



## **Highways England**

# **Technical Surveys and Testing Engineering and Construction Short Contract for M5 Portbury J19 N&S MP145 Joints Works Information - Appendix 1 Supplementary Constraints**

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## **1 INTRODUCTION**

### **1.1 General**

- 1.1.1 The purpose of this document is to communicate the *Employer's* vision, imperatives, values and key objectives along with general constraints and Health & Safety obligations expected of any TST *Contractor*. Any matters which are project related or site specific will be contained within the project specific Contract Data, Works Information/Scope and Site Information.

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## **2 VISION, IMPERATIVES, VALUES, AND KEY OBJECTIVES**

### **2.1 Purpose**

- 2.1.1 The purpose of this section is to communicate the Employer's vision, imperatives, values and the key objectives of this contract. To outline the Employer's expectations regarding how the Contractor must support delivery of these.
- 2.1.2 The Employer is a road operator responsible for managing the busiest network in Europe, carrying one-third of all road traffic and two-thirds of freight traffic in England.
- 2.1.3 The roads that make up England's Strategic Road Network are a key enabler of economic growth and prosperity and are essential to the quality of life of the nation.
- 2.1.4 The Employer's role is to deliver a better service for road users and to support a growing economy. It must operate, manage and improve the Strategic Road Network in the public interest and maintain the network on a day-to-day basis and provide effective stewardship of the network's long term operation and integrity.

### **2.2 The Employer's Vision**

- 2.2.1 The *Employer's* vision as set out in the [Road Investment Strategy](#) (RIS), is to revolutionise our roads and create a modern Strategic Road Network (SRN) across England over the next 25 years. We will play our part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.

### **2.3 The Employer's imperatives**

- 2.3.1 The *Employer's* three imperatives are safety, customer service and delivery. The imperatives set out what we do.

### **2.4 The Employer's values and expectations**

- 2.4.1 The *Employer's* values are:
- **Safety** – We care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our network.
  - **Integrity** - We are custodians of the network, acting with integrity and pride in the long-term national interest.
  - **Ownership** – We have a clear vision for the future of the network and find new ways to deliver by embracing difference and innovation, while challenging conventions.

- **Teamwork** - We have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners.
- **Passion** - Building on our professionalism and expertise, we are always striving to improve, delivering a network that meets the needs of our customers.

2.4.2 The *Employer's* values describe how we deliver our vision and imperatives, how we treat each other, and expect to be treated, how we want to be seen as an organisation and how we do business.

2.4.3 The *Contractor* will have values that support those of the *Employer* and will engender constructive and desired behaviours that enable a collaborative approach to achieving the *Employer's* outcomes. Our supply chain will support our vision and values at all times, which means:

- Putting the health and safety of the customer and workforce first and encouraging a strong health and safety culture,
- Mature, open, flexible and collaborative working relationships,
- Understanding each other's priorities and objectives, and always putting the customer at the heart of everything we do,
- Sharing high quality information,
- Delivering high performance,
- Working to build more sustainable businesses,
- Engagement and working collaboratively with stakeholders,
- Forging stronger relationships with local communities.

## 2.5 The Employer's Outcomes

2.5.1 The Strategic Business Plan 2015 – 2020 sets out the *Employer's* main activities to improve the capacity and performance of the network and how the *Employer* will do it.

2.5.2 This contract plays a key role in assisting and enabling the *Employer* to achieve its outcomes of:

- Supporting economic growth
- A safe and serviceable network
- A more free flowing network
- An improved environment
- A more accessible and integrated network

This will be achieved through:

- Planning for the future,
- Growing capability,
- Building Relationships,
- Efficient and effective delivery
- Improving customer interface.

## **2.6 The Asset Deliver (AD) - Core Principles and Key Objectives**

2.6.1 The AD operating model involves the insourcing of decision making related to investment planning, asset needs and solutions and operational management. The approach will deliver the following core principles,

2.6.2 The *Employer* will

- ensure a healthy and safe working and travelling environment,
- be flexible and responsive to meet the needs of customers,
- own key investment and maintenance planning decisions,
- develop our asset information and cost intelligence to improve investment and maintenance decision making working towards whole life costing and improving efficiency,
- own planning and sequencing of work and manage network occupancy to improve network availability and customer satisfaction, develop active relationships with all of our stakeholders.

2.6.3 These principles will help the *Employer* to take direct ownership of the aspects of delivery which are core to our reputation and performance. They will allow the *Employer* to improve the quality and flexibility of its service and drive the efficiencies needed to meet affordability constraints, providing better customer service and a more resilient network at lower cost.

## **2.7 Technical Surveys and Testing Contract**

2.7.1 An essential part of maintaining the Highways England Area asset is making informed investment decisions based on asset condition. The technical survey and testing works to be provided under this contract relate to understanding asset condition to inform highway renewal and improvements works in the Area.

### **3 CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE WORKS**

#### **3.1 Quality Management**

3.1.1 The *Contractor* must provide the *works* under a quality management system which:

- (1) is certified to ISO 9001,
- (2) incorporates an environmental management system which works to the principles of ISO 14001
- (3) complies with good industry practice and encourages innovation during the contract duration.

3.1.2 The *Employer* may carry out audits of the *Contractor's* quality management system from time to time. The *Contractor* allows access at any time within working hours to any place where he or any Subcontractor carries out any work that relates to this contract for the *Employer* to carry out audits, to inspect work and materials and generally to investigate whether the *Contractor* is performing his obligations under this contract. The *Contractor* provides all facilities necessary to allow such audits and inspections to be carried out.

#### **3.2 Commercial Management**

3.2.1 The *Contractor* includes on his invoices the requisition number and, where appropriate, the purchase order number.

3.2.2 The *Contractor* submits with any invoice such records as the *Employer* requires, including a monthly statement of accounts in a format agreed by both parties, indicating amounts billed, paid to date and outstanding payments to date.

3.2.3 The *Contractor* notifies the *Employer* of the name and address of his bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.

#### **3.3 Project Management**

##### Right to use material

3.3.1 The *Employer* may use material provided by the *Contractor* under this contract for any purpose.

##### Working with Others

3.3.2 The *Contractor* does not enter into commitments when dealing with third parties that might impose any obligations on the *Employer* except with the consent of the *Employer*.

### Meetings and reports

- 3.3.3 The *Contractor* reports on the performance of the *works* and attends all meetings arranged by the *Employer* for the discussion of matters connected with the performance of the *works*.
- 3.3.4 Where the *works* are delivered over a period of greater than one month, the *Contractor* submits a Monthly Review Progress Report in accordance with the guidance in Annex 2.
- 3.3.5 Where the *works* are delivered over a period of greater than one month, the *Contractor* attends a monthly progress and planning meeting to be held at the *Employer's* offices.

### Drawings, specifications, software, designs and other data

- 3.3.6 The *Contractor* delivers to the *Employer* on Completion the final 'deliverable' version of any data in an agreed format.
- 3.3.7 If this contract is terminated the *Contractor* delivers to the *Employer* working versions of each deliverable that has not been completed.
- 3.3.8 If information is to be exchanged electronically, the *Contractor* complies with the *Employer's* procedures for safeguarding the connection and the format of transmitted data.
- 3.3.9 The *Contractor* provides to the *Employer* copies of such records and documents as the *Employer* requests.
- 3.3.10 The *Contractor* complies with the *Employer's* Visual identity – Requirements for our Suppliers in Annex 2.

### Records

- 3.3.11 The *Contractor* creates and maintains records in accordance with Annex 2.
- 3.3.12 The *Contractor* delivers all records created and maintained in Providing the Works to the *Employer*, at the *completion date* or at a time agreed with the *Employer*.

## **3.4 Information security**

- 3.4.1 The *Contractor* prepares a robust information security plan complying with the *Employer's* security policy and submits it to the *Employer* for acceptance. The *Contractor* includes the security plan in its quality management system. The security plan includes procedures which:

- (1) ensure compliance with the Data Protection Acts



- (2) protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
- (3) ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,
- (4) protect IT systems from viruses and similar threats and
- (5) provide for disaster recovery, and in particular ensure that the Personal Data is safely backed-up.

3.4.2 The *Contractor* provides training for its employees and Subcontractors in accordance with the *Employer's* security policy and the security plan.

3.4.3 The *Contractor* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Works.

### **3.5 Contractor's premises and Access and Storage to Employer's Data**

3.5.1 Any Risk Assessment is carried out by the *Employer* in accordance with or any later revision or replacement.

3.5.2 Except as expressly specified otherwise in this contract, the *Contractor* provides all premises necessary to Provide the Works.

3.5.3 The *Contractor* does not use any premise to Provide the Works until

- the premise has successfully passed the Risk Assessment. The *Employer* may request the *Contractor* to provide any information required to support any Risk Assessment or
- the *Employer* has confirmed that a premise does not require to be assessed in accordance with the Risk Assessment.

3.5.4 The *Contractor* provides the *Employer* with any information required to support any Risk Assessment.

3.5.5 The *Contractor* does not store any of the *Employer's* data that is classified as Official or higher in accordance with "Government Security Classifications" dated April 2014 (or any later revision or replacement)

- Offshore or
- in any way that it could be accessed from an Offshore location

until the *Employer* has confirmed to the *Contractor* that either

- the *Employer* has gained approval for such storage in accordance with "Offshoring information assets classified at OFFICIAL" dated November 2015 (or any later revision or replacement) or
- such approval is not required.

- 3.5.6 The *Contractor* complies with a request from the *Employer* to provide any information required to allow the Employer to gain approval for storing data or allowing access to data from an Offshore location in accordance with 5.10.5.

### **3.6 Information systems**

- 3.6.1 The *Contractor* interfaces with the *Employers* fileshare system, or other electronic information interface as agreed with the *Employer*, for:

- (1) the management of information and records relating to the *works* and
- (2) receiving and transmitting communications, information, records and data from and to the *Employer*.

### **3.7 HR, Competence and Training**

- 3.7.1 The *Contractor* provides details of its approach to Inclusion and Sustainability where requested by the *Employer*.
- 3.7.2 The *Contractor* either employs the *key persons* identified at the time of tender to Provide the Works, or employs a replacement person who has been accepted by the *Employer*. The *Contractor* submits the name, relevant qualifications and experience of a proposed replacement person to the *Employer* for acceptance. A reason for not accepting the person is that his relevant qualifications and experience are not as good as those of the person who is to be replaced.

### **3.8 Network Occupancy and Traffic Management**

- 3.8.1 The *Contractor* complies with the requirements of the Network Occupancy Requirements in Annex 1.
- 3.8.2 The *Employer* provides the temporary traffic management detailed in Section 5 of the works Information for the use of the *Contractor* to Provide the Works.
- 3.8.3 The *Contractor* provides all other access equipment necessary to Provide the Works, with the exception of any items detailed in Section 5 of the Works information
- 3.8.4 The *Contractor* collaborates with the *Employer* and Others to share temporary traffic management and road space.
- 3.8.5 The *Contractor* obtains a motorway permit, or replacement permit system, from the *Employer* before accessing the site and wears all necessary PPE.
- 3.8.6 The *Contractors* staff do not access the site without the appropriate health and safety site induction from the *Contractor*, in accordance with the requirements of Annex 1.

- 3.8.7 Where working on site under the control of Others, the *Contractors* staff do not access the site without completing the appropriate site induction from the principal contractor.

### **3.9 Discrimination**

- 3.9.1 The Contractor does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Equality Act 2010, any predecessor statute of it or any amendment or re-enactment of it from time to time (the “Discrimination Acts”).
- 3.9.2 In Providing the Works, the Contractor co-operates with and assists the Employer to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.
- 3.9.3 Where any employee or subcontractor employed by the Contractor is required to carry out any activity on the Employer’s premises or alongside the Employer’s employees on any other premises, the Contractor ensures that each such employee or subcontractor complies with the Employer’s employment policies and codes of practice relating to discrimination and equal opportunities.
- 3.9.4 The Contractor notifies the Employer in writing as soon as he becomes aware of any investigation or proceedings brought against the Contractor under the Discrimination Acts in connection with this contract and
- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
  - attends (and permits a representative from the *Employer* to attend) any associated meetings,
  - promptly allows access to any relevant documents and information
  - and cooperates fully and promptly with the investigatory body, court or tribunal.
- 3.9.5 The *Contractor* includes in the conditions of contract for each subcontract obligations substantially similar to those set out above.

### **3.10 Disclosure of Information**

- 3.10.1 The Contractor acknowledges that the Employer may receive Disclosure Requests and that the Employer may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the Employer consults with the Contractor before doing so in accordance with the relevant Code of Practice. The Contractor uses his best endeavours to respond to any such consultation

promptly and within any deadline set by the Employer and acknowledges that it is for the Employer to determine whether or not such information should be disclosed.

- 3.10.2 When requested to do so by the Employer, the Contractor promptly provides information in its possession relating to this contract and assists and co-operates with the Employer to enable the Employer to respond to a Disclosure Request within the time limit set out in the relevant legislation.
- 3.10.3 The Contractor acknowledges that the Employer may receive Disclosure Requests and that the Employer may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the Employer consults with the Contractor before doing so in accordance with the relevant Code of Practice. The Contractor uses his best endeavours to respond to any such consultation promptly and within any deadline set by the Employer and acknowledges that it is for the Employer to determine whether or not such information should be disclosed.
- 3.10.4 When requested to do so by the Employer, the Contractor promptly provides information in its possession relating to this contract and assists and co-operates with the Employer to enable the Employer to respond to a Disclosure Request within the time limit set out in the relevant legislation.
- 3.10.5 The Contractor promptly passes any Disclosure Request which it receives to the Employer. The Contractor does not respond directly to a Disclosure Request unless instructed to do so by the Employer.
- 3.10.6 A Disclosure Request is a request for information relating to this contract received by the Employer pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.
- 3.10.7 The Contractor acknowledges that the Employer is obliged to publish the provisions of this contract in accordance with the Cabinet Office Efficiency Reform Group Guidance Note entitled “Transparency - Publication of New Central Government Contracts” dated December 2010 (or any later revision) except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The Employer consults with the Contractor before deciding whether information is exempt, but the Contractor acknowledges that the Employer has the final decision. The Contractor co-operates with and assists the Employer to publish this contract in accordance with the Employer’s obligation.

### **3.11 Conflict of interest**

- 3.11.1 The *Contractor* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Contractor* notifies the *Employer* if there is any uncertainty about whether a conflict of interest may exist or arise.

### **3.12 Anti Bribery and Fraud**

- 3.12.1 The *Contractor* complies (and ensures that any person employed by him or acting on his behalf complies) with the *Employer's* Anti Bribery Code of Conduct and Anti-Fraud Code of Conduct, collectively "the Codes". The *Contractor* complies with the Codes until Completion and with

- paragraph 4 of the *Employer's* Anti Bribery Code of Conduct and
- paragraph 3 of the *Employer's* Anti-Fraud Code of Conduct

until 6 years after Completion.

- 3.12.2 A failure to comply with this condition is treated as a substantial failure by the *Contractor* to comply with his obligations.

- 3.12.3 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Employer*) contains provisions to the same effect as this clause.

### **3.13 Reporting, Small and Medium Enterprises**

- 3.13.1 In this clause a SME is

- a subcontractor or
- a subsubcontractor to a subcontractor

and

- is autonomous,
- is a European Union enterprise not owned or controlled by a non-European Union parent company,
- for a medium sized enterprise (medium class) employs fewer than 250 staff, has turnover no greater than 50 million Euros and does not have a balance sheet greater than 43 million Euros,
- for a small sized enterprise (small class) employs fewer than 50 staff, has turnover no greater than 10 million Euros and does not have a balance sheet greater than 10 million Euros and
- for a micro sized enterprise (micro class) employs fewer than 10 staff, has turnover no greater than 2 million Euros and does not have a balance sheet greater than 2 million Euros.

3.13.2 For each SME employed on the *services*, the *Contractor* reports to the *Employer* each quarter from the *starting date* until Completion and at the *defects date*

- the name of the SME,
- the class of SME (medium, small or micro),
- the value of the contract undertaken by the SME,
- the monthly amounts paid to the SME in the quarter and
- the aggregated value paid to the SME since the *starting date*.

3.13.3 The *Contractor* acknowledges that the *Employer* may

- publish the information supplied under paragraph 5.18.2, along with the *Contractor's* name and this contract name and
- pass the information supplied under this paragraph 5.18 to any Government Department who may then publish it along with the names of the SMEs, the *Contractor's* name and this contract name.

3.13.4 The *Contractor* ensures that the conditions of contract for each subcontractor who is an SME include

- a term allowing the *Employer* to publish the information supplied under 5.18.2 and
- provisions to the same effect as paragraphs under 5.18.

### **3.14 Fair Payment**

3.14.1 The *Contractor* complies with the *Employer's* Fair Payment Charter.

### **3.15 Confidentiality**

3.15.1 The *Contractor* keeps (and ensures that its employees and subcontractors keep) confidential and does not

- disclose to any person the terms of this contract nor
- use (except for the purposes of this contract) or disclose to any person any confidential or proprietary information (including Personal Data) provided to or acquired by the *Contractor* in the course of Providing the Works

except that the *Contractor* may disclose information

- to its legal or other professional advisers,
- to its employees and subcontractors as needed to enable the *Contractor* to Provide the Works,
- where required to do so by law or by any professional or regulatory obligation or by order of any court or governmental agency, provided that prior to disclosure the *Contractor* consults the *Employer* and takes full account of the *Employer's* views about whether (and if so to what extent) the information should be disclosed,

- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the *Contractor* or
- with the consent of the *Employer*.

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## **ANNEX 1 – GENERAL HEALTH AND SAFETY REQUIREMENTS**

### **1. Health and Safety**

- 1.1. The *Employer* seeks to achieve the goals of no accidents and no harm arising from services provided on behalf of the *Employer*.
- 1.2. The *Employer* wishes to draw the attention of the *Contractor* to the statutory legislation and Highways England documentation that must be applied and complied with, which the *Employer* expects will operate in relation to this Contract.
- 1.3. The *Contractor* shall comply with the requirements of Highways England's safety passport scheme and ensure that all of his employees, and any of his subcontractor's, are registered in accordance with the implementation of the scheme.

## **2. Management of Health, Safety and Environment**

### **2.1 Contractor's health, safety and environmental management system:**

- (1) The *Contractor* develops a formal health, safety and environmental management system. This includes the operation of health and safety management systems, health surveillance and the development of a proactive health, safety and environmental culture. This follows the principles outlined in:
  - (a) the UK Health & Safety Executive's document HSG 65 "Successful Health & Safety Management", and
  - (b) BSI OHSAS 18001 Occupational Health and safety Management Systems - specification, or
  - (c) it must be a suitable and equivalent recognised health, safety and environmental management system.
- (2) The management system works to the principles of ISO 14001 environmental management systems,
- (3) The *Contractor* documents the management system and fully and effectively implements the management system prior to the commencement of the *works*,
- (4) The *Contractor* develops their health, safety and environmental management system with other Area contracts and frameworks to provide consistency of approach and interoperability, ensuring activities such as health and safety site induction is consistent between all other Area contracts and frameworks allowing seamless movement of workers between different sites within the Affected Property.
- (5) The *Contractor* interfaces and aligns their health, safety and environmental management system with the *Employer's* health, safety



and environmental management systems, policies, procedures and requirements.

2.2 Subcontractor's health, safety and environmental management system:

- (1) The *Contractor* ensures that any Subcontractors which are working under his control have a formal Subcontractors Health, Safety and Environmental Management System which fulfils the requirements set out above,
- (2) The *Contractor* submits a copy of the Subcontractor management system to the *Employer* prior to commencement of the relevant Works or subsequent appointment of the Subcontractor. The *Employer* has the right to approve this system or to suggest changes and amendments prior to approval of the system.

2.3 Medical fitness:

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

2.4 Health assessment and control:

- (1) **Health Surveillance** - The *Contractor* ensure that his 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, safety and the environment.
- (2) **Wellbeing** - The *Employer* recognises the benefits gained by offering wellbeing services for the prevention and identification of stress related illnesses. The *Contractor* makes such services available to their employees. The *Contractor* monitor and record working days lost due to illness and working days lost due to stress and introduce management systems for minimising ill health. This data is supplied on request to the *Employer*.

2.5 Action to rectify breaches:

- (1) If, in the opinion of the *Employer*, the *Contractor* is Providing the Works 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 *Contractor's* management system, or
- (c) the Subcontractor management system, or
- (d) the *Employer's* Health, Safety and Environmental Management System, or
- (e) the *Contractor's* environmental management system, or
- (f) the *Employer's* environmental management system, or

the *Employer* shall advise the *Contractor* accordingly by notice in writing.

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

## 2.6 Health, safety and environmental culture:

- (1) The *Contractor*:
  - (a) operates Behavioural Safety Improvement Schemes, and
  - (b) participates in the European Week of Safety and Health initiatives.

## 2.7 Health, safety and environmental – exchange of information:

- (1) The *Employer* provides information to the *Contractor* to enable the works to be performed in a safe manner,
- (2) A copy of the *Employer's* health, safety and environmental policies, procedures, and guidance notes are listed in Annex 1,
- (3) The *Contractor* provides information in a manner and form specified by the *Employer*.

## 2.8 Asbestos:

- (1) Where the *Employer* knows asbestos to be present in any premises, the *Employer* supplies information to the *Contractor* to enable work to take place safely in accordance with the Control of Asbestos at Work

Regulations and the relevant Highways England standards and guidance documents,

- (2) The *Employer* arranges for asbestos surveys and removal of asbestos by Others where required,
- (3) In the event that asbestos containing materials are required to remain in place, the *Contractor* ensures that the *works* are carried out safely and take into account the provisions of Control of Asbestos at Work Regulations.

## 2.9 Health and safety advice:

- (1) The *Contractor* retains access to competent health, safety and environmental advisers.
- (2) The minimum requirements for the *Contractor's* health and safety adviser(s) will be:
  - (a) corporate membership of IOSH and/or qualified to NEBOSH Construction Certificate or above,
  - (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.

## 2.10 Not Used

## 2.11 Health, safety and environmental in construction:

- (1) The *Contractor* ensures that assets, including Materials and Equipment are used, installed, constructed and maintained in accordance with any legal requirements and the particular laws and *Employer* standards and specifications

## 2.12 Incident investigation, reporting and follow-up:

- (1) The *Employer* has the right to investigate any incidents wherever they may occur,
- (2) The *Contractor* provides the *Employer* with unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the *Contractor* and the Subcontractors for this purpose (subject to any statutory or contractual obligation prohibiting this access),
- (3) On receipt of a notification of an incident the *Contractor*, in line with the *Employers* 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 *Contractor* from carrying out its own investigation of an incident, and in such cases, the *Contractor* provides a copy of its completed incident report to the *Employer*,
- (5) Investigations by the *Contractor* are undertaken by a competent person who has been trained in effective accident/incident investigation. The investigation report provides information on the circumstances surrounding the accident/incident and any remedial measures to be taken in order to prevent a recurrence. Relevant photographs and statements are provided as an integral part of the investigation report,
- (6) Where the *Contractor* is compiling a draft incident report, the *Contractor* shall discuss the findings of a draft report with the *Employer* prior to the production of the final draft of such a report,
- (7) The *Contractor* shall implement applicable recommendations arising from incident investigations.

#### 2.13 Incident statistics:

- (1) The *Contractor* shall, if requested by the *Employer*, supply detailed reports of accident and incident statistics to the *Employer* in a format and at periods specified by the *Employer*.

#### 2.14 Monitoring incident report:

- (1) The *Contractor* shall provide the *Employer* with the following monitoring information no later than the tenth working day of each Month:
  - (a) a total of the number of man-hours worked on site during preceding Month,
  - (b) the average number of people employed during preceding Month,
  - (c) The numbers of:
    - (i) Fatal accidents,
    - (ii) Reportable diseases,
    - (iii) Dangerous occurrences,
    - (iv) Notifiable and reportable accidents,
    - (v) Lost time accidents greater than three days and less than seven days,
    - (vi) Minor accidents including no lost time and lost time up to and including 3 days,
    - (vii) Days lost from accidents in that Month,

(viii) Days lost from accidents occurring in previous Months.

- (2) The above information is presented for the preceding Month together with a summary sheet of the year-to-date.

2.15 Health, safety and environmental management audit:

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

2.16 CDM compliance:

The *Contractor*:

- (1) discharges its obligations in respect of the *works* to which the CDM Regulations apply and provides the *Employer* with evidence of compliance.

The *Contractor*:

- (2) reports to the *Employer* within 24 hours, details of any serious incidents involving any person injured or killed in connection with any of the *Services*. Such incidents are reported through the Highways England's Accident and Incident Reporting System (AIRSweb),
- (3) operates an occupational health management system in line with the requirements of HSE's construction occupational health management model and
- (4) participates in working groups with the aim of improving health, safety and environmental and environmental management performance in relation to the following topics:
- (a) Designing for health, safety and environmental in buildability and operability and maintenance,
  - (b) Construction health, safety and environmental improvement, and
  - (c) Sustainable design and sustainable construction.

2.17 Health, safety and environmental – charity based incentive schemes:

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

**3. Management of Road Risk**

3.1 The *Employer* supports and promotes the use of systems and procedures for the effective management of occupational road safety. The *Contractor* has similar systems in place in accordance with HSE guidance. This includes systems for assessing traffic management, driver competency, provision of training, vehicle maintenance, accident investigation and driver safety.

3.2 Training and competence of *Contractor's* employees:

- (1) The *Contractor* ensures that only *Contractor's* employees who are competent shall be provided for the performance of the *works*,
- (2) The *Contractor* provides to the *Employer* information about the *Contractors* scheme for assuring competence of *Contractors* employees when requested to do so by the *Employer*,
- (3) The *Contractor* provides to the *Employer* records of training of *Contractors* employees when requested to do so by the *Employer*,
- (4) Unless specified otherwise herein, all training of *Contractors* employees shall be at the *Contractors* cost,
- (5) Before commencement of the *works* the *Contractor* provides to the *Employer* a signed summary statement that all *Contractors* employees are competent to undertake the roles for which they have been supplied. The *Contractor* provides further such summary statements to the *Employer* as additional *Contractors* employees are introduced,
- (6) For those roles where no suitable recognised competence standards exist, the *Contractor* provides information on the selection criteria and/or method used to provide assurance of individual 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.

3.3 Substance abuse:

- (1) The *Contractor* is responsible for ensuring that *Contractors* employees, whilst engaged in the performance of the Contract, 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". An 80 milligram percentage blood alcohol concentration, as prescribed by the current Road Traffic Act, is the cut-off level for alcohol in blood,

- (2) These requirements do not apply where necessary in the case of *Contractor's* employees possessing a prohibited substance for bona fide medical reasons, for which the *Contractor* has obtained the prior written approval of the *Employer* for such *Contractor's* employees to be engaged in the performance of the *service*. The *Contractor* notifies the *Employer* of any *Contractor's* employees who are undergoing a voluntary detoxification/rehabilitation programme whereupon the *Employer* has the right to prevent such *Contractor's* employees from Providing the Works,
- (3) Where the *Employer* is of the opinion that any of the *Contractor's* employees employed may be in contravention of any of these requirements, the *Employer* has the right to carry out the following or insist that the *Contractor* performs the following:
  - (a) breath testing by breathalyser and/or urine testing by urinalysis as appropriate of such *Contractor's* employees, and/or
  - (b) a search of personal possessions and/or immediate work area of such *Contractor's* employees for evidence of a prohibited substance or items associated therewith.
- (4) The *Contractor* 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 *Contractor's* 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 *Employer* shall have the right to have such *Contractor's* employees immediately removed from the *site*,
- (6) Unless otherwise agreed to in advance in writing between the Parties, such *Contractor's* employees are thereafter not be employed to carry out any *service* under the Contract in any location whatsoever,
- (7) The *Contractor* ensures that all *Contractor's* employees are made aware of and comply with these requirements.

#### 3.4 Security:

- (1) The *Employer* requires the *Contractor* and *Contractor's* employees to consent to the searching at any time by an authorised representative of the *Employer* 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 *Contractor's* employees on the site, or being retained by the *Employer* on behalf of the *Contractor* or *Contractor's* employees,
- (2) Any person not complying or unwilling to comply with the requirements above will not be permitted access to the site or shall be removed from the site and the *Employer* shall not accept liability for any costs arising directly or indirectly out of such circumstances.

3.5 Employee safety:

- (1) The *Contractor* establishes and operates consultation arrangements in accordance with all applicable Laws. The *Contractor* establishes and operates a health, safety and environmental co-ordination.

**4. Environment**

4.1 Environmental and sustainable development management

- (1) Sustainable development offers opportunities for both the *Employer* and the *Contractor*. It provides a way to assess long-term challenges and opportunities and identify and manage risk. For example, using resources efficiently reduces costs. Also a responsible attitude to local communities and the environment helps to maintain reputation and strong partnerships. Sustainable development drives continual improvement and looks for better ways of doing things.
- (2) In Providing the Works the *Contractor*:
  - (a) ensures that protecting and enhancing the environment is embedded into its business decision-making processes and is considered at all levels of operations,
  - (b) ensures the best practicable environmental outcomes across its activities, while working in the context of sustainable development and delivering value for money,
  - (c) considers the cumulative environmental impact of its activities across its network and identify holistic approaches to mitigate such impacts and improve environmental performance,
  - (d) where appropriate, works with others to develop solutions that can provide increased environmental benefits over those that it can achieve alone, where this delivers value for money,



- (e) calculates and consider the carbon impact of road projects and factor carbon into decisions, and seek to minimise carbon emissions and other greenhouse gases from its operations,
- (3) The *Contractor* complies with statutory requirements and not in limitation thereof. The *Contractor* familiarises itself with the legislation which impacts upon its works and any approved codes of practice and guidance notes which are also applicable.
- (4) The *Contractor* ensures that all work delivered by them and their Subcontractors is covered by proportionate and appropriate environmental assessment in line with the *Employer's* requirements and the Service Information. Where potential adverse environmental effects are identified, the *Contractor* will consult with the *Employer's* environment team and seek advice before proceeding.
- (5) The *Contractor* provides details of its environmental management system, demonstrating that it works to the principles of ISO14001. These details will include a process for the identification and prioritisation of environmental and social impacts which prioritise the biggest risks from *Contractor* work. A summary report will be provided to the *Employer* outlining highest identified risks and what mechanisms the *Contractor* has in place to mitigate them,
- (6) All environmental/sustainable information passed onto the *Contractor* by the *Employer* is made available to all Subcontractors employed by the *Contractor* on *Employer* related projects. Subcontractors are subject to regular basic environmental/sustainability awareness raising and training,
- (7) The *Employer* has the right to employ an Environmental Clerk of Works to oversee the *Contractors* work where the circumstances require it.
- (8) Not Used.
- (9) Regulatory consents and other environmental consents and permissions are obtained as appropriate,
- (10) All environmental/planning consents are applied for by the relevant person/section to ensure that the environmental regulator has sufficient time to process the application and the application does not affect the relevant completion date,
- (11) The *Contractor* informs the *Employer* of any environmental prosecutions by an environmental regulator and also report the number of category 1 and 2 pollution incidents (as defined by the

Environment Agency) resulting from both direct and indirect Investment Programme work,

- (12) All complaints (either in written and verbal format) received by the *Contractor* linked to environmental, community or social issues will be recorded electronically. The *Contractor* demonstrates a system is in place to record and manage complaints and general queries for environmental/sustainable information. This information will be reported to the *Employer* on a quarterly basis,
- (13) Waste Management consignment notes are kept in line with the duty of care regulations and code of practice. The *Contractor* provides the volumes of waste sent to landfill and recycled on sites to the *Employer* on a quarterly basis.

#### 4.2 Environmental advice:

- (1) The *Contractor* retains access to competent Environmental Adviser(s). The minimum requirements for the *Contractor's* Environmental Adviser will be:
  - (a) degree in relevant discipline,
  - (b) Associate Membership of the Institute of Environmental Management and Assessment or similar,
  - (c) a minimum of two years related experience as an Environmental adviser, and
  - (d) a good working knowledge of legislation, guidance and standards relevant to the proposed work.

#### 4.3 Energy requirements

- (1) The *Contractor* complies with Procurement Policy Note 7/14 entitled "Implementing Article 6 of Energy Efficiency Directive"
  - (a) in Providing the Works; and
  - (b) in the purchase of new products for use by *Contractor* partially or wholly for the purpose of Providing the Works comply with the standard for products in Directive 2012/27/EU.
- (2) The *Contractor* demonstrates to the *Employer* how, through Providing the Works any new products purchased by the *Contractor* for use partially or wholly for the purpose of Providing the Works, complies with the requirements of Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive"

## ANNEX 2 – RECORDS

### 1. General

- 1.1 For the purpose of this annex, records shall include inventories.
- 1.2 The *Contractor* creates and maintains the records in the format and for the duration set out in this annex.
- 1.3 The Source/Usage column of Table 1 identifies, where applicable, the source document that defines the inventory/record type and the frequency at which or the circumstances under which the *Contractor* updates and amends the relevant records.
- 1.4 The *Contractor* ensures that records are maintained in an acceptable format such as:
  - Scanned electronic image (Acrobat .pdf or equivalent),
  - Editable electronic document (MSWord),
  - Editable electronic spreadsheet (MSExcels),
  - Electronic editable vectorised drawing format (.dwg AutoCAD format or equivalent),
  - Graphic electronic image in compressed (.jpg) format, or
  - Other formats compatible with the *Employer's* Information Systems, reference documents or guidance manuals as agreed with the *Employer*.
- 1.5 The *Contractor* may from time to time agree with the *Employer* alternative acceptable formats in which the *Contractor* maintains records, taking into account advances and other developments in information systems. The *Contractor* implements any changes as agreed with the *Employer*.
- 1.6 The *Contractor* creates and maintains (and ensures that any Subcontractors create and maintain) such records that are necessary to Provide the Works.
- 1.7 The *Contractor* provides information to the *Employer* in the format required to enable the *Employer* to prepare documentation for the invitation of tenders to support maintenance services, renewal and improvement schemes.
- 1.8 Where applicable, all records created or maintained electronically shall have the metadata (document properties) completed to the satisfaction of the *Employer*.

### 2. Retention of Records

- 2.1 The *Contractor* retains all electronic, paper and other records in good order for the duration of this contract in such form as to be capable of audit (including electronic means) by the *Employer*. The *Contractor* makes the records available for inspection by the *Employer* at all reasonable times and provides copies of any records as requested by the *Employer*.
- 2.2 The *Contractor* retains all electronic records:

- in an Electronic Document and Records Management System, or such other electronic system, as agreed by the *Employer* so as to enable the *Employer* to achieve its statutory record keeping responsibilities, and
- until the *completion date* or termination of this contract (unless the *Employer* agrees otherwise) and subject to any applicable law or legal requirement imposing a different retention period.

### 2.3 The Contractor :

- preserves (in a manner which is compatible with the requirements of Annex 2 and the Information Systems used by the *Employer*) documents, data, material and other records provided to it from the *starting date* to the *completion date*,
- securely disposes of obsolete paper records with the prior approval of the *Employer* and
- prepares all records that it is obliged to produce, and regularly backs-up such records to avoid any damage to them (including loss of data or data corruption).

Table 1: Record Types		
Ref No.	Record Type	Source/Usage
1.	Agreements between the <i>Employer</i> and Others	
2.	All Certificates issued by the <i>Contractor</i>	Wherever the <i>Contractor</i> is required to issue a certificate under the contract
3.	All information to be included in Health and Safety files	<i>Employer</i>
4.	All Drawings/ plans/ maps	Whenever the <i>Contractor</i> is required to produce, update, amend or receive from others drawings, plans or maps in accordance with the contract
5.	All records/data required to populate reports under this contract to be issued by the <i>Contractor</i> .	
6.	Financial Records	All financial records required to be captured, recorded or updated by the <i>Contractor</i> , or required to substantiate or demonstrate validity of the financial transactions

**Table 1: Record Types**

Ref No.	Record Type	Source/Usage
7.	Photographic Images (High Resolution: 300DPI, Large file format)	Wherever the <i>Contractor</i> is required to obtain photographs including progress photographs
8.	All correspondence with Suppliers, Subcontractors and Others.	

FOR INFORMATION ONLY  
DO NOT COMPLETE AT THIS STAGE