

Area 4 Interim

Asset Delivery (AD)

**Construction Works
Framework (CWF)**

Scope

Annex 13

**General Health and Safety
Requirements**

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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 Contractor 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 Contractor service provision.

1.2. Management of Health and Safety

1.2.1. The Contractor’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 Contractor 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 Contractor 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 Contractor documents the management systems, and fully and effectively implements the systems prior to the *access date*.

- (5) The Contractor 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 Contractor 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 Contractor's Quality Plan as defined in Annex 16.

1.2.2. Contractor's occupational health management system:

The Contractor:

- (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, and
 - (ii) Construction health and safety improvement., and
 - (iii) Sustainable design and sustainable construction.

1.2.3. Subcontractors' health and safety management system:

- (1) The Contractor ensures that any subcontractors which are working under their control or on sites where they are the principal contractor operate a formal health and safety management system which fulfils the requirements set out above.
- (2) The Contractor 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 Contractor
 - (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 Contractor 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 Contractor 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 Contractor provides information in a manner and form specified by the *Client*.
- (4) The Contractor 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 Contractor retains, as part of the management structure, competent health and safety advisers.
- (2) The minimum requirements for the Contractor 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 Contractor's employees:

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

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

1.2.8. 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 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 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 the *Client* standards and specifications

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

- (1) The Contractor 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 Contractor complies with *Client's* CHE 415/18 Incident Reporting Standard or its later update or replacement, including any time periods required by CHE 415/1818. 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 Contractor, 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 Contractor from carrying out its own investigation of an incident, and in such case, the Contractor provides a copy of its completed incident report to the *Client*,

- (5) Investigations by the Contractor 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 Contractor is compiling a draft investigation report, the Contractor discusses the findings of the draft report with the *Client* prior to the production of the final draft of such a report.
- (8) The Contractor implements applicable recommendations arising from incident investigations.
- (9) The *Client* has the right to investigate any incidents wherever they may occur,
- (10) The Contractor provides the *Client* unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the Contractor or the Subcontractor for this purpose (subject to any statutory or contractual obligation prohibiting this access).
- (11) The Contractor provides a copy all documents related to an incident to *the Service Manager*. Any document that would otherwise fall to be disclosed by the Contractor to the *Client* may be withheld by the Contractor provided the Contractor's legal advisor confirms to the *Client* that the document is:
 - a confidential communication between the Contractor 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 Contractor, or
 - a confidential communication between the Contractor 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 Contractor 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 Contractor, 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 Contractor provides the *Client* with the following monitoring information for all *Client* contracted activity no later than the first (1st) 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 inspections:

The Contractor:

- (1) ensures that it carries out a formal weekly site safety inspection (as a minimum) and documents the findings of these inspections,
- (2) ensures that competent persons carry out the inspections,
- (3) notifies the *Client* in advance of the date of the inspections, and affords an entitlement for the *Client* to participate in the inspections,
- (4) provides the *Client* with a copy of the inspection record that documents the findings within one (1) week following each inspection,
- (5) takes effective actions to ensure that the matters identified during the inspections are effectively addressed.

1.2.14. 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 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 Contractor health and safety management systems,
- (2) The Contractor implements all recommendations from such audits agreed by the *Client* within a timescale mutually agreed between the *Client* and the

Contractor. The Contractor includes in all subcontracts, the rights of access for the *Client* as described herein.

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

- (1) Where a scheme or project falls within the definition of a notifiable construction activity contractor, the *Client* ensures notification to the Health and Safety Executive under an F10.
- (2) 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.
- (3) 'Duty holders' (principal contractor and contractor) 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.
- (4) Principal contractor duties (as defined by CDM 2015) are to be undertaken by the Contractor when instructed by the *Service Manager*. The Contractor refers to the Construction Industry Training Board guidance when carrying out the principal contractor role. Where the Contractor is not instructed to undertake the principal contractor duties, the *Client* will instruct Others.
- (5) During the pre-construction phase and before setting up a construction site in the Affected Property, the Contractor 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*.
- (6) Additionally, when instructed by the *Service Manager*, the Contractor undertakes the role of principal contractor and associated duties in respect of the *service* to which the CDM Regulations apply including:
 - (a) work carried out by the *Client*, or
 - (b) work carried out by 'Others'.

1.2.16. Medical fitness:

- (1) The Contractor formally advises the *Client* of any known medical disability or condition of any Contractor 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 *Client* such records and/ or other evidence as may be reasonably required by the *Client* to demonstrate compliance with this section.

1.2.17. Health assessment and control:

- (1) Health Surveillance - The Contractor 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 Contractor makes such services available to its employees. The Contractor 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*.

1.2.18. Alcohol and substance abuse:

- (1) The Contractor 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 Contractor employees possessing a prohibited substance for bona fide medical reasons, for which the Contractor has obtained the prior written approval of the *Client* for such Contractor employees to be engaged in the performance of the service. The Contractor notifies the *Client* of any Contractor employees who are undergoing a voluntary detoxification/ rehabilitation programme whereupon the *Client* has the right to prevent such Contractor's employees from Providing the Service,
- (3) Where the *Client* is of the opinion that any of the Contractor employees employed may be in contravention of any of these requirements, the *Client* has the right to carry out, or insist that the Contractor performs the following:
 - a) breath testing by breathalyser and/ or urine testing by urinalysis as appropriate of such Contractor employees, and/or,
 - b) a search of personal possessions and/ or immediate work area of such Contractor 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 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 Contractor employees immediately removed from the Affected Property,
- (6) Unless otherwise agreed to in advance in writing between the parties, such Contractor employees are thereafter not to be employed to carry out any *Client* contracted service in any location whatsoever,
- (7) The Contractor ensures that all Contractor employees or subcontract parties are made aware of and comply with these requirements.

1.2.19. Unsatisfactory conduct or requirement breach:

- (1) If, in the opinion of the *Client*, the Contractor 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 Contractor health and safety management system, or
 - (c) the Subcontractor health and safety management system, or
 - (d) the *Client's* Health and Safety Management System,the *Client* advises the Contractor accordingly by notice in writing.
- (2) Where the Contractor has been advised by the *Client* of a breach, the Contractor 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 Contractor to rectify the said breach or failing in Providing the Service.

1.2.20. 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 Contractor 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 Contractor 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 Contractor (or, where the Contractor is a joint venture, by each Consortium Member). It details the specific actions to be taken under this contract by the Contractor 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 Contractor or each Consortium Member.
- 1.3.3. The Contractor 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 Contractor (or, where the Contractor is a joint venture, by each Consortium Member).
- 1.3.4. The Contractor 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 Contractor 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 Contractor 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 Contractor 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. Fleet Operator Recognition Scheme (FORS) Accreditation

- 1.5.1. Fleet Operator Recognition Scheme Accreditation (FORS):

The Contractor:

- (1) registers for FORS or a scheme considered by the Client to be an acceptable substitute to FORS (the 'Alternative Scheme'), unless already registered.
- (2) within 180 days of the date of award of the Framework Contract:

(unless already accredited) attains the standard of Bronze accreditation (or higher) or the equivalent within the Alternative Scheme and maintains the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or takes the steps that are required to maintain the equivalent standard within the Alternative Scheme. Alternatively where the Contractor has attained Silver or Gold Accreditation, the maintenance requirements are undertaken in accordance with the periods set out in the FORS standard.)
- (3) within 18 months of the date of award of the Framework Contract, the Contractor:
 - a) (unless already accredited) attains the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and maintains the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or takes the steps that are required to maintain the equivalent standard within the Alternative Scheme. Alternatively where the Contractor has attained a Gold Accreditation, the maintenance requirements are undertaken in accordance with the periods set out in the FORS and
 - b) where a private self-escort is allowed for an abnormal indivisible load by the relevant police forces ensures that the escort has attained the City & Guilds level 2 or 3 Certificate of Competence in Abnormal Loads or equivalent standard, and adheres to the Highways England code of practice documents for abnormal loads (Code of Practice: Lighting and marking for Special Order, VR1, STGO and C&U loads (2012) and Code of Practice: Lighting and marking for abnormal load self-escorting vehicles incorporating operating guidance (2012) and all subsequent versions and Highways England codes and
- (4) includes these requirements in all subcontracts and supply agreements.

1.6 Driving for Better Business

1.6.1 The Contractor manages work-related road safety (WRRS) to an appropriate standard as part of their organisation's health and safety at work programme.

1.6.2 Within six months of the date of award of the Framework Contract, the Contractor:

- (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 Contractor 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

1.6.3 The Contractor works towards becoming a Business Champion in Highways England's Driving for Business Campaign. Where the Contractor is already working

for the *Client* on another contract, they are required to become a DfBB Business Champion by 1st April 2020. Where the Contractor is a new supplier to the *Client* they have 18 months in which to become a DfBB Business Champion from the time they are appointed.

1.7 Security

1.7.1 Security:

- (1) The *Client* requires the Contractor and Contractor'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 Contractor's employees on the Affected Property, or being retained by the *Client* on behalf of the Contractor or Contractor's employees,
- (2) Any person not complying or unwilling to comply with the requirements above, is not be 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.