

CONTRACTOR MANAGEMENT

1.0 PURPOSE

To provide for the protection of the City from liability due to the actions of its contractors.

2.0 POLICY

All contractors performing or providing services for or on behalf of the City of Wilson shall comply with all relevant Federal and State safety, health, and environmental regulations while performing or providing such services. These regulations shall include, but shall not be limited to, those promulgated by the North Carolina Department of Labor Division of Occupational Safety and Health, the U.S. and North Carolina Department of Transportation, the North Carolina Department of Natural Resources and community Development, and the U.S. Environmental Protection Agency. All contractors performing or providing services for or on behalf of the City of Wilson shall maintain insurance in the types and quantities specified by the City, throughout the duration of the contract.

Exception: Contractors hired to perform one-time repairs or services not requiring a contract but invoice for services, may not be required to comply with some provisions of this policy. One-time repairs may include, but not limited to, changing out a light fixture, replacing a door, repairing a City vehicle windshield, etc. Contractors who meet this criteria may not have to comply with all provisions set in 6.0, provide certificates of insurance, or provide information listed in 8.3. The Safety and Risk Manager has the final authority in the determination of these areas of compliance.

3.0 ORGANIZATIONS AFFECTED

All departments and divisions of the City who contract for services and all contractors who perform services for or on behalf of the City.

4.0 DEFINITIONS

CONTRACTOR Any person, firm, corporation, or organization that provides or performs services for or on behalf of the City of Wilson.

5.0 CONTRACTOR SAFETY PROGRAM POLICY

5.1 Contractors awarded bids or contacted by management of the City of Wilson must conform to, or exceed, the written safety program in place at the City as prescribed by North Carolina Department of Labor (OSHNC). Project supervisors, Superintendents, or Division Heads will ensure this requirement has been satisfied prior to the beginning of the project.

5.2 Contractors not having a written safety program or, one that is not comparable with the City Safety Manual, will be required to abide by the City Safety Manual throughout the term of the project and be subject to impromptu inspections by the Safety and Risk Manger.

5.3 City supervision will make available copies of the City's Safety Manual to all Contractors before and throughout the completion of the project.

6.0 CITY CONTRACT PROVISIONS

All contracts for services to be provided for or on behalf of the City of Wilson shall contain the following provisions:

6.1 Inspection

All contractors performing or providing services on behalf or for the City of Wilson shall comply with all authorities listed in 2.0 above. Inspections will be performed to ensure compliance with the above mentioned regulations and may be conducted by the City of Wilson Safety and Risk Manager or his or her designee.

6.2 Interpretation

In all cases where there is a dispute about the interpretation of a regulation in 6.1 above, the City of Wilson's interpretation will be considered as the correct interpretation.

6.3 Work Stoppage at Job Sites

6.3.1 In the event that an inspection by the City of Wilson reveals a hazardous situation that the City of Wilson representative deems to be immediately dangerous to the life and/or health of the contractor's employees, the City of Wilson representative shall have the authority to order the work to be stopped until such time as the hazard or hazardous situation can be corrected. In all such cases, every attempt will be made to contact the project engineer and request him or her to correct the problem. However, in no case should a situation that is immediately dangerous to life and/or health be permitted to persist to satisfy notification requirements.

6.3.2 Any Contractor, upon inspection of the Safety and Risk Manager, found violating a written City safety or OSHA policy other than immediately hazardous to life and/or health, will be required to immediately stop work until the violation or hazard has been removed.

6.3.3 The City of Wilson will not be liable for any damages or additional expenses that are incurred from a work stoppage ordered to correct a safety violation.

6.4 Hold Harmless Clause

The contract shall include a clause that holds the City of Wilson harmless for negligent acts of the contractor. The City Attorney can provide further information.

6.5 Names as Additional Insured

The City of Wilson shall be named as an additional insured on all liability policies required by this policy.

6.6 Insurance

Contractors shall be required to maintain insurance policies for the types of coverages listed in 7.0 below. All contractors shall be required to submit certificates of insurance

that state the City of Wilson as the certificate holder and provide at least 30 days notice of cancellation.

6.7 Accident Reporting

All accidents occurring on a job site of the City of Wilson or one of its contractors shall be immediately reported to the City of Wilson Safety and Health Office.

7.0 **INSURANCE REQUIREMENTS**

7.1 General Liability - \$2,000,000 per incident. The City of Wilson shall be listed on these policies as an additional insured.

7.2 Auto Liability - \$2,000,000 per incident. The City of Wilson shall be listed on these policies as an additional insured.

7.3 Workers Compensation and Employers Liability – Statutory limits.

7.4 Property coverages - Replacement basis for all equipment to be used in the completion of the contract on all property and equipment that the City will ultimately have an interest in. The City of Wilson shall be listed on these policies as “loss payee.”

8.0 **PROCEDURES**

8.1 Notification

All divisions and department of the City of Wilson shall notify the Safety and Health Office of all services to be contracted prior to the bid for the services and prior to the commencement of the services.

8.2 Contractor Review

The Safety and Health Office shall review all contracts and bids for services to be completed for or on behalf of the City of Wilson to ensure that the City’s interests are adequately protected.

8.3 Contractor Review

All contractors shall submit as part of their formal or informal bid, the following information for evaluation:

8.3.1 OSHA citations for the past five years.

8.3.2 Experience Modification Factor for the past three years. Employers that are self-insured should submit their total Workers Compensation payout and number of employees for the past three years.

8.3.3 Contractor’s written safety program.

8.3.4 Contractor’s written drug and alcohol misuse prevention program.

8.4 Pre-Job Safety Review

Prior to the commencement of any services to be performed by a contractor for the City of Wilson, personnel from the Safety and Health office shall conduct a safety review with the contractor's personnel to explain all the requirements of this policy and how they will be implemented.

8.5 Certificates of Insurance

The Safety and Health office is responsible for maintaining certificates of insurance for all contractors performing services for the City of Wilson. All such certificates and notifications from insurance companies, (notifications of cancellations or non-renewal, reduction of policy limits, or restriction of coverage, etc.) received by other departments or divisions shall immediately forward them to the Safety and Health Office.

8.6 Inspections

Inspections to ensure compliance with this policy, contract provisions, and all regulations mentioned in 6.1 above, may be conducted by the City of Wilson Safety and Risk Manager or his or her designee.