

C412 CONTRACTORS REQUIREMENTS

Subcontractors compliance and adherence to the following *Contractor* requirements is deemed included for by the *Subcontractor*.

1. Health, Safety & Environment

- 1.1 The *Subcontractor* shall comply and include for all costs associated with the compliance with the provisions of:
 - .1 all current Health, Safety & Environmental legislation relevant to the works (including but not limited to the Construction (Design and Management) Regulations 2007 (CDM Regulations) or any remaking thereof or any amendment to a regulation therein. The Construction (Design and Management) Regulations 2007 require contractors to co-operate with the Principal Contractor in regard to compliance with site rules and reasonable directions given by the Principal Contractor.
 - .2 Immigration, Asylum and Nationality Act (2006)
 - .3 Provisions of the Income Tax (Construction Industry Scheme) regulations.
 - .4 The requirements of the Mayor of London's Green Procurement Code
 - .5 The Ethical Trading Initiative base Code
 - .6 London Living Wage
 - .7 UK Government Timber Procurement Policy
 - .8 Contractors section 61 consent requirements
 - .9 Construction Products Regulations 2011
- 1.2 The *Subcontractor* is deemed to have visited the site and to have satisfied himself as to the access and general working conditions and to have examined all the invitation to tender documentation and no claims with respect to the lack of knowledge of these matters will be accepted by the *Contractor*.
- 1.3 In the event that the *Subcontractor* fails to comply with his obligations under the contract with respect to health and safety and environment requirements then the *Contractor* reserves the right, (subject to written notice) to deploy resources as necessary to correct such failure or deficiency and the costs of such deployment will be contra charges to the *Subcontractor's* account.
- 1.4 Following the *Contractor's* written notice of failure of the *Subcontractor* to provide appropriately competent supervision to ensure compliance with the *Contractor's* health, safety and environmental policies and requirements, this will result in the *Contractor* providing the supervisory service and charging £50.00 per man hour.
- 1.5 The *Subcontractor* shall be responsible at his cost for ensuring that sufficient and suitable Personal Protective Equipment (PPE) is available and worn at all times for all employees and persons within his control, including his visitors, those making deliveries and all employees and persons within the control of his Subsubcontractors and suppliers. The *Subcontractor* should be aware that the wearing of suitable gloves is mandatory when on site. *Contractor* branded safety helmets and branded high visibility vests will be provided by the *Contractor* at the rate of £6.68 each for white safety helmets, yellow, grey, blue and red safety helmets at £12.28 each and £9.79 each for high visibility vests. A record of the issued numbers of the PPE items will be maintained by the *Contractor* and the cost will be notified and deducted from the *Subcontractors* account.
- 1.6 The *Contractor* reserves the right to refuse access onto site until Health and Safety documentary evidence has been made available for assessment and approved by the *Contractor* prior to any work commencement.
- 1.7 The *Subcontractor* is to notify the *Contractor* of all reportable accidents, incidents and near misses using the appropriate forms as soon as possible. A copy of the full investigation report will be submitted by the *Subcontractor* to the

Contractor within 10 working days.

- 1.8 Application forms and pre-registration for induction are required one week in advance on the *Contractors* on line portal to allow a vetting process to take place and a space allocated within the induction. Documentation required will include skill card, training and other relevant information.
- 1.9 The *Subcontractor* must be a member of the Constructing Better Health scheme where work is being undertaken on site.
- 1.10 The *Subcontractor* is required to engage in the Contractors Behavioural Management/Safety Programme with the requirement that all site personnel are to attend the Behavioural Management/Safety Training course. The *Subcontractor* will be required to undertake 25 contact hours of training depending upon the appropriate level required on site. This will be in addition to the separately held specific site safety induction.
- 1.11 The *Subcontractor* will be required to provide adequate first aid coverage for their work gangs.
- 1.12 Where the *Subcontractors* operatives are non-english speaking the ratio must be a maximum of 5 non-english speakers to 1 English speaking operative. This ratio is to be reviewed in line with the Risk Assessment for high risk operations and where English speaking operatives must be proficient in both understanding and speaking English and the language of the operatives.

2. Site Access and Security

- 2.1 Where the *Contractor* has installed a computerised biometric system or similar the *Subcontractors* personnel will be required to pass through the turnstiles / gates each time they enter and exit the Site and shall register when entering and leaving the Site. Where none conformance is apparent a warning will be administered. Any subsequent failure to conform will result in that person being excluded permanently from the site.
- 2.2 Pre-registration of the *Subcontractors* personnel on an online collaboration tool must be done a week prior to any agreed induction date to include skill card, training and other information for the induction process.

3. SHE Monitoring

- 3.1 The *Subcontractor* is required to monitor and record their SHE performance, which shall include; regular site inspections by the *Subcontractors* site supervision and/or off site management; and regular visits by Health & Safety Advisors as required under Reg 7 of MHSWR. Environmental issues including waste minimisation, waste management and procurement of materials with higher levels of recycled content should also be reviewed at this visit unless the *Subcontractor* has a separate Environmental Officer/Adviser. Further details are included in the SHE Procedures & Guidance Manual.
- 3.2 Unless otherwise agreed in writing by the *Contractor*, the *Subcontractor* will be required to conduct, record, and make available statutory health and safety inspections e.g. working platforms, excavations, cofferdams & caissons, work equipment etc.
- 3.3 *The Subcontractor* will be required to conduct regular Management Safety Tours of their areas of work and forward results, findings and mitigation measures to the *Contractor*.

4. Provide Waste Data and Information:

The *Subcontractor* will be required to work with the project team to plan and implement suitable waste management and recovery processes that support the effective implementation of the SWMP:

- Input into the waste planning process
- Waste recovery and recycling
- Monitoring and reporting
- Waste Data Table

4.1 The *Subcontractor* shall comply with and/or co-operate in such matters, so as to enable the *Contractor* to administer all of the above undertakings in respect of site tidiness. Relevant briefings and toolbox talks will be undertaken as necessary by the *Subcontractor*, and the details recorded and reported to the *Contractor*.

5. CE Markings

All materials supplied by the *Subcontractor*, where applicable, must comply with "Construction Products Regulations 2011". It is mandatory to apply CE marking/labelling to any of their products which are covered by a harmonised European standard (hEN) or European Technical Assessment (ETA).

6. CPCS and Driving Licences

All operators/drivers of all mobile plant and other categorised equipment including ride on rollers and forward tipping dumpers, must hold valid CPCS card (or recognised equivalent) AND a current valid car driving licence where mobile plant will be utilised on the public highway (this does NOT apply to those operating mobile elevated work platforms).

7. HIABs

Wherever possible, the user (of the HIAB) should hold a CPCS card for the category in question. Where this is not evident, proven training under the 'ALLMI' scheme (Association of Lorry Loader Manufacturers and Importers) is an absolute minimum and the need for instruction and supervision by the *Contractor* remains in any case.

When ALLMI become affiliated to CPCS, membership of the CPCS scheme will become the minimum and the arrangements in the paragraph above will be revoked.

8. Plant & Equipment

8.1 **ROPS & Restraints** - Where there is a risk of the mobile work equipment rolling over i.e. with forward tipping dumpers and ride on rollers, Roll-over Protective Systems (ROPS) must be fitted. Restraining systems (i.e. seat belts) must also be fitted and worn by the operative.

8.2 **FOPS** - Where there is a risk of persons operating mobile plant being struck by falling material e.g. demolition plant, Falling Object Protective Systems (FOPS) shall be fitted.

8.3 **Immobilisation** – The *Subcontractor* shall ensure that it is not be possible for mobile work equipment to be started/used by unauthorised persons.

8.4 **Lighting and Warnings** – The *Subcontractor* shall ensure that work equipment is used in the dark or in reduced visibility, lights must be fitted and maintained in good working order.

In addition, amber-flashing lights that give warning to the presence of the vehicle shall also be fitted. It is also a requirement that some types of construction vehicles be fitted with audible reversing warning devices.

8.5 **Tools** – The *Contractor* will only accept tools onto site that have been competently tested for levels of vibration by OPERC (Off road Plant and Equipment Research Centre). The tools tested and their associated results are shown on the OPERC 'HAVTEC' website. These test results should subsequently be used as the basis for vibration based risk assessments

8.6 **Lifting Operations & Equipment**

The *Subcontractor* is to provide evidence of valid thorough examination prior to or at delivery to site and prior to being used for the first time of any lifting equipment and / or accessories

The *Subcontractor* is to ensure that all lifting operations are planned to ensure that they are carried out safely and that all foreseeable risks are taken into account. Planning should be carried out for or by an appointed person and approved by them. The *Subcontractor* shall provide appropriately competent crane supervisors/coordinators and slinger/signallers as is necessary to ensure safety.

Boom lowering devices (hose burst check valves), or similar devices, are required on the raising boom cylinder(s) of all excavators with a maximum rated lift capacity of greater than 1,000Kg or an overturning moment of greater than 40,000Nm which are for object handling operations.

8.7 **Scaffolding & Major Support Work to Formwork**

The *Subcontractor* is to ensure that only operatives who are qualified by experience and/or training to carry out the specific scaffolding operations for which the operative has been certified as competent. Each operative shall produce his Certificate and/or Scaffold Card as recognised by UKCG e.g. CISRS, PASMA to the *Contractor* for inspection upon request. The *Subcontractor* is to ensure that a safe system of work is adopted which complies with Legislative Requirements, HSE and Industry Guidance on safe working practices and that the use of at least one Advanced scaffolder during the works be adopted whenever practicable. Appropriate competent supervision as is necessary to ensure health & safety is to be provided at all times.

The *Subcontractor* will be required to comply with the requirements of NASC Code of Practice SG: 4:05 and unless otherwise notified in writing, the scaffolding is to be designed, erected and maintained to comply with BS EN 12811-1, NASC Guide to Good Practice for Scaffolding with Tube & Fitting and the Work at Height Regulations 2005.

Unless otherwise agreed in writing, the scaffolding and other working platforms will be inspected by the *Subcontractor* and a report produced in order to comply with Regulations 12, 13 Schedule 7 of the Work at Height Regulations 2005 Inspections and must be carried out by suitably competent persons.

The *Subcontractor* shall ensure that:-

- **All** scaffold boards provided conform to BS2482
- **Any** scaffold board which is found not to conform to a BS2482 grade board is to be exchanged immediately with the appropriate BS2482 grade board

- Scaffold boards are not used as part of a working platform if they are damaged, cracked or have notches cut out of them. The *Subcontractor* shall record findings and ensure suspect boards are replaced
- Scaffold boards are inspected **prior** to being put into use and at regular intervals whilst in use

8.8 Transportation – Vehicle Safety Specification & FORS Membership

In the event that vehicles arrive to site without the correct notice and are not compliant with the vehicle delivery project requirements and with the appropriate acknowledgements being in place will be turned away.

The minimum safety specification / standard have been branded 'Stop & Think: Are your vehicles safe?' The corresponding technical specification can be accessed via the following website path – www.costain.com/responsibility/relationships/supply-chain.

All transportation operators acting on behalf of the *Subcontractor* must be registered with FORS and then within 3 months must achieve the bronze standard of accreditation. Thereafter, any vehicle not adorned with an official FORS decal and carrying evidence of bronze status will be denied access to our projects.

Information on FORS registration and accreditation can be accessed via the FORS website www.fors-online.org.uk.

The *Subcontractor* shall be liable for and indemnify the *Contractor* against any expense, liability, loss, claim or proceedings howsoever arising in respect of such denied access.

Driver Training – the *Subcontractor* shall ensure that it promotes driver awareness and the risks to vulnerable road users. The *Subcontractor* will be required to deliver a training workshop or toolbox talk, signed off by all present as a record of their attendance. The *Subcontractor* shall either use the FORS 'Cycle safety: it's no accident' driver training presentation (downloadable from www.costain.com/responsibility/relationships/supply-chain) or its own similar and equivalent training pack to deliver its training workshop or toolbox talk. The *Contractor* acknowledges that delivery of such training or toolbox talks by the *Subcontractor* shall be deemed to be evidence in respect of the FORS audit for verification of training.

With regard to the *Subcontractor's* compliance the *Contractor* reserves the right to audit (at any time during normal working hours) the *Subcontractors* records and processes upon giving reasonable prior notice to the *Subcontractor*.

9. Programme

Programme activities on the Programme for Acceptance are required to be consistent with the activities on the commercial activity schedule.

The *Subcontractor* is required to provide weekly tracking of actual quantities against planned quantities by 10am every Monday.

All programmes are to be submitted on the Primavera P6 format

10. Progress Meetings

The *Subcontractor* will be required to attend weekly progress meetings. A detailed progress report will be required for both off and on site works of which the exact form is to be agreed with the *Contractors* site management. The *Subcontractor* will be required to submit a master document index / deliverable schedule listing all submittals for comment, including drawings, calculations, samples and method statements etc with proposed dates of issue, required return date and construction issue.

11. Electrical Equipment Test Certificates

The *Subcontractor* shall provide test results where required to demonstrate that compliance with specified performance criteria has been met and also certification and approvals confirming compliance with Regulations and By Laws. A record of the test undertaken shall be kept on site.

12. Information Requirements.

All requests for information to be timely presented to the *Contractor* in writing.

The *Subcontractor* will provide a monitorable and timed schedule of deliverables for the design, manufacture, construction and testing and commissioning phases of their work containing at least the following information within two weeks of the issue of *Subcontract* order:

Detailed programme showing:

- Design and drawing production period showing dates for surveys, delivering schedules, working details, specifications, builderswork details, calculations, technical submissions, method statements, WPP's
- Approval periods
- Procurement string
- Manufacturing timescales
- Mobilisation period
- On-site construction sequence and durations linked to labour and plant resource
- Testing periods
- Commissioning periods
- Date for issue of O&M Manuals
- Date for issue of Certificates, Warranties and guarantees.
- Early / late start dates and float
- Milestones and key dates as defined in the contract
- The critical path
- Programme narrative

Works Package Plans

ITP's

Method Statements for each work area

Risk Assessments for each work area

Labour and Plant resource schedule

List of Subsubcontractors to be used (list must be approved by the *Contractor* before employment)

Site specific Method Statements

COSHH assessments

Quality plan and Organogram including roles and responsibilities

Quality statement and policy

Certificates of conformity for materials supplied

UKAS and ISO certificates and accreditations

CARES, QSRMC certificates

Operative training evidence

Safety policy and statements

Environmental policies and plans including recycling policies and statements

Waste management licenses, carrier's certifications and waste carriers licence.

13. Tax Deduction Construction Industry Scheme (C.I.S.) / Unique Tax Reference (UTR)

The *Subcontractor* shall indemnify the *Contractor* against any expense, liability, loss, claim or proceedings whatsoever arising from the *Subcontractors* failure to comply with the provisions of the Income Tax (Construction Industry Scheme) Regulations or with any related procedures established from time to time by the Inland Revenue or from this failure to notify the *Contractor* of any change in circumstances or status under these provisions. The *Subcontractors* attention is drawn to the requirements to comply with the requirements for a UTR number.

14. Employer's Insolvency

Notwithstanding anything to the contrary elsewhere in the Subcontract if the Employer is insolvent as defined under the Housing Grants Construction and Regeneration Act 1996 Part II Construction Contracts section 113 the *Contractor* shall not be obliged to make any further payment to the *Subcontractor* of any amount which is due or may become due to the *Subcontractor* unless the *Contractor* has received payment in respect thereof from the Employer and then only to the extent of such receipt.

15. Lorry Driver Positive D&A Test or Refusal

In the event that a driver provides a positive D&A (Drugs and Alcohol) test, or they refuse to take a D&A test, the *Contractor* will follow the same process as for any other individual. This includes adding the driver details to the D&A register and include their Driving Licence Number (instead of their Passport or National Insurance Number).

Once the driver has been added to the D&A register the *Contractor* must notify the TCC (pdptcc@crossrail.co.uk). The TCC will then:

- confirm with a Crossrail D&A Register Administrator that the driver has been added to the D&A register and is therefore suspended; then
- add that driver to the Suspended Drivers List which the TCC issues daily to all *Contractors*.

The driver will then be suspended from all Crossrail sites for the period set out in the D&A policy.

In addition to the above the *Contractor* shall:

1. Inform the driver and haulier that the driver is suspended from all Crossrail site.
2. Inform the driver that they should not drive the vehicle away from the site.
3. Inform the haulier that they should send an alternative driver to remove the vehicle.
4. Inform the driver and the haulier that if the driver does drive the vehicle away from site then the *Contractor* shall contact the police immediately.
5. Give the driver a copy of the sheet in appendix A.

In the event that the driver decides to drive away from site then the *Contractor* should not physically stop the driver from doing so, nor should any employee put themselves in a position where their health or safety is at risk. Instead the *Contractor* should immediately contact the police using the guidance below:

- If the driver provided a positive Alcohol test and then drives away from site the *Contractor* is to contact the police immediately by dialling 999.
- If the driver provided a positive Drugs test and **has not** declared they are on medication and then drives away from site the *Contractor* is to contact the police immediately by dialling 999.
- If the driver provided a positive Drugs test and **has** declared they are on prescription or over the counter medication and then drives away from site the *Contractor* is to contact the police immediately by dialling 101.
- If the driver has refused to take a D&A tests, and there is suspicion that they are impaired through drink or drugs and then drives away from site the *Contractor* is to contact the police immediately by dialling 101.

When contacting the police the *Contractor* must be prepared to provide the following information:

- State the name of the company making the call and that you are working on the Crossrail project;
- State that a driver has failed or refused to take a D&A test and subsequently driven away from the site;
- Provide the location and time of the test;
- If the test was positive provide the test results;
- Provide the name of the driver, registration of the vehicle and any other information which might help identify the vehicle (eg vehicle type, colour, hauliers name, etc)
- Provide road name and the last seen direction of travel of the vehicle.
- Provide any other information as reasonably requested by the police.

Appendix – To be given to a driver that fails or refuses to take a D&A test.

You have either:

- **Provided a positive Drugs & Alcohol Test; or**
- **Refused to take a Drugs & Alcohol Test.**

As a result you are suspended from all Crossrail sites.

We will inform your company and request that they come and remove your vehicle immediately.

We advise you not to drive away from the site.

If you decide to drive away from the site we will have to inform the police immediately.