety and health indoctrination prior to the start of work and continuing safety and health training will be provided to enable them to perform their work in a safe manner. Contractor employee training will be documented in writing by date, name and content.
- c) Training shall be based on the safety and health program of the safety and health program of the Contractor and shall include, but not be limited to:
 - 1. Requirements and responsibilities for accident prevention and maintaining a safe and healthful work environment;
 - 2. General safety and health policies and procedures and pertinent provisions of this manual;
 - 3. Contractor employee and supervisor responsibilities for reporting all accidents;
 - 4. Provisions for obtaining medical treatment or emergency assistance;
 - 5. Procedures for reporting and correcting unsafe conditions or practices;
 - 6. Job hazards and the means to control/eliminate those hazards, including applicable position and/or activity analyses; and
 - 7. Specific training as required by this section.
- d) All visitors to the Site will be briefed by a qualified person on the hazards to be expected on the site and safety and health controls required (i.e. hard hat, foot protection, etc.). The SSHO will assure that all visitors entering the sites are properly protected and are wearing or provided with the appropriate personal protective equipment (PPE). The SSHO may require an escort for all visitors while on site. **Contractor shall have the right to refuse Site access to ANYONE not having attended the Contractor's safety briefing or not wearing appropriate PPE.**
- e) Contractor employees performing work on District Property or for District shall carry photo identification and will present such, to anyone on request. Contractors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the District in its sole discretion determines is required to easily identify Contractors.
- a) As required by schools and other District locations, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.
- b) Safety meetings shall be conducted at least once per month for all supervisors on the project location and at least once per week by supervisors or foremen for all workers to provide pertinent safety and health training and address safety concerns;
- c) Safety meetings will be documented, including date, attendance, subjects discussed and names of individuals conducting the meeting.
- d) The District's representative will be informed of all scheduled safety meetings in advance and be invited to attend.
- e) A copy of the MSDS for each hazardous substance at the project site will be maintained in an inventory, will be provided to the District's representative upon request, and will be made available to all potentially exposed contractor employees.
- f) Contractor will maintain on-site at all time, a minimum of one (1) person who is trained as a medical first responder to assist during emergency events. Contractor shall maintain necessary supplies for use by the first responder.

- g) Smoking or other use of tobacco is prohibited on the District property.
- h) Except as provided by Oregon Statutes and District policy, weapons and firearms are prohibited on District property.

When Work Is Performed in or on School Sites, Contractor Shall Comply With the Following:

- a) As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on District property. Contractor shall work with the District to ensure compliance with this requirement. To ensure the safety of District staff and students, the Contractor must take reasonable precautions to ensure that individuals convicted of crimes listed in ORS 342.143 do not provide contracted services to the District. Furthermore, the Contractor shall provide timely notification to District once they become aware that an employee providing services within the District has been arrested or charged with a crime listed in ORS 342.143, and remove said individual from District premises until the issue is resolved.
- b) Prior to entry of a Contractor's employees onto a student occupied site, the Contractor authorizes the District to obtain information about contractor personnel to conduct the appropriate criminal history verification for background clearance as follows:
 - 1. Level 1: Supervisors, Superintendents, consultants and their employees must have a Fingerprint-Based Criminal History Verification in addition to a Nationwide Criminal History Verification if they are to be given unsupervised entry access to any school site and obtain a key for the site. There will be a \$500 charge for each badge and key not returned.
 - 2. Level 2: All other employees of the contractor or consultant who will be working on site must have successfully completed a Nationwide Criminal History Verification. This Level is to be supervised by a Level 1 badged person.
 - 3. The District will process the background checks and provide contractor personnel with photo id badges for both Levels at the District's expense.

Other:

- a) The Contractor agrees to defend, indemnify, and hold harmless the District, its officers, employees and agents, from all liabilities, claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of Contractor with regards to Contractor's duties and responsibilities under Paragraph 22 of this contract and ORS 326.603.
- b) Confidentiality. The Parties recognize that the Federal Education Privacy Rights Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Contractor in the performance of this contract: may not be re-disclosed to third parties without written consent of the students' parents/guardians; and must be used only for the purposes identified in this contract.