

**Area 4**

**Interim Design Services Contract (DSC)**

**Asset Delivery (AD)**

**Scope**

**Annex 13**

**General Health and Safety  
Requirements**

Area 4 Interim AD DSC Contract  
Scope  
Annex 13 General Health and Safety Requirements

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<b>Amend. No.</b>	<b>Revision No.</b>	<b>Amendments</b>	<b>Initials</b>	<b>Date</b>
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## 1. HEALTH AND SAFETY REQUIREMENTS

### 1.1. Vision, Value and Consideration

- 1.1.1. The *Client* seeks to achieve the vision that “no one should be harmed when travelling or working on the strategic road network” and a value that we “keep ourselves and others safe, above all else.”
- 1.1.2. The *Client* wishes to draw the attention of the Consultant to the health and safety considerations, guidance, best practice, legislation and documentation that must be applied and complied with, and which the *Client* expects will operate in relation to the Consultant service provision.

### 1.2. Management of Health and Safety

- 1.2.1. The Consultant’s health and safety management system:
- (1) In March 2018, ISO 45001: 2018 (Occupational health and safety management systems) was published and replaced OHSAS 18001:2007.
  - (2) The Consultant will operate a formal health and safety management system which:
    - complies to either OHSAS18001:2007 or ISO45001:2018 or other approved standard accepted by the *Service Manager* by the end of the Mobilisation Period, and subsequently will,
    - gain certification to ISO45001:2018 by a third-party accreditation body (accredited by UKAS or another body recognised by Highways England) by 31 March 2021, unless the *Service Manager* has accepted that maintaining compliance to another approved standard is acceptable for the duration of the contract.
  - (3) The Consultant develops a formal health and safety system. This includes defining health and safety procedures and processes, operating occupational health surveillance and monitoring, and the development of a proactive health and safety culture. This follows the principles defined by:
    - (a) BS ISO 45001:2018 Occupational health and safety management, or
    - (b) the (UK) Health & Safety Executive (HSE) document HSG65 ‘Successful Health & Safety Management’, or
    - (c) a suitable and equivalent recognised health and safety management system.
  - (4) The Consultant documents the management systems, and fully and effectively implements the systems prior to the commencement of the *service*.

- (5) The Consultant develops its management system with other Community Partners to provide consistency of approach and interoperability, ensuring activities are consistent between all Community Partners allowing seamless provision of service between different sites within the Affected Property.
- (6) The Consultant interfaces and aligns its management system with the *Client's* 'Health and Safety Management System' (HSMS), and the associated policies and procedures.
- (7) The health and safety management system forms part of the Consultant's Quality Plan as defined in Annex 16.

#### 1.2.2. Consultant's occupational health management system:

##### The Consultant

- (1) operates an occupational health management system in line with the requirements of HSE's construction occupational health management model and
- (2) participates in working groups with the aim of improving health and safety management performance in relation to the following topics:
  - (i) Designing for health and safety in buildability and operability and maintenance,
  - (ii) Construction health and safety improvement, and
  - (iii) Sustainable design and sustainable construction.

#### 1.2.3. Subcontractor' health and safety management system:

- (1) The Consultant ensures that any Subcontractor which are working under his control or on sites where he is the principal designer operate a formal health and safety management system which fulfils the requirements set out above.
- (2) The Consultant submits a copy of the Subcontractor health and safety management system to the *Client* prior to commencement of the relevant works or subsequent appointment of the Subcontractor. The *Client* has the right to approve this system or to suggest changes and amendments prior to approval of the system.

#### 1.2.4. Health and safety culture and communication:

- (1) The Consultant
  - (a) operates behavioural safety improvement schemes, and

- (b) participates in initiatives including the European Week for Safety and Health at Work, the Highways England 'Health, Safety and Wellbeing', or other recognised improvement initiatives.
- (c) The Consultant establishes and operates employee consultation arrangements in accordance with applicable health and safety legislation.

1.2.5. Health and safety – exchange of information:

- (1) The *Client* provides information to the Consultant to enable the *service* to be performed in a safe manner,
- (2) A copy of the *Client's* health and safety policies, procedures, and guidance notes are listed in Annex 3,
- (3) The Consultant provides information in a manner and form specified by the *Client*.
- (4) The Consultant without delay brings to the attention of the *Client* any previously unrecognised significant situation or discovery that may have detrimental effect to the health and safety of persons.

1.2.6. Health and safety advice:

- (1) The Consultant retains, as part of the management structure, competent health and safety advisers.
- (2) The minimum requirements for the Consultant health and safety adviser(s) are:
  - (a) corporate membership of IOSH and qualified to NEBOSH Construction Certificate or higher,
  - (b) a minimum of two years' related experience as a health and safety adviser, and
  - (c) a good working knowledge of legislation, guidance and standards relevant to the proposed work.

1.2.7. Health & safety competence of Consultant's employees:

- (1) The Consultant ensures that its employees are competent to provide the *service*,
- (2) The Consultant provides to the *Client* upon request, information about the Consultant's arrangements for assuring competence of the Consultant's employees,

- (3) The Consultant provides to the *Client* upon request, records of training of the Consultant's employees,
- (4) Unless specified otherwise herein, all training of Consultant's employees is at the Consultant's cost,
- (5) Before commencement of the *service* the Consultant provides to the *Client* a signed summary statement that all the Consultant's employees are competent to undertake the roles for which they have been supplied. The Consultant provides further such summary statements to the *Client* as additional Consultant employees are appointed.

1.2.8. For those roles where no suitable recognised competence standards exist, the Consultant provides information on the selection criteria and/ or method used to provide assurance of the individual's competence. These may include reference to the selection process used prior to employment, any subsequent appraisals of performance, competence, and any relevant training and experience.

1.2.9. Health and safety in design:

- (1) The Consultant ensures that assets including Materials and Equipment are designed in accordance with any legal requirements, and *Client* standards and specifications.

1.2.10. Incident reporting, investigation, and follow-up:

- (1) The Consultant complies with *Client's* Interim Advice Note 128/15AR Highways England Supply Chain Health and Safety Incident Reporting ("IAN 128"), or its later update or replacement, including any time periods required by IAN 128. If no time period is specified in IAN 128 the *period of reply* applies unless agreed otherwise by the *Service Manager*,
- (2) The Consultant complies with *Client's* CHE 415/18 Incident Reporting Standard, or its later update or replacement, including any time periods required by CHE 415/18. If no time period is specified in CHE 415/18 the *period of reply* applies unless agreed otherwise by the *Service Manager*,
- (3) Following the notification of an incident, the Consultant, in line with the *Client's* standards, determines if a formal investigation is required, and if necessary follows the notification, investigation and reporting procedures as set out therein,
- (4) Nothing prevents the Consultant from carrying out its own investigation of an incident, and in such case, the Consultant provides a copy of its completed incident report to the *Client*,

- (5) Investigations by the Consultant are undertaken by a competent person who has training, knowledge and experience in effective accident/incident investigation.
- (6) The incident report provides
  - information on the circumstances surrounding the accident/ incident and any remedial measures to be taken in order to prevent a recurrence, and
  - relevant photographs and statements as an integral part of the report.
- (7) Where the Consultant is compiling a draft investigation report, the Consultant discusses the findings of the draft report with the *Client* prior to the production of the final draft of such a report.
- (8) The Consultant implements applicable recommendations arising from incident investigations.
- (9) The *Client* has the right to investigate any incidents wherever they may occur,
- (10) The Consultant provides the *Client* unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the Consultant or the Subcontractor for this purpose (subject to any statutory or contractual obligation prohibiting this access).
- (11) The Consultant provides a copy all documents related to an incident to *the Service Manager*. Any document that would otherwise fall to be disclosed by the *Consultant* to the *Client* may be withheld by the Consultant provided the Consultant's legal advisor confirms to the *Client* that the document is:
  - a confidential communication between the Consultant and its legal advisor for the purposes of seeking or giving legal advice that the legal advisors would normal expect to be given legal privilege in the normal course of its business with the Consultant, or
  - a confidential communication between the Consultant or its legal advisers and third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact finding inquiries).
- (12) The Consultant ensures that all subcontracts (at any stage of remoteness from the *Client*) contain requirements similar to paragraphs 1.2.10 and 1.2.11.

#### 1.2.11. Incident statistics:

- (1) The Consultant, if requested by the *Client*, supplies detailed reports of accident and incident statistics for all site based activities to the *Client* in a format and at periods specified by the *Client*.

1.2.12. Performance reporting:

- (1) The Consultant provides the *Client* with the following monitoring information for all *Client* contracted activity no later than the first (1<sup>st</sup>) working day of each month:
  - (a) a total of the number of all man-hours worked on behalf of the *Client* during the preceding month,
  - (b) the average number of people employed during the preceding month,
  - (c) a confirmation that all accident, incident, high potential near-miss, and undesired circumstance occurrences have been appropriately recorded upon the Highways England AIRSweb system.

1.2.13. Health and safety management audit:

- (1) The *Client* has unrestricted access at all reasonable times to the premises, Equipment and/or materials, Employees and records of the Consultant and the Subcontractor (s) subject only to any statutory or contractual obligation prohibiting the disclosure of any such records by the Consultant) to audit any or all of the Consultant health and safety management systems,
- (2) The Consultant implements all recommendations from such audits agreed by the *Client* within a timescale mutually agreed between the *Client* and the Consultant. The Consultant includes in all subcontracts, the rights of access for the *Client* as described herein.

1.2.14. Construction Design and Management (CDM) Regulations 2015 compliance:

- (1) The *Client* appoints relevant CDM Duty Holders' in writing, based upon a review of an organisations ability and competence to perform the role/duty for the particular scheme/ project/ service.
- (2) 'Duty holders' (principal designer and designer) discharges their obligations under the CDM Regulations in compliance with any Approved Code of Practice or best practice guidance issued by the HSE, and provides the *Client* with evidence of such compliance, and ensure competent resources are maintained to continuously fulfil duty requirements throughout the scheme or project.
- (3) Principal designer or designer duties may be undertaken by the Consultant organisation, in respect of the service to which CDM 2015 applies.
- (4) The principal designer undertakes to commence the formulation of the health & safety file during the pre-construction phase, in consultation with the principal contractor.

- (5) During the pre-construction phase and before setting up a construction site in the Affected Property, the Consultant draws up a Construction Phase Plan in respect of the relevant works in compliance with Regulation 12(2) of the CDM Regulations and provides a copy of the Plan to the *Service Manager*.

1.2.15. Medical fitness:

- (1) The Consultant formally advises the *Client* of any known medical disability or condition of any Consultant employees, or subconsultant's employees, or employees of any other related party, of which the Consultant is aware which may adversely affect his/ her own health or safety, or the health or safety of others,
- (2) On request, the Consultant submits to the *Client* such records and/ or other evidence as may be reasonably required by the *Client* to demonstrate compliance with this section.

1.2.16. Health assessment and control:

- (1) Health Surveillance - The Consultant ensures that its employees are provided with such health surveillance as is appropriate having regard to the risks to their health and safety which are identified by the risk assessment and in accordance with statutory legislation, including but not limited to health and safety.
- (2) Wellbeing - The *Client* recognises the benefits gained by offering wellbeing services for the prevention and identification of stress related conditions. The Consultant makes such services available to its employees. The *Consultant* monitors and records working days lost due to illness and working days lost due to stress related conditions and introduces management systems for minimising ill health. This data is supplied on request to the *Client*.

1.2.17. Alcohol and substance abuse:

- (1) The Consultant is responsible for ensuring his employees, whilst engaged in the performance of any contracted service, are not at any time in possession of, do not take, have not taken, and/ or are not under the influence of any intoxicating substance, or alcohol, or drug, hereinafter referred to as a 'prohibited substance'.
- (2) These requirements do not apply where necessary in the case of Consultant employees possessing a prohibited substance for bona fide medical reasons, for which the Consultant has obtained the prior written approval of the *Client* for such Consultant employees to be engaged in the performance of the service. The *Consultant* notifies the *Client* of any Consultant employees who are undergoing a voluntary detoxification/ rehabilitation programme

whereupon the *Client* has the right to prevent such Consultant's employees from Providing the Service,

- (3) Where the *Client* is of the opinion that any of the Consultant employees employed may be in contravention of any of these requirements, the *Client* has the right to carry out, or insist that the Consultant performs the following:
  - a) breath testing by breathalyser and/ or urine testing by urinalysis as appropriate of such Consultant employees, and/or,
  - b) a search of personal possessions and/ or immediate work area of such Consultant employees for evidence of a prohibited substance or items associated therewith.
- (4) The Consultant does not subsequently employ those personnel who, whilst undergoing a pre-employment medical examination, are found to have taken any prohibited substance,
- (5) In the event that Consultant employees refuse to undertake either the foregoing medical tests and/ or search of person or possessions, or are tested positive, or are found in possession of any prohibited substance or items associated therewith, the *Client* has the right to have such Consultant employees immediately removed from the Affected Property,
- (6) Unless otherwise agreed to in advance in writing between the parties, such Consultant employees are thereafter not to be employed to carry out any *Client* contracted service in any location whatsoever,
- (7) The Consultant ensures that all Consultant employees or Subcontractor parties are made aware of and comply with these requirements.

1.2.18. Unsatisfactory conduct or requirement breach:

- (1) If, in the opinion of the *Client*, the Consultant is Providing the Service in a manner which is not to its satisfaction or constitutes a breach of any of the requirements of:
  - (a) any statutory legislation,
  - (b) the Consultant health and safety management system, or
  - (c) the Subcontractor's health and safety management system, or
  - (d) the *Client's* Health and Safety Management System,the *Client* advises the Consultant accordingly by notice in writing.

- (2) Where the Consultant has been advised by the *Client* of a breach, the Consultant corrects the situation by the date specified by the *Client*.
- (3) The advice provided by the *Client* includes the *Client's* reasons for highlighting any breach and outlines the steps required of the Consultant to rectify the said breach or failing in Providing the Service.

1.2.19. Health and safety – charity based incentive schemes:

- (1) The *Client* supports and promotes the use of charity based incentive schemes as an aid to improving health and safety performance.
- (2) It is a requirement that the Consultant also adopts such schemes and includes a combination of local and national charities if requested to do so by the *Client*.

1.3. **Health and Safety Maturity Matrix Action Plan**

- 1.3.1. The Consultant prepares a Health and Safety Maturity Matrix Action Plan ('HSMM Action Plan') and submits it to the *Service Manager* not later than 6 weeks following the Contract Date.
- 1.3.2. The HSMM Action Plan is based on the Health and Safety Maturity Matrix ('HSMM') and the associated implementation plan produced by the Consultant (or, where the Consultant is a joint venture, by each Consortium Member). It details the specific actions to be taken under this contract by the Consultant and its subcontractors (at any stage of remoteness from the *Client*) in order to support delivery of the improvements identified in the implementation plans for the *Consultant* or each Consortium Member.
- 1.3.3. The Consultant updates the HSMM Action Plan as needed to support delivery of the improvements identified in the implementation plans and, in any case, on each anniversary of the Contract Date. The annual updates are based on the updated HSMM and implementation plans produced by the Consultant (or, where the *Consultant* is a joint venture, by each Consortium Member).
- 1.3.4. The Consultant keeps a controlled copy of the HSMM Action Plan available for inspection by the *Client* and his representatives (including the *Service Manager*) at all times.
- 1.3.5. The *Service Manager* notifies the Consultant if at any time he considers that the HSMM Action Plan
  - does not comply with the requirements of this contract or
  - is not capable of delivering the improvements identified in the implementation plans.

- 1.3.6. Following such notification, the Consultant reviews the HSMM Action Plan and reports to the *Service Manager* setting out his proposed changes. If the *Service Manager* accepts the proposals, the HSMM Action Plan is changed.

#### **1.4. Management of Road Risk**

- 1.4.1. The *Client* supports and promotes the use of systems and procedures for the effective management of occupational road safety.
- 1.4.2. The Consultant has similar systems in place in accordance with UK HSE or industry guidance. This includes systems for assessing traffic management, driver competency, provision of driver safety training, vehicle maintenance, and accident and incident investigation.

#### **1.5. Driving for Better Business**

- 1.5.1. The Consultant manages work-related road safety (WRRS) to an appropriate standard as part of their organisation's health and safety at work programme.
- 1.5.2. Within six months of the *starting date*, the Consultant:
- (1) Undertakes a risk assessment of their 'driving at work' activities which covers all drivers and vehicles that may be used on business.
  - (2) Develops and implements a 'driving for work' policy, or suite of policies, that complies with Health and Safety Executive (HSE) guidance and applies to all areas of the business, all types of driving undertaken, and is communicated effectively to all employees who may drive on business.
  - (3) Prepares a statement from the CEO or board director responsible for WRRS that speaks to the importance attached to work-related road safety by the business and its senior management.
  - (4) Implements an effective system for measuring and monitoring fleet activity including the frequency and severity of any collisions, together with driver and vehicle compliance. This includes as a minimum:
    - a) records of crashes and investigation results
    - b) driver training or education supplied
    - c) policy acceptance
    - d) driver licence checking
    - e) vehicle checks and defect reporting, etc
  - (5) Implements an effective system for promoting the same level of awareness regarding WRRS, and compliance with HSE guidance with subcontractors.

Subcontractors are required to complete 'the Driving for Better Business Commitment' <http://www.drivingforbetterbusiness.com/getting-started/the-commitment/> a self-declaration that they manage WRRS to minimum acceptable level. The Consultant should take any measures necessary to ensure they are satisfied this declaration is correct.

- (6) Demonstrates to the *Client* the reduction of collisions, incidents or instances of non-compliance year on year, or provides a reasonable explanation if this is not the case.
- (7) includes these requirements in all subcontracts and supply agreements

1.5.3. The Consultant works towards becoming a Business Champion in Highways England's Driving for Business Campaign. Where the Consultant is already working for the *Client* on another contract, they are required to become a DfBB Business Champion by 1st April 2019. Where the Consultant is a new supplier to the *Client* they have 6 months in which to become a DfBB Business Champion from the time they are appointed.

## 1.6. Security

### 1.6.1. Security:

- (1) The *Client* requires the Consultant and Consultant's employees to consent to the searching at any time by an authorised representative of the *Client* of their person or of any article including, without limitation, any container, package, box, holdall, suitcase or vehicle which is in the possession or use of Consultant's employees on *the* Affected Property, or being retained by the *Client* on behalf of the Consultant or Consultant's employees,
- (2) Any person not complying or unwilling to comply with the requirements above, is not permitted access to the Affected Property or is removed from the Affected Property and the *Client* does not accept liability for any costs arising directly or indirectly out of such circumstances.