

**CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA**

**SPECIFICATIONS AND BID DOCUMENTS FOR
LOAD MANAGEMENT SWITCH INSTALLATION**

NOTICE TO PROSPECTIVE BIDDERS

Sealed proposals will be received by the City of Washington, Washington, North Carolina, in the office of the Utilities Support Superintendent until 2:00 p.m., Monday, 11 October 2010 at which time and place all bids will be publicly opened and read for the furnishing of labor and equipment for work described below:

Send Proposals To:	Edmund J. Pruden
Title:	Utilities Support Superintendent
Address:	City of Washington Post Office Box 1988 250 Plymouth Street Washington, North Carolina 27889-1988
Bid Opening Time:	2:00 p.m. EDT
Bid Opening Date:	Monday, 11 October 2010

A Pre-Bid Conference for this project will be held on Monday, 4 October 2010 at 9:00 a.m. at the following location:

**City of Washington City Council Chambers
Second Floor, Room 214
Washington Municipal Building
102 East Second Street
Washington, North Carolina**

You are encouraged, but not required to attend this meeting to submit a bid.

The purpose of this meeting is to discuss safety, construction techniques, material status, scheduling, and coordination. Attendees will include various personnel from the City of Washington and interested contractors.

Proposals shall bear the name of the bidder and be marked:

**City of Washington
Washington, North Carolina
Load Management Switch Installation Bid
Sealed Bid - Do Not Open Until
2:00 p.m., EDT; Monday, 11 October 2010**

Proposals must be filled out in ink or typewriter.

Complete plans, specifications and contract documents will be open for inspection in the office of the Director of Electric Utilities and the office of the Utilities Support Superintendent of the City of Washington, Washington, North Carolina.

All contractors are hereby notified that they must have proper license under the Chapter 87, General Statutes of North Carolina (G.S. 87-15).

The City of Washington reserves the right to reject any or all bids, to waive informalities, and to award a contract which appears to be in its best interest.

Keith Hardt, PE
Director of Electric Utilities

NOTICE TO PROSPECTIVE BIDDERS REQUEST FOR PROPOSALS

Sealed proposals will be received by the City of Washington, North Carolina, until 2:00 p.m., Monday, 11 October 2010 in the office of Edmund J. Pruden, Utilities Support Superintendent, Utilities Operation Center, 250 Plymouth Street, Washington. At 2:00 p.m. in all bids will be publicly opened and read for the furnishing of labor, materials, and equipment for the installation of residential load management switches. The City reserves the right to reject any portion of any or all bids and proposals. The contract shall be secured after bids have been received and secured. The contract shall be awarded to the lowest responsible bidder, taking into consideration quality, performance, previous work experience, and the time specified in the bids for the performance to the contract. Complete plans, specifications and

contract documents will be open for inspection in the office of the Director of Electric Utilities and the office of the Utilities Support Superintendent of the City of Washington, North Carolina. Individuals requesting specifications and bid documents shall make a request to the Director of Electric Utilities in writing. Complete bid documents are available at the City of Washington web site - www.washington-nc.com/bids.aspx. All contractors are hereby notified that they must have proper license under Chapter 87, General Statutes of North Carolina (G.S. 87-15).

CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA

SPECIFICATIONS AND BID DOCUMENTS FOR
LOAD MANAGEMENT SWITCH INSTALLATION

GENERAL CONDITIONS

1. INTENTION

The contractor shall, unless otherwise specified, supply all labor, transportation, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding, and incidentals necessary for the entire proper and substantial completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper, and lawful construction, maintenance and use of same, and shall construct in the best and most workman like manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from all in accordance with the contract documents.

2. INSURANCE

The contractor shall not commence work under this contract until he has obtained all insurance required, and such insurance has been approved in writing by the City, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and similarly approved by the City. The insurance shall protect both the contractor and the City as their respective interests appear. Builder's Risk Insurance shall include extended coverage.

(a) Workman's Compensation - Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include employer's liability with a limit \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

(b) Public Liability and Personal Damage Insurance. Public Liability Insurance coverage shall have minimum limits of \$1,000,000 bodily injury or death for one (1) person and \$1,000,000 for each accident. Property Damage Insurance

coverage shall have minimum limits of \$1,000,000 for each accident and \$1,000,000 aggregate for accidents during the accident period.

(c) Motor Vehicle Liability Insurance. Coverage shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.

(d) Other Insurance. The contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amount not less than statutory limits.

(e) Cancellation. Each Certificate of Insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent by registered mail.

(f) Proof of Carriage. The contractor shall furnish the City with satisfactory proof of carriage of the insurance of the required before written approval of such insurance is granted by the City.

(g) Hold Harmless. The contractor shall execute the hold harmless form attached.

4. PROTECTION

The contractor shall be responsible for the entire site and provide all necessary protections, and as required by the City, and by laws or ordinances governing such conditions. He will be responsible for any damage to the City's property, or of that of others on the job, by him, his men, or his subcontractors, and shall make good such damage. He shall be responsible for and pay for any claims against the City.

The contractor shall provide cover and protect all portions of the work when the project is not in progress. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the City.

5. INSPECTION OF WORK

It is a condition of this contract that the work shall be subject to inspection by the City, his designated official representative and those persons required by State Law to test special work for official approval. The contractor shall therefore, provide safe access to the work at all times for such inspections.

6. CONDUCT OF WORKERS

At any time during the completion of the work covered by these specifications, if the conduct of any worker of the various crafts be adjudged ungentlemanly and a nuisance to the City, the contract shall order such parties removed immediately from the grounds.

7. CLEANING

The contractor will keep the site within and around the operations, clean and neat and free of trash and debris accumulations at all times. He will keep it free from inflammable or dangerous stored materials at all times. If such is not done as directed, it will be done by the City and such costs charged to the contractor. Upon completion, all parts of the work shall be left clean and neat to present a finished appearance.

8. INTERPRETATION OF SPECIFICATIONS

The specifications have been divided into sections for ready reference. It is the intention, however, that all applicable portions of the various sections shall apply to all sections unless specifically specified otherwise.

9. USE OF PREMISES

The contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinance, permits or directions of the City and shall not exceed those established limits in his operations.

10. CONTRACTOR'S AFFIDAVIT

The final payment of retained amount due the contractor on account of the contract shall not become due until the contractor has furnished to the City the affidavit, executed waiver and release of lien attached to the effect that all payments for materials, services, or any other reason in connection with his contract have been satisfied and that no claims or liens exist against the contractor in connection with this contract. In the event that the contractor cannot obtain similar affidavits from subcontractors to protect the contractor and the City from possible liens or claims against the subcontractor, the contractor shall state in affidavit that no claims or liens exist against any subcontractor to the best of his (the contractor's) knowledge, and if any appear afterwards, the contractor shall save the City harmless on account thereof.

11. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the contractor shall:

(a) Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

(b) The Contractor shall provide and maintain all necessary employees and equipment and take all necessary precautions to protect the public. He shall make good on any injury, damage, or loss of work and to the property of the City resulting from lack of reasonable protective precautions. Prior to the acceptance of any Proposal, the Contractor must complete and sign the OSHA and Contractor Safety Policy Statement in section OCSS.

(c) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

12. RIGHT TO THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work. Such materials, appliances, and paint as may be on the site of the work and necessary therefor.

13. UNCORRECTED FAULTY WORK AND CORRECTION OF WORK AFTER FINAL PAYMENT

In the event the correction of faulty or damaged work not be completed to the satisfaction of the City, the City shall be reimbursed by the Contractor that value as determined by the units proposed.

Neither the final certificate, final payment, acceptance of the premises by the City, nor any provisions of the Contract, nor any other act or instrument of the City shall relieve the Contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the Specifications. He shall correct or make good any defects due thereto and repair any damage resulting there from which may appear during the period of the guarantee following final acceptance of the work by the City.

14. GUARANTEE

The Contractor shall guarantee his workmanship against defects due to the installation of faulty material or faulty workmanship or negligence for a period of twelve (12) months following the acceptance of work.

CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA

SPECIFICATIONS AND BID DOCUMENTS FOR
LOAD MANAGEMENT SWITCH INSTALLATION

INSTRUCTIONS TO BIDDERS

1. PROPOSALS

Proposals must be made in strict accordance with the Contractor's Proposals provided and must not be detached from these documents and all blank spaces for bids and alternates properly filled in. Numbers shall be stated both in writing and in figures and the complete form shall be without any delineations, alterations, or erasures. In accepting the proposal the City of Washington will assume that no such alterations have been made and if they appear afterwards, they shall not be binding upon the City.

Modifications of bids will be acceptable only if delivered in writing to the place of the bid opening prior to the time for opening bids. Should the bidder find discrepancies in or omissions from the drawings, or documents or should be in doubt as to their meaning, he shall at once notify the City who will send a written instructions to all bidders. The City will not be responsible for any oral instructions. If plans and specifications are found to disagree after contract is awarded the City shall be the judge as to which was intended.

2. BULLETINS AND ADDENDA

Any bulletins or addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in the closing contract they will become a part thereof. Receipt of addenda shall be acknowledged by the bidder in the proposal form.

4. AWARD OF CONTRACT

The award of the contract will be made to the lowest responsible bidder as soon as practicable; provided that in the selection of equipment or materials a contract may be awarded to a responsible bidder other than the lowest in the interest of standardization or ultimate economy if the advantage of such standardization or ultimate economy is clearly evident. The City reserves the right to reject any portion of any or all bids.

5. EXAMINATION OF CONDITIONS

The submission of a bid will assume that the contractor has fully examined the site and knows existing conditions and has made every provision for operation under existing conditions, and has included all necessary items. Failure of the contractor to become fully aware of working conditions shall not become a basis for additional payments in the event adverse working conditions are encountered.

6. PAYMENTS

Payment shall be made after contractor has submitted monthly invoices for switches installed and after the satisfactory switch inspection has been completed by the City.

Monthly invoices shall be forwarded to the Utilities Support Superintendent no later than the 5th day of the month following in order to receive consideration.

7. BIDS TO BE RETAINED

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of ninety (90) days pending the execution of a contract by the successful bidder. Should the successful bidder default and not execute a contract, then if the next low bidder be in line, the contract would be offered to the next lowest and responsible bidder.

8. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinance, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

9. CONTRACTORS LICENSE

Contractors performing this caliber of work must be licensed to do so in the State of North Carolina in accordance with N.C.G.S. 87-15. A current copy of the Contractor's appropriate State of North Carolina License must be submitted with this Proposal, attached where noted and maintained throughout the course of the work.

10. AWARD OF CONTRACT

The City reserves the right to waive minor irregularities or minor errors in any Contractor's Proposal if it appears to be that these irregularities or errors were made through inadvertence. Any irregularities or errors must be corrected by the Contractor before acceptance by the City of Washington.

**CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA**

**SPECIFICATIONS AND BID DOCUMENTS FOR
LOAD MANAGEMENT SWITCH INSTALLATION**

INSTALLATION SPECIFICATIONS

1. Contractor will install load management switches in a workmanlike manner. All applicable local, state, and federal codes shall be followed.
2. Load management switches shall be installed in such a manner as to minimize the number of switches used for each customer residence.
3. Load management switches have the capability to control three (3) independent functions, i.e. Water Heater, Heat Strip, and Air Conditioning. When a customer's service has no more than one each of the above appliances, one and only one switch may be used. Where a service has more than one each of any above listed appliances, the number of switches used shall be equal to the maximum number of any one appliance. If the contractor determines additional load management switches are necessary for a given service, approval shall be obtained from the City of Washington Load Management Inspector, or his designee before any switches are installed.
4. Load management switches shall be installed in an accessible area for ease of maintenance, inspection, and programming.
5. Load management switches shall not be mounted on any water heater, air conditioning unit, heat strip, or any other customer appliance or equipment at any time.
6. Load management switches shall be mounted securely to the wall in a configuration so that lettering and diagrams on the unit are upright and legible. Load management switches are to be mounted flush with mounting surface.
7. When servicing or adding controls to an existing load management switch installation where the switch is only capable of one function, a new switch shall be installed.
8. City will supply the load management switch and accompanying conductor termination enclosure.

9. Contractor will supply all necessary connection materials and tools. These include, but are not limited to: conductor, wire nuts, tie wraps, tape, screws.
10. Contractor shall make appointments with customers to arrange installation times. The City of Washington will not be responsible to contractors work schedule.
11. All load management switch installations shall require a valid City of Washington service order.
12. All installations are considered incomplete until approved by the City Load Management Inspector, or his designee.
13. The contractor shall make every effort have the inspection of the switch installation to coincide with the contractor's installation of the switch and coordinate said schedule with the City load Management Inspector. Advanced notice of the contractor's schedule will greatly enable the City Load Management Inspector to complete inspections in a timely manner. Payment will not be processed without inspection approval.
14. The original service order must be submitted with installation charges to receive payment.
15. Each load management switch used must be accounted for by removing the provided bar code strip from side of the switch and placing it on the original service order in the designated area. (Procedure to be shown to contract holder upon completion of bid process.)
16. The contractor shall bid on a unit installation cost.
17. Conditions may arise where there is currently installed at a customer location older single function load management switches. If this is encountered and additional functions are required at the location, the contractor shall remove the existing switch and install a new switch. The removal cost shall be included on the bid schedule.

ALL INSTALLATIONS OF LOAD MANAGEMENT SWITCHES, CONDUCTORS, AND CONNECTIONS, SHALL BE DONE IN A MANNER COMPLIANT TO ALL APPLICABLE ELECTRIC CODE AND SAFETY STANDARDS.

CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA

SPECIFICATIONS AND BID DOCUMENTS FOR
LOAD MANAGEMENT SWITCH INSTALLATION

FUNCTIONS AND WIRING DESCRIPTION

Each load management switch is capable of three (3) separate functions.

Function 1: F1 - Water Heater: two blue, #10 THHW conductors; 30A control

Function 2: F2 - Air Conditioning: two yellow, #18 THHW conductors; 5A control

Function 3: F3 - Heat Strip or Electric Furnace: two orange, #18 THHW conductors; 5A control

F1 - Water Heater

For a 240V AC Water Heater; one leg shall be routed through the load management switch contacts using #10 or code compliant wire to the blue conductors of the load management switch and returned back to the water heater normal input.

F2 - Air Conditioning

#18 AWG UF, direct burial, stranded 4-wire (red and black). See cable specifications below. Air conditioner compressor control wire shall be routed through the load management switch contacts.

F3 - Heat Strip or Electric Furnace

#18 AWG UF, direct burial, stranded, 4-wire (blue and orange).

All wiring for Function 2 and Function 3 shall be 4-conductor, 4-color, #18 AWG, 7 strand, UF, direct bury wire. The colors used shall be black, red, orange, and blue. Color cannot be changed or substituted. Red and black shall be used for air conditioning compressors. Orange and blue shall be used for heat strip and electric furnace controls.

Conductor Example: Belden-M 27326A E64067 4C18, 600V, Type TC (UL) VNTC or 150V, Type, NPLF, 90°C, DRY, 75°C WET, SUN RES, DIR BUR---FT4, IEEE 1202 2211 09190583 ROHS.

All conductor supplied by contractor shall be approved prior to installation.

All other conductor use shall be #10 UF direct bury. The load management switch junction box comes with THHW #10 and #12 conductors built in. Should the need arise to attach more than one stranded wire with a solid conductor, jumpers shall be used. Overcrowded connectors will not be approved. Internal wiring of the junction box shall not be modified in any way.

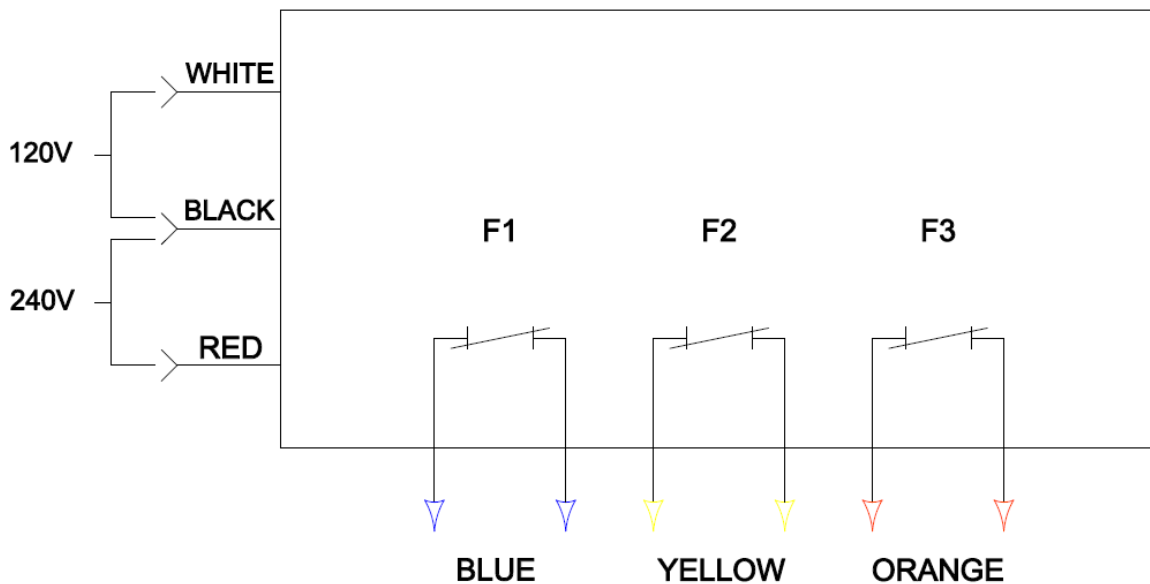
The following is a generic diagram for reference use only:

LOAD MANAGEMENT SWITCH DIAGRAM

FUNCTION 1: 240 VAC, 30A RES.

FUNCTION 2: 24 VAC, 5A RES.

FUNCTION 3: 24 VAC, 5A RES.



CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA

SPECIFICATIONS AND BID DOCUMENTS FOR
LOAD MANAGEMENT SWITCH INSTALLATION

BIDDING INFORMATION

All bids must include:

Price per function switch installation cost. (i.e.. single function switch installation cost; two function switch installation cost; three function installation cost)

Installation cost for a second switch installation with function breakdown unless cost will be same as the first. If a second switch installation cost is not specified the City of Washington will use the original switch pricing for all units installed on a single work order.

Installation costs for new switch when a single function switch is currently installed. Only minor wiring modifications will be required. This cost will include removing the existing switch.

No bid will be accepted that does not clearly list an actual number value (cost) to each of the above required installation breakdown cost.

All specifications shall be carefully followed at all times. Failure to follow all specifications will result in an incomplete job. A work order is considered completed when all required materials have been used and installed, a minimum number of switches have been installed, and the City Load Management Inspector has approved all connections, connectors, wiring runs, conductors, appearance, and accessibility of the switch location.

CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA

SPECIFICATIONS AND BID DOCUMENTS FOR
LOAD MANAGEMENT SWITCH INSTALLATION

BID SCHEDULE

I. Load Management Switch Installation

Single Function Switch \$ _____ per switch installed

Two Function Switch \$ _____ per switch installed

Three Function Switch \$ _____ per switch installed

II. Additional Load Management Switch Installation *(at same location)*

Single Function Switch \$ _____ per switch installed

Two Function Switch \$ _____ per switch installed

Three Function Switch \$ _____ per switch installed

III. Upgrade of Existing Load Management Switch Installation
(upgrade from an existing single-function switch to multi-function switch)

Single Function Switch \$ _____ per switch installed

Two Function Switch \$ _____ per switch installed

Three Function Switch \$ _____ per switch installed

CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA

SPECIFICATIONS AND BID DOCUMENTS FOR
LOAD MANAGEMENT SWITCH INSTALLATION

CONTRACTOR INFORMATION

Respectfully submitted this _____ day of _____, 2010.

Bidder: _____

Address: _____

Address: _____

Address: _____

Contact Name: _____

Phone Number: _____

Facsimile Number: _____

Email Address: _____ *(if available)*

Company Web Site: _____ *(if available)*

Contractor's License Number: _____

(Seal if Bid by Corporation) By: _____
(Sign)

Name: _____

Title: _____

SPACE FOR ATTACHING CONTRACTOR'S LICENSE

City of Washington Contractor Safety Management Policy

Purpose

The purpose of this policy is to protect the City from potential liabilities created by use of outside contractors.

Policy

All contractors performing work for the City of Washington or providing services considered inherently dangerous as defined in this policy, shall comply with the current applicable standards promulgated by the North Carolina Department of Labor Division of Occupational Safety and Health. To assure that compliance takes place, the City must apply certain requirements as part of the bid specification process and the contract. This will allow City Departments/Divisions to select contractors with good safety records and properly trained personnel.

Departments Affected

All Departments/Divisions who use outside contractors that fall within the scope of this policy.

Definitions

Contractor: For the purposes of this policy the term contractor refers to any individual, firm, corporation, or organization that provides or performs inherently dangerous services/work/activities for or on behalf of the City of Washington.

Inherently Dangerous: Work that involves a recognizable and substantial danger. The following are examples of inherently dangerous work/activities. The applicable OSHA Standard Number is provided with notes to help users determine if the requirement is applicable to their project(s).

Confined Space Entry - 1910.146 Permit Required Confined Space or 1910.269(e) Enclosed Spaces

Examples: manholes, lift station wet wells, electrical vaults (enclosed space) The Public Works Department has a Permit-Required Confined Space Policy that lists the location of these spaces with the exception of electrical vaults.

Trenching and Excavation - 1926.650-651, Subpart P This would apply mainly to any work involving digging trenches or excavations in the earth (sewer or water line construction, underground utilities). The standard applies mainly to excavations 5 feet or greater in depth unless otherwise determined by an employee trained as a competent person.

Work performed on any hazardous process at either the water or wastewater plant.
1910.119 (3) (h), Process Safety Management/Contractors

Electric transmission and distribution maintenance, repair, or construction;
1910.269, 1926 Subpart V

Blasting - 1910.109 (Explosives and Blasting Agents)

Fall Protection - 1926.500, Subpart M of the Construction Standard. Fall protection is required when working at or above 6 feet. Examples of this work would include; working on scaffolds, roofing, painting the water tower, work on elevated surfaces where there are not any hand rails (proper height) for protection. A specific standard also exists for scaffolding.

Contractor Review

As part of the bid process, contractors shall submit to the Department/Division head in charge of the contract the following information for evaluation:

OSHA 200 Log results for the past three years;

OSHA citations for the past three years;

Experience Modification Factors (Workers' Compensation) for the past three years;

Contractor's written safety program including documentation of certain types of training specified by the City due to the work involved in the contract;

Contractor's written drug use and alcohol misuse prevention program.

This information shall be considered equally with the other information submitted as part of the bid selection process. Contractors with poor or non-existent safety programs shall not be considered for employment.

Contract Provisions/Language

The language of contracts that fall within the scope of this policy should specify that contractors performing work or providing services for the City of Washington shall be required to comply with all current applicable standards promulgated by the North Carolina Department of Labor Division of Occupational Safety and Health. In addition to stating this requirement, the City may also require specific types of safety training based on the type of work to be performed by the contractor. In order to assure compliance with these regulations, the contract should provide for audits of job sites by either the Risk Manager or other designated representative of the City.

Job Closure Due to Unsafe Conditions

To ensure that the City has the right to act when extremely unsafe conditions are observed, the contract should state that the City's Risk Manager or designated representative shall have the right to stop work if the Risk Manager or representative observes a hazardous situation considered immediately dangerous to the life or health of a contractor's employees. The job shall be closed until the situation is corrected. In all such cases, the City's representative shall attempt to first contact the individual designated by the contractor to respond to all questions/situations involving safety. However, the City does not have to allow a condition to persist to satisfy any requirement to contact the contractor's designated safety person. The City of Washington shall not be liable for any expense or damages incurred by the contractor as a result of the closure of a job site to correct a condition that is immediately dangerous to life or health.

Compliance Responsibility

All contracts will require the contractor to name a safety representative for the project. This individual will be responsible for explaining compliance requirements to the contractor's employees, communicating with the City's designated representative for safety when necessary, and communicating to the owner regarding all safety issues.

Pre-job Safety Orientation

Prior to the start of any work performed by a contractor for the City of Washington, the City's designated representative or Risk Manager will conduct a pre-job safety review with the contractor's designated safety representative. This pre-job review will help ensure compliance with all applicable safety rules and provide for an open line of communication between the contractor's and City's designated safety representatives.

The pre-job safety orientation should include an exchange of the following information:

City's representative will discuss with contractor's representative the area where the contractor's employees will be working;

City's representative will explain the Facility's Emergency Action Plan if work is being performed in or near a facility where the contractor's employees may be affected by the plan;

City's representative will explain requirements for accident reporting;

Both parties will exchange information, if applicable, and as required by the Hazard Communication Standard;

Discussion of PPE (personal protective equipment) available to contractor's employees;

Review of training records and program for any specific type of training required as part of the contract;

Contractor must advise the City of any unique hazards created by the job or found during the work.

Accident Reporting Requirements

Accidents that occur on the job site of a contractor working for the City of Washington shall be reported to the City's Risk Manager. In the event the contractor is working on a hazardous process at either the water or wastewater facility, then the accident must not only be reported but shall also be recorded on an OSHA 200 Log maintained for contractors in compliance with 1910.119, Process Safety Management.

Insurance Requirements

All contracts shall specify the types and limits of coverages based on the recommendations contained in the NC League of Municipalities Risk Management and Loss Control Manual. A copy of these requirements is attached to this policy. In addition to the requirements for the types and limits of coverage, each contract should require the following of the contractor(s):

City shall be named as an additional insured on applicable coverages for duration of contract;

Contract shall contain a hold harmless clause which protects the City from the negligence of the contractor(s);

Contractor is responsible for sending certificates of insurance prior to the start of work and maintaining them as required by section B-12 (special requirements) of the Risk Management and Loss Control Manual.

Site Safety Audit

The City of Washington's Risk Manager or his/her designee shall have the right to periodically audit contractor's job sites to ensure compliance with the provisions of the contract.

Emergency Conditions

In the event of an emergency as determined by the City Manager, the City Manager has the authority based on his/her judgement to temporarily set aside the requirements of this policy.

Signed: _____ Date: _____
 City Manager