

SAFE WORKING PROCEDURE

Control of Contractors and Service Providers

CORPORATE HEALTH & SAFETY SERVICE | VERSION 4.02 | June 2021

STATEMENT

In order to comply with legislation and fulfil statutory responsibility, the Council must make sure that:

- All consultants, contractors and service providers engaged by the Council are competent to carry out work safely, in compliance with health and safety legislation, Southampton City Council procedures and protocols.
- Sufficient resources and time are made available to fulfil the contract requirements.

SCOPE

This Safe Working Procedure (SWP) applies to:

- All Managers including Head Teachers (referred to as managers herein), who are responsible for engaging contractors and service providers.
- All employees of Southampton City Council.
- All contractors and service providers working on behalf of the Council.

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DEFINITIONS

- “Contractor”** anyone who is commissioned by written or verbal contract or instruction to supply goods, services or undertake work for the Council, but is not a Council employee.
- Contractors and Service Provider’s include:
- (a) Those working as a separate business under a contract for services.
 - (b) Temporary workers supplied by an agency.
 - (c) Self-employed people working under a contract for services, including consultants.
- “Supplier”** anyone who supplies services or goods to the Council but is not a Council employee.
- “Client Service”** the Council directorate, business unit, service area or school who issues an instruction, contract or order for work, services or goods.
- “Client (Construction)”** a client is anyone for whom a construction project is carried out.
- “SCC Contract/Project Officer”** the client service’s member of staff who is held responsible, on behalf of the client service, for a contract or order for work, services or goods. There must be a Contract/Project Officer nominated by the client service for every Council contract.
- “Premises”** premises where Council staff, service users or the public are present and/or are using the facilities.
- “Construction”** in the CDM Regulations - the carrying out of any building, civil engineering or engineering construction work and includes:
- (a) the construction, alteration, conversion, fitting out, commissioning, renovation, repair, upkeep, redecoration or other maintenance (including cleaning which involves the use of water or an abrasive at high pressure, or the use of corrosive or toxic substances), de-commissioning, demolition or dismantling of a structure;
 - (b) the preparation for an intended structure, including site clearance, exploration, investigation (but not site survey) and excavation (but not pre-construction archaeological investigations), and the clearance or preparation of the site or structure for use or occupation at its conclusion;
 - (c) the assembly on site of prefabricated elements to form a structure or the disassembly on site of the prefabricated elements which, immediately before such disassembly, formed a structure;
 - (d) the removal of a structure, or of any product or waste resulting from demolition or dismantling of a structure, or from disassembly of prefabricated elements which immediately before such disassembly formed such a structure;
 - (e) the installation, commissioning, maintenance, repair or removal of mechanical, electrical, gas, compressed air, hydraulic, telecommunications, computer or similar services which are normally fixed within or to a structure,
- “Design”** includes drawings, design details, specifications and bills of quantities (including specification of articles or substances) relating to a structure, and calculations prepared for the purpose of a design;
- “Designer”** means any person (including a client, contractor or other person referred to in this procedure) who in the course or furtherance of a business —
- (a) prepares or modifies a design; or
 - (b) arranges for, or instructs, any person under their control to do so,
- “Authorisation to Work”** means a safe system for which an approved person i.e. Senior Manager, Manager, Project Officer, utilises to authorise any person including contractor or other person to

carryout works and assumes responsibility that checks have been made in relation to health and safety matters.

- “Permit to Work”** means a safe system for which an approved person i.e. Senior Manager, Manager, Project Officer, utilises to authorise any person including contractor or other person to carryout hazardous works such as hot works, working at height, confined space work to prevent any major incidents and assumes responsibility that checks have been made in relation to health and safety matters.
- “Pre-Qualification Questionnaire”** PQQs enables SCC to assess a contractor / supplier’s health & safety standards and competencies to determine whether they meet the minimum criteria required for the contract.
- “Corporate Drawing Standard”:** The standard prescribed by SCC for the receipt of any construction, mechanical or electrical service drawings or ‘as built’ drawings etc. or drawing prepared by any consultant supplying such drawings to SCC. All such information is required to be in a format compatible to, and ready to be imported into the Corporate Estate & Property database. Details can be obtained from Property Division.
- “Asbestos Register”** The councils online data base, created from a management survey which has been undertaken in order to produce a register which details where asbestos is located within the property or where there is likely to be asbestos. Details can be viewed on line using the following link: [asbestos management database](#) or cutting and pasting this line in to your intranet browser
- “Corporate Property & Estate Data base”** The councils date base for recording all its property holdings details from which, amongst other things, is used in certain statutory submissions. The data base holds, where available, record drawings, Fire Risk Assessments, links to the corporate asbestos register, property condition details etc.
- “Keystone”** Is the management data base which the council uses to record and monitor property compliance for its property stock and contains records, for tests, inspection and checks.
- “Health & Safety Management System”** Is the management data base and online reporting system which the council uses to record and monitor incidents and investigations for incidents in relation to its business for all staff and others and contains records of these incidents.
- “Contract Incident Notification”** Is a corporate form abbreviated as CIN, this form is a proforma for reporting breaches of H & S management by a contractor or service provider (both internal i.e. SCC and external providers). Form and guidance can be found via the intranet on the CHSS micro site
- “Suitable and Sufficient”** Suitable means level and complexity, for a complex project one would require more in-depth monitoring, checks, more frequent inspections etc. of the task, project, job, organisation, contractor / supplier / service provider. Sufficient, identifies as many of the known hazards and risks as possible. Have appropriate measures, checks, inspections been identified and controls implemented.

PART 1 – CONTROL OF CONSTRUCTION WORKS

Please note: Where the Property Division are commissioned to provide a consultancy service in relation to estate management and construction projects, Property Division will apply the Construction Design and Management Regulations 2015 (CDMR 15) and apply an appropriate risk management based approach to manage and monitor activities and ensure compliance with relevant statutory H & S requirements associated with the contract works. In the case of PPP or PFI or similar partnerships arrangements and where internal providers are used, the relevant Service Provider or Senior Manager will apply the CDMRs.

1. Responsibilities

Senior Managers / Head Teachers are responsible for compliance with this SWP and must:

- 1.1. Ensure all contracts are commissioned in accordance with Southampton City Council procedures, protocols and safe working guidance documents.

If the Property Division is not commissioned, the commissioning Manager is responsible for ensuring compliance with the SWP and must:

- 1.2. Commission all contracts in accordance with Council procedures and protocols.
- 1.3. Ensure a contract containing the full scope of works is produced.
- 1.4. Ensure a suitable health and safety plan is in place.
- 1.5. Seek professional health and safety advice i.e. Corporate Health and Safety Service.
- 1.6. Appoint a competent designer for all building works.
- 1.7. Ensure all building works, construction projects, highways and demolition works are carried out in compliance with the CDM Regulations, and other Regulations as applicable.
- 1.8. For all construction projects where there is more than one contractor a designer with control over the pre-construction phase as Principal Designer and a contractor as Principal Contractor must be appointed whether the project is non notifiable or notifiable.
- 1.9. Ensure that the Health and Safety Executive has been notified of any notifiable projects.
- 1.10. Appoint a competent Principle Designer and Principle Contractor for all notifiable projects.
- 1.11. Obtain proof of the contractor's competence, insurances and health and safety policies, procedures and where required CRB checks.
- 1.12. Ensure equipment/products specified are appropriate to British and European standards, legislation and the relevant industry guidance.
- 1.13. Co-ordinate the activities of those involved or associated with the works.
- 1.14. Ensure the health, safety and welfare of employees/service users/pupils/any other person(s) who use/visit the premises throughout the contractor's operations or delivery of service.
- 1.15. Ensure contractors have adequate welfare facilities in place.
- 1.16. Review, revise and update as necessary all applicable risk assessment requirements, i.e. fire risk assessment, asbestos register and ensure where changes / amendments applied details are passed to those responsible for updating the relevant data bases.
- 1.17. Provide information to the contractor on fire procedures and any known hazards their work activities may affect.
- 1.18. Ensure contractors see the Asbestos Register for the area they are working in and are aware of the local procedures for reporting concerns in case of deficiencies.
- 1.19. Ensure all contractors are authorised to carry out the work and comply with local arrangements for signing on and off the site.
- 1.20. Provide evidence to the client and when requested to the Corporate Health & Safety Service and any other persons involved deemed necessary of suitable and sufficient monitoring of the contractor / Service Provider.
- 1.21. Ensure the Contractors have a procedure for 24hr emergency contact, including their name and telephone numbers adequately displayed.
- 1.22. Where in force, and if applicable, complete and manage 'Permits to Work' for hazardous activities (See [SWP Permit to Work](#)).
- 1.23. Have procedures for notifying the contractor/Property Division of any shortcomings in health and safety management.
- 1.24. Notify the Head of Property Division of any contravention of health and safety requirements, who will advise the relevant officers.
- 1.25. In the case of PPP or PFI or similar partnerships arrangements, the relevant Partnership manager must be informed who will subsequently notify the Head of Property Division.

- 1.26. Report any incidents/accidents in compliance with the contract and [SWP Accident/Incident Reporting and Investigation](#) and notify the Corporate Health and Safety Service (see 5.8).
- 1.27. Obtain relevant documents from the contractor at the end of the work i.e. operating instructions, maintenance requirements and test certificates.
- 1.28. Retain the health and safety file at the end of the project for future occupiers or owners of the building, copies must be forwarded to the [Property Division](#) in an electronic format. Further information on the requirements of the Principle Designer can be found on the [Control of Contractors and Service Providers micro site](#).

Employees must:

- 1.29. Report any contraventions in health and safety practice to their supervisor or line manager.
- 1.30. Comply with any health and safety arrangements that have been implemented and ensure they are aware of and comply with any health and safety arrangements that have been implemented”

Contractors must:

- 1.31. Comply with all health and safety legislation and relevant industry guidance.
- 1.32. Prepare a Construction Phase Plan for all construction work being carried out
- 1.33. Ensure equipment or products used comply with British and European standards, legislation and industry guidance.
- 1.34. Ensure they are conversant with SCC’s procedures and protocols and have detailed knowledge of the SWP’s which relate to the commission/contract.
Comply with any local procedures and safe systems of work (i.e. [SWP Permits to Work](#)).
- 1.35. Vet the competence of all appointees, workers and sub-contractors to include their training to the necessary competency standards required.
- 1.36. Be authorised to carry out the work and comply with local arrangements for signing on and off the site.
- 1.37. Provide information to their workers on hazards present i.e. Asbestos, lifting operations, vehicle access routes etc.
- 1.38. Report incidents/accidents/near misses in accordance with the contract and [SWP Accident/Incident Reporting and Investigation](#) and notify the Corporate Health and Safety Service.
- 1.39. Comply and assist in accident/incident investigations.

2. Contract Liability

- 2.1. It must be understood and noted that in appointing a contractor, the Council and its officers cannot delegate its employer’s statutory duty of care to the contractor.
- 2.2. It is required that the provisions of this SWP will be applied to arrangements made with other third parties such as voluntary groups, parents, volunteers, etc.
- 2.3. Managers must be aware a simple verbal request to a third party or any written instruction – email, letter may create a contract.
With the exception of schools, works to property must be progressed via the Property Division, whose officers will ensure necessary and appropriate standards and regulations are applied and met. Council employees who arrange for works to be undertaken by a third party as part of joint service agreement must ensure they meet the requirements of this SWP.
Relying on informal arrangements to ensure that the works are carried out can expose them and the council to risk of prosecution. Such a situation is NOT acceptable.
- 2.4. Private Finance Initiatives (PFI) or Public Private Partnerships (PPP) must clarify at the earliest possible stage in writing who the ‘Client’ is and must comply with the requirements of CDM Regulations and this SWP.

3. Property Division

Where appointed, with limited exceptions, Property Division are responsible for managing the tender process for property related contracts. More detail is available on the [Property Division](#) intranet site and the Corporate Health and Safety Service [Control of Contractors microsite](#).

4. All Building Works, Construction Projects, Highways or Demolition

- 4.1. All building works, construction projects, highways or demolition projects, whether they are notifiable or non-notifiable, are subject to the CDM Regulations. The Council, through its officers must ensure that appropriate advice; competence and resources are provided to comply with these Regulations.
- 4.2. If a construction phase is likely to involve more than 30 working days and have more than 20 workers working simultaneously at any point in the project or 500 person days of construction work; the Health and Safety Executive (HSE) has to be informed by completing an F10. This is classified as a 'notifiable' project; additional duties apply, please refer to [Control of Contractors microsite](#)
- 4.3. Property Division can provide a Principle Designer service for all notifiable projects. Where appointed, they will ensure the legislative requirements are met. **Any Arrangements** outside this, Managers will have to ensure suitable arrangements are in place to meet legislative requirements. Managers are strongly recommended to arrange all building works through the Property Division.
- 4.4. For all construction projects where there is more than one contractor, whether they are notifiable or non-notifiable, a designer with control over the pre-construction phase as Principal Designer and a contractor as Principal Contractor. The appointments must be made as soon as is practicable and in writing, and in any event, before the construction phase begins.
- 4.5. Head teachers and boards of governors are responsible for fulfilling the role of 'Client' set out in the CDM Regulations – further information on the requirements, different roles and responsibilities for construction works can be found on the [Control of Contractors microsite](#). As stated previously, where the Property Division are appointed the duty to appoint a competent designer etc. and other aspects of the CDMC regulations have been met.

5. Control of Contractors on Site

- 5.1. The Manager commissioning the service must provide designers and contractors with sufficient information as to the existing hazards and risks associated with the design and construction work. This information must be specific to the project. It is not acceptable to make general reference to hazards that might exist.
- 5.2. All necessary surveys should be carried out in advance so that appointees are given the information that allows them to anticipate and plan for all significant risks, or provision has to be made within the contract documentation to commission such surveys as part of the project.
- 5.3. A Contractor (including in house) carrying out maintenance, repair or refurbishment work must provide a Construction Phase Plan (CPP), Safe System of Work (SSW), method statements and suitable and sufficient risk assessments for the tasks.
- 5.4. Control of contractors is mandatory; the methods used to do this have to be suitable and sufficient to the workplace. Civic Buildings Services have adopted an 'Authorisation to Work' form that has to be completed by all contractors carrying out works on any of the sites for which it is responsible. A typical Authorisation to Work form is available on the [Forms Library](#) and [Control of Contractors microsite](#) and could be adapted to other workplaces subject to risk assessment or where suitable practice deemed.
- 5.5. A "Permit to Work" (PTW) is a formal authority to operate a planned procedure designed to protect personnel working in hazardous areas or carrying out hazardous activities; it must not be confused with an 'Authorisation to Work' (see 5.4), or a site induction process. A PTW will be needed when the risks of a job or task are very high and the control precautions need strict observance for the safety of those involved, examples include:
 - 5.5.1. Entry into and work in confined spaces;
 - 5.5.2. Hot Works;
 - 5.5.3. Roof Work;

Further information on the procedure for issuing and controlling a 'Permit to Work' can be found on the [Control of Contractors microsite](#) and within the [SWP – Permit to Work](#).

- 5.6. Where written permission has been provided for Contractors to use Council's equipment, it is important to ensure that such equipment is in sound condition, appropriate for the proposed use and properly maintained, in compliance with [SWP – Work Equipment](#). This applies to all council owned equipment, where equipment is loaned; it must be inspected when returned to ensure sound condition.
- 5.7. Health and safety procedures should deal with the services that the contractor may require when on site and also cover the plant/equipment they may bring with them. Special areas of secure storage may need to be established. Toilets, rest room and first aid facilities for contractors should also be properly organised.
- 5.8. Procedures must be in place for the reporting and investigation of any accidents, incidents, or 'near misses', in compliance with the contract and SWP [Accident/Incident Reporting and Investigation](#). All contractor incidents/accidents must in addition be recorded onto a Contractor Incident Notification (CIN) Form and forwarded to the Corporate Health and Safety Service immediately before the end of the working day.
- 5.9. In the case of PPP or PFI or similar partnerships arrangements, all relevant health and safety legislation must be complied with, and a reporting structure agreed with the Corporate Health and Safety Service.
- 5.10. The requirements of employees, pupils, tenants etc, must be carefully considered in terms of access and egress, facilities and general service arrangements (e.g. deliveries). The evacuation and emergency procedures must be taken into account and contractors, sub-contractors etc. made fully aware.

Further information for the Protection of the Public can be found on the [Control of Contractors microsite](#).

6. Monitoring and Reviewing Performance

- 6.1. The person managing the contract on behalf of the Council must make appropriate arrangements for monitoring the work of the contract. A '[Site Inspection Form](#)' is available on the Forms library.
- 6.2. Breaches of health and safety standards by a contractor including in-house **must not** be ignored. It may be reasonable to follow up minor infringements verbally with the contractor, but it must be kept in mind that a pattern of such infringements may indicate an underlying lack of health and safety management which may require more formal action by use of the CIN protocol.
- 6.3. If the person managing the contract becomes aware that the contractor has breached health and safety standards, he/she will:
 - 6.3.1. Contact the contractor at the earliest opportunity and request that that immediate remedial action must be taken and that they confirm the actions taken by providing evidence of completed actions.
 - 6.3.2. Using the CIN protocol, follow up the verbal request with a written confirmation and send a copy to the contractor and to Corporate Health & Safety Service who will distribute to the relevant officers.
- 6.4. The Head of Property Division or delegated officer will keep a register of the notifications. If it appears from the register entries that a contractor/supplier has a record of repeated failures, or a fewer number of significant failures, or even a single major failure (or any combination thereof) then the Head of Property Division, delegated officer and the relevant Manager (if applicable) will convene a meeting to discuss the record.
- 6.5. The Head of Property Division in conjunction with the relevant Manager (if applicable) will decide what action, if any, will be taken against the contractor. Such action may include:
 - 6.5.1. A verbal warning;
 - 6.5.2. A written warning;
 - 6.5.3. Banning offending contractor staff from site;
 - 6.5.4. Request documented assurances of actions they will take to address the concerns, which may include evidence of increased contractor site monitoring visits, retraining/briefing of operatives.
 - 6.5.5. Placing the contractor under special measures, these may include the following:

- 6.5.5.1. Increasing health and safety site monitoring visits.
- 6.5.5.2. Requirement of an action plan to improve health and safety management failures;
- 6.5.5.3. Requirement for increased control measures;
- 6.5.5.4. Evidence of increased contractor site monitoring;
- 6.5.5.5. Regular meetings;
- 6.5.5.6. Termination of the contract (or similar contracts with the Council);
- 6.5.5.7. Suspended from working on any SCC contract / premises.

- 6.6. In the case of PPP or PFI or similar partnerships arrangements the terms of the contract must specify the resolution process to be followed. Where the terms of the contract are not being met, discrepancies must be reported through to the Manager for the appropriate action.
- 6.7. Any decision to terminate a contract can only be made with the agreement of the Head of Property Division who will consult with the officers of the council as appropriate.

7. Contract Completion

- 7.1. At the end of the contract the responsible manager must ensure all relevant documentation be obtained (e.g. test certificates) and retained by the relevant manager. Where plant, equipment and the like have been installed, details must be passed to the Property Division. It should be checked that all contractor's equipment and material has been removed and that working areas have been left in a safe condition. Any damage to fixtures, fittings, floor surfaces etc. should be made good.
- 7.2. If equipment has been installed as part of the contract, safe operating procedures, maintenance routines etc. must be clearly identified and understood; involving, where appropriate, the handover of necessary documentation so that future maintenance arrangements can be organised.
- 7.3. The responsible manager must:
 - 7.3.1. Ensure they receive from the contractor both an electronic and hard copy of the 'as built' drawings, details of construction materials, installed fitting, fixtures, plant and equipment
 - 7.3.2. Pass a duplicate set (electronic) to the Property Division for entry on the Corporate Estate & Property database – 'TechForge'. The format of drawings etc. to be as required for entry on TechForge
 - 7.3.3. Ensure maintenance arrangements are in place which are compliant with SCC requirements. Where required, ensure details passed to the Property Division for lodging on 'Information Exchange'.
 - 7.3.4. Ensure the sites "Responsible Person" is aware of any additional testing & inspections which the works may have created.
 - 7.3.5. Conduct / review the Fire Risk Assessment and ensure it is valid / adequate / appropriate following completion of contract.
 - 7.3.6. Ensure confirmation is received that all details of any asbestos removed / covered / sealed has been entered on to the Asbestos Data base.
 - 7.3.7. Ensure that all access routes, rooms' external grounds etc. affected by the works have been cleared of any debris, potential hazards etc. all smoke detectors covered or deactivated for the works have been re-commissioned following clean down by contractor.

PART 2 – CONTROL OF SERVICE PROVIDERS

Examples of 'service providers' are those supplying and/or delivering all goods and services, for example (but not exclusively) delivery of bottled water and dispensers/removals, stationery supply deliveries, hire of minibuses / coach hire, external catering services (including voluntary services), access equipment, entertainment equipment, etc.

8. Responsibilities

Senior Managers / Head Teachers are responsible for compliance with this SWP and must:

- 8.1. Ensure all contracts are commissioned in accordance with Southampton City Council procedures, protocols and Safe Working Guidance documents.

The Manager is responsible for ensuring compliance with the SWP and must:

- 8.2. Commission all contracts in accordance with Council procedures and protocols.
- 8.3. Obtain proof of the contractor's competence, insurances, health and safety policies, procedures and where required, CRB checks.
- 8.4. Liaise effectively between all parties.
- 8.5. Ensure the health, safety and welfare of employees/service users/pupils/any other person(s) who continue to use/visit the premises throughout the Service Provider's operations or delivery of service.
- 8.6. Provide information to the service provider on fire procedures and any known hazards their service delivery and activities may disturb.
- 8.7. Ensure all contractors are authorised to carry out the work and comply with local arrangements for signing on and off the site.
- 8.8. Evidence suitable and sufficient monitoring of the provided services, to the client and where necessary to the Corporate Health & Safety Service and any other persons involved deemed necessary.
- 8.9. Have arrangements for notifying the Service Provider of any shortcomings in health and safety management.
- 8.10. Notify the Head of Property Division and / or Corporate Health & Safety Service, who will advise relevant officers of any contravention of health and safety standards by a contractor.
- 8.11. In the case of PPP or PFI or similar partnerships arrangements, the relevant Partnership manager must be informed who will subsequently notify the Head of Property Division and where necessary Corporate Health & Safety Service.
- 8.12. Report any incidents/accidents in compliance with the contract and [SWP Accident/ Incident Reporting and Investigation](#) and notify Corporate H&S Service (see 11.4).
- 8.13. Obtain relevant documents from the Service Provider at the end of the work i.e. operating instructions, maintenance requirements, and test certificates.
- 8.14. Ensure equipment/products specified are appropriate to British and European standards, legislation and the relevant industry guidance.
- 8.15. Ensure any maintenance plans associated with equipment hire and the like is implemented, and a record kept. It may be appropriate to log such requirements on Info Exchange.

Employees must:

- 8.16. Report any contraventions in health and safety practice.
- 8.17. Comply with any health and safety arrangements that have been implemented.

Service Providers must:

- 8.18. Comply with all health and safety legislation and relevant industry guidance.
- 8.19. Ensure equipment or products used comply with British and European standards, legislation and industry guidance.
- 8.20. Ensure service provider/s is aware of and understands the application of any SCC SWP's in respect of their service undertaking to SCC. Comply with any local procedures and safe systems of work.
- 8.21. Vet the competence of all appointees, workers and sub-contractors to include their training to the necessary competency standards required.
- 8.22. Be authorised to carry out the work and comply with local arrangements for signing on and off the site.
- 8.23. Provide hazard information to their workers where applicable i.e. Asbestos.
- 8.24. Report incidents/accidents/near misses in accordance with the contract and [SWP Accident/Incident Reporting and Investigation](#) and notify the Corporate H&S Service.

- 8.25. Comply and assist in accident/incident investigations, which may include providing evidence of suitable servicing arrangements for equipment being used or being provided for use.

9. Contract Liability

- 9.1. It must be noted that in appointing a Service Provider, the Council and its officers cannot delegate its employer's statutory duty of care to the contractor.
- 9.2. It is required that the provisions of this SWP will be applied to arrangements made with other third parties such as voluntary groups, parents, volunteers, etc.
- 9.3. Managers must be aware a simple verbal request to a third party or any written instruction – email, letter may create a contract.
With the exception of schools, works to property must be progressed via the [Property Division](#), whose officers will ensure necessary and appropriate standards and regulations are applied and met. Council employees who arrange for works to be undertaken by a third party as part of joint service agreement must ensure they meet the requirements of this SWP.
Relying on informal arrangements to ensure that the works are carried out can expose them and the council to risk of prosecution. Such a situation is NOT acceptable.

10. Procurement Services

- 10.1. Procurement Services are responsible for helping the Council to achieve best value and improve service quality from its suppliers for non-property related procurement; they will advise on a compliant procurement route.
- 10.2. When purchasing goods or services, managers must comply with Southampton City Council procedures for procurement. Further information on the products available and can be found on [Procurement intranet pages](#).

11. Control of Service Providers on Site

- 11.1. The Manager commissioning the service must provide Service Providers with sufficient information as to the existing hazards and risks associated with their workplace. It is not acceptable to make general reference to hazards that might exist.
- 11.2. Where written permission has been provided for Service Providers to use Council equipment, it is important to ensure that such equipment is in sound condition, appropriate for the proposed use and properly maintained, in compliance with [SWP Work Equipment](#).
- 11.3. Health and safety procedures should deal with the services that the Service Provider may require when on site and also cover the plant/equipment they may bring with them. Special areas of secure storage may need to be established. Toilets, rest room and first aid facilities for Service Providers should also be properly organised.
- 11.4. Procedures must be in place for the reporting and investigation of any accidents, incidents, or 'near misses', in compliance with the contract and SWP [Accident/Incident Reporting and Investigation](#). All Contractor incidents/accidents must in addition be recorded onto a Contractor Incident Notification Form and forwarded to the Corporate Health and Safety Service as soon as practicable. (see "forms" at end of this SWP)
- 11.5. The requirements of employees, pupils, tenants etc, must be carefully considered in terms of access and egress, facilities and general service arrangements (e.g. deliveries). The evacuation and emergency procedures should be taken into account and Service Providers made fully aware.

Further information for the Protection of the Public can be found on the [Control of Contractors microsite](#).

12. Monitoring and Reviewing Performance

- 12.1. The person managing the contract must make appropriate arrangements for monitoring the compliance of the supplier or provider with both statutory requirements and the Councils SWP and any other relevant protocols or procedures.
- 12.2. Breaches of health and safety standards by a Service Provider must not be ignored. It may be reasonable to follow up minor infringements verbally with the supplier or provider, but it must be borne in mind that a pattern of such infringements may indicate an underlying lack of health and safety culture requiring a more formal approach.
- 12.3. If the person managing the contract becomes aware that the Service Provider has breached health and safety standards, he/she will:

- 12.3.1. Without delay contact the Service Provider requesting that immediate remedial action must be taken, and they are to confirm the actions have been taken by documented evidence.
 - 12.3.2. Follow up with a written confirmation of the matter, by use of the CIN proforma, sending a copy to the contractor and copy to Corporate Health and Safety Service.
- 12.4. The Head of Property Division or delegated officer will keep a central register of the notifications. If it appears from the register entries that a Service Provider has a record of repeated failures, or a fewer number of significant failures, or even a single major failure (or any combination thereof) then the Head of Property Division, Corporate Health and Safety Service and the relevant Manager (if applicable) will convene a meeting to discuss the record.
- 12.5. The Head of Property Division will decide what action, if any, will be taken against the Service Provider. Such action may include:
- 12.5.1. A verbal warning;
 - 12.5.2. A written warning;
 - 12.5.3. Banning offending Service Provider staff from site;
 - 12.5.4. Request for written assurances, including evidence of increased Service Provider monitoring visits;
 - 12.5.5. Placing the Service Provider under special measures, these may include the following:
 - 12.5.5.1. Increasing health and safety monitoring visits;
 - 12.5.5.2. Requirement of an action plan to improve health and safety management failures;
 - 12.5.5.3. Requirement for increased control measures;
 - 12.5.5.4. Evidence of increased Service Provider site monitoring;
 - 12.5.5.5. Regular meetings;
 - 12.5.5.6. Termination of the contract (or similar contracts with the Council);

Any decision to terminate a contract will be made in consultation with the Head of Property Division and the Solicitor to Southampton City Council.

- 12.6. For PFI, PPP and similar forms of procurement projects, the terms of the contract must specify the resolution process to be followed. Where the terms of the contract are not being met, discrepancies must be reported through to the relevant Manager for the appropriate action.

13. Contract Completion

- 13.1. At the end of the contract any relevant documentation should be obtained and retained by the relevant manager (e.g. test certificates).
- 13.2. If equipment has been installed as part of the contract, safe operating procedures, maintenance routines etc. must be clearly identified and understood; involving, where appropriate, the handover of necessary documentation so that future maintenance arrangements can be organised.
- 13.3. The responsible manager must:
 - 13.3.1. Ensure they receive from the contractor both an electronic and hard copy of the 'as built' drawings, details of construction materials, installed fitting, fixtures, plant and equipment
 - 13.3.2. Pass a duplicate set (electronic) to the Property Division for entry on the Corporate Estate & Property database – 'TechForge'. The format of drawings etc. to be as required for entry on TechForge
 - 13.3.3. Ensure maintenance arrangements are in place which are compliant with SCC requirements. Where required, ensure details are passed to the Property Division for logging on 'Keystone'
 - 13.3.4. Ensure the sites "Responsible Person" is aware of any additional testing & inspections which the works may have created.
 - 13.3.5. Review / Carryout Fire Risk Assessment and ensure it is valid / adequate / appropriate following completion of contract.
 - 13.3.6. Ensure confirmation is received that all details of any asbestos removed / covered / sealed has been entered on to the Asbestos Data base.

- 13.3.7. Ensure that all access routes, rooms' external grounds etc. affected by the works have been cleared of any debris, potential hazards etc. all smoke detectors covered or deactivated for the works have been reinstated.

PART 3 – CONTRACT HEALTH & SAFETY PROFILING

MANAGING RISK

14. Overview

- 14.1. Most services provided to the Council by contractors or service providers give potential for harm to occur. Three groups could be harmed:
- (a) The Council's employees exposed to risks from the contractor, suppliers of goods or services work or activities.
 - (b) Others, e.g. service users and the public who are exposed to risks from the activities or work being done.
 - (c) The contractor, suppliers of goods or services and his employees exposed to risks from the Council's services or activities, buildings and equipment or another contractor, suppliers of goods or services activities or work.
- 14.2. Co-operation and co-ordination between the Council and its contractors, suppliers of goods or services is essential to minimise risks. To manage the health and safety risks arising from using contractors, suppliers of goods or services, the Council will use a Four-Tiered H&S Profiling System documented below. These measures are to be applied in addition to any service delivery outputs described / prescribed by the service contract.

15. Selection

- 15.1. Assessment of contractors, suppliers of goods or services must be compliant with SCC Contract Procedures Rules, which will now include scrutiny of the nominee's health, safety and welfare, legal compliance and their ability to manage health, safety and welfare.

16. Contractual agreement

- 16.1. Once selected, a contractual agreement is made between the Council and the contractor, suppliers of goods or services which must include the Council's specific requirements for health and safety.

17. Co-ordination

- 17.1. An agreed method of co-ordination of the contractor, suppliers of goods or services and Council's activities, with clear arrangements for giving the relevant information to Council staff and service users must be developed and in place prior to the supply of the service or commencement of activities or works.

18. Monitoring

- 18.1. If managers commission the Property Division to deliver professional services associated with estate management and construction projects, the Property Division will apply the Construction Design and Management Regulations (CDMR 15) and apply an appropriate management process to manage and monitor the contract activities.
In the case of internal appointment, PPP or PFI or similar partnerships arrangements, the relevant Service Provider will apply the CDMRs and appropriate risk management.
- 18.2. Requirements for monitoring contractors, suppliers of goods or services work practices. Guidance on this may be obtained from the Corporate Health & Safety Service. Contract / Project Officers, Building Managers and Heads of Service may request monitoring visits from Corporate Health & Safety Service for any class of contract where there are any concerns or issues of health & safety compliance and arrangements or the contractors, suppliers of goods or service's activities. Corporate Health & Safety Service may monitor any contractors, suppliers of goods or services during any contract at any time without prior notice.

18.3. The extent to which this Four Tiered H&S Profiling System is implemented depends on the nature of the work undertaken by the contractors, suppliers of goods or services, contracts are classified as outlined in this document to allocate the appropriate attention, for the purpose of profiling contracts in relation to health and safety;

Class 1 Contracts - supply of goods-only contracts and orders.
H&S Controls - Additional controls may be required.

Class 2 Contracts – supply of service contracts where there are no significant risks of serious injury to the contractor’s / supplier’s workforce, Council staff, service users, or members of the public.
H&S Controls - Additional controls may be required.

Class 3 Contracts - supply of service contracts that need particular health or safety measures to prevent significant risk of serious injury to the contractor’s / supplier’s workforce, Council staff, service users, or the public. This class includes fixed- term and multi-site contracts.
H&S Controls - Additional controls will be required as documented in appendix 3

Class 4 Contracts (Construction works) – contracts that fall within the legal definition of construction work i.e. means the carrying out of any building, civil engineering or engineering construction work.
H&S Controls - Additional risk controls must be implemented, or the activity stopped, as per appendix 4

18.4. Risk Matrix

		SEVERITY		
		RR 1	RR 2	RR 3
PROBABILITY	RR 3	RR 3 - Medium Class 3	RR 6 - Medium to High Class 4	RR 9 - High Class 4
	RR 2	RR 2 - Low to Medium Class 2	RR 4 - Medium Class 3	RR 6 - Medium to High Class 4
	RR 1	RR 1 - Low Class 1	RR 2 - Low to Medium Class 2	RR 3 - Medium Class 3

18.4.1. Severity

- 18.4.1.1. Major – RR 3
Potential for death, major injuries or illness e.g. non-reversible, serious loss of service or property
- 18.4.1.2. Significant – RR 2
Potential for serious injuries or illness e.g. reversible or temporary loss of service or property
- 18.4.1.3. Minor – RR 1
Potential for minor injuries or illness or minor interruption in service or negligible risk.

18.4.2. Probability

18.4.2.1. High – RR 3
Where it is likely or near certain that an incident could occur

18.4.2.2. Medium – RR 2
Where it is often or not frequent that an incident could occur

18.4.2.3. Low – RR 1
Where it is unlikely or not certain that an incident could occur

18.5. Selection Criteria

18.5.1. The health and safety criteria for selection are as advised in Appendices 1 to 4. Contractors can be rejected if their health and safety management systems are assessed as inadequate.

18.5.2. Generally, contractors are assessed for their compliance and awareness of health and safety law during the pre-qualification stage (where smaller schemes are procured, where PQQ is not undertaken, should also be effectively evaluated) and task-specific competence at the tender stage. However, specialist questions may need to be asked at any stage at the discretion of the Contract/Project Officer or Corporate Health and Safety Service.

18.5.3. Corporate Health and Safety Service, when it is invited to assess contractors, use standard questionnaires to assess the health and safety part of a company's application (Class 3 and 4 contracts only). Other less demanding standards are applied to Class 2 contracts.

18.5.4. At the tender stage, contract-specific paperwork, e.g. risk assessments, method statements etc, must be assessed separately for adequacy.

18.6. Framework Agreements

18.6.1. Contractors must not be placed on a select list or framework without being properly assessed and validated and a record kept of that process. To assist this process, Council select list and framework administrators may opt to use CHAS to verify the health and safety status of their contractors or ask for advice from Corporate Health and Safety Service. Council Services and Business Units must review their select lists and frameworks periodically, refer to the Council's Procurement processes and Contracts for details.

18.7. Health and Safety Contract Clauses

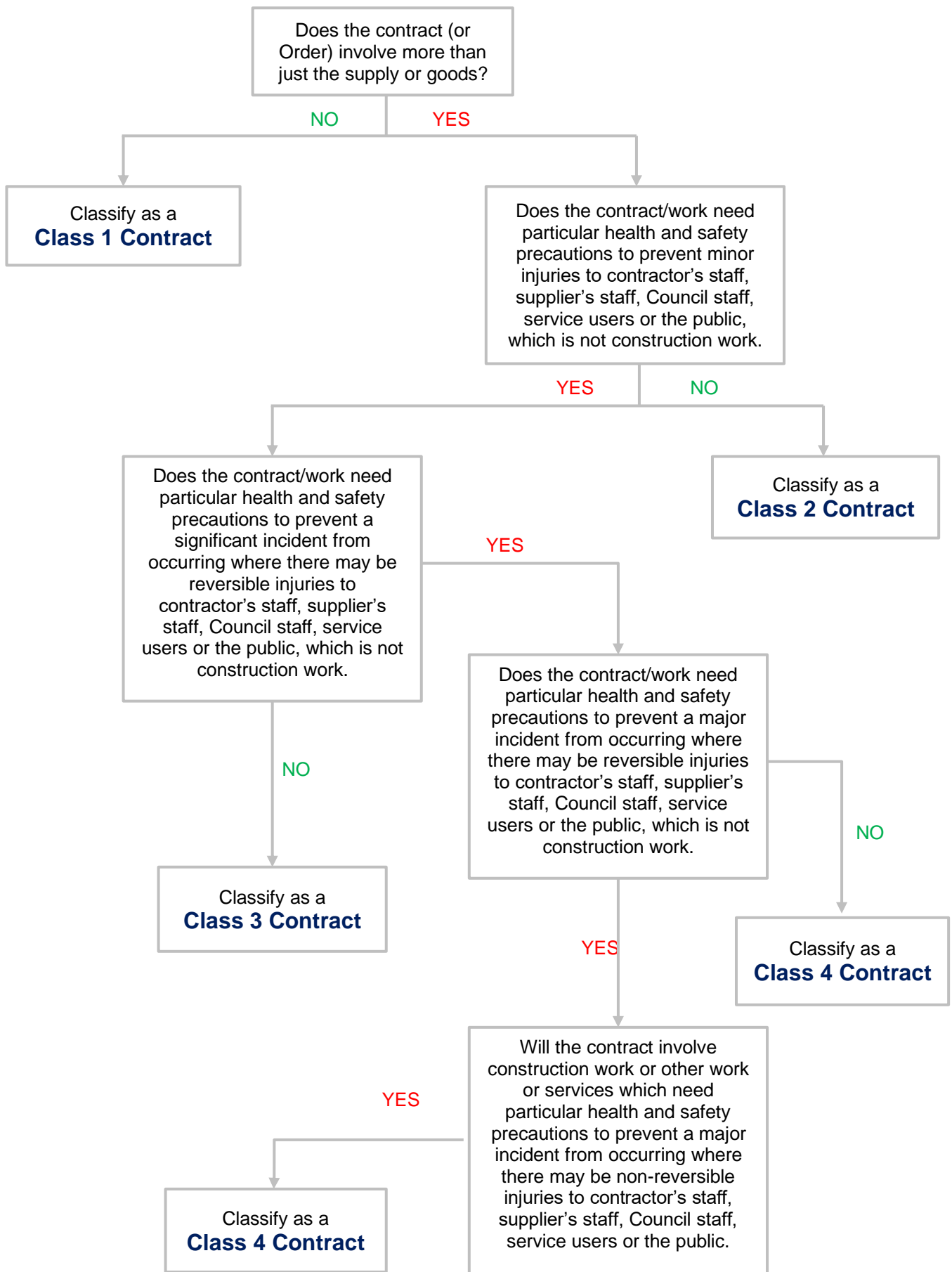
18.7.1. Contracts produced by SCC must include appropriate health and safety conditions for the relevant contract classification.

18.7.2. Where client services and Contract/Project Officers use standard forms of contract, for example Joint Contracts Tribunal Ltd (JCT) or similar, the health and safety requirements must be included as part of the Specification/Bills of Quantities/Work Schedules (as appropriate) which form part of the contract documentation.

18.8. Staff Training

18.8.1. Council Directorates and Services Units must identify training needs and ensure that their staff are competent to carry out their health and safety roles regarding contractors. Competence is defined as a combination of experience, knowledge, skill, sufficient understanding of the work and other qualities to enable effective implementation. Training is an important part of achieving competence.

- 18.8.2. Contract/Project Officers, any partners, third parties or commissioning departments, where commissioning on behalf of SCC for construction contracts (as defined above) must have received training in the requirements of the CDM Regulations, the application of the regulations should only be undertaken by appointment of the Property Division or external consultant and should not be applied by the commissioner. Where no external consultant or Property Division appointment is made, the commissioner assumes the responsibility for the application of the regulations and must ensure they are sufficiently competent.
- 18.8.3. Where the commission is from an internal department, the application of the regulations and training requirements must still be applied.
- 18.8.4. Corporate Health and Safety Service offer advice and training on the health and safety side of all types of contracts. This training includes:
 - 18.8.4.1. The Client's, Employer's, and Contractor's duties under health and safety law.
 - 18.8.4.2. The assessment and selection of contractors.
 - 18.8.4.3. The control and monitoring of contractors on Council premises, land or sites.
 - 18.8.4.4. The CDM Regulations (where applicable).



PART 4 – FURTHER INFORMATION

14. Safe Working Procedures Relevant to This Document

- 14.1. Working Safely at Height
- 14.2. Control of Asbestos at Work
- 14.3. Accident/Incident Reporting and Investigation
- 14.4. Permit to Work

Note: Other safe working procedures may apply, and the assessor should consult the SWPs. An A-Z is available on the Council's [Health and Safety Intranet](#).

15. Main Legislation Relevant to This Document

- 15.1. [Health and Safety at Work etc Act](#)
- 15.2. [The Management of Health and Safety at Work Regulations](#)
- 15.3. [The Construction \(Design and Management\) Regulations 2015](#)
- 15.4. [Work at Height Regulations](#)
- 15.5. [Control of Substances Hazardous to Health Regulations](#)
- 15.6. [Provision and Use of Work Equipment Regulations](#)
- 15.7. [Lifting Operations and Lifting Equipment Regulations](#)

16. Contact Addresses and Guidance Links

- 16.1. Health and Safety Executive (HSE)
 - 16.1.1 www.hse.gov.uk
 - 16.1.2 [HSE Construction Microsite](#)
- 16.2. Construction Skills
 - 16.2.1 www.cskills.org/
 - 16.2.2 [Construction \(Design And Management\) Regulations](#)
- 16.3. Procurement Services
 - 16.3.1 [Procurement Services Intranet](#)
- 16.4. Property Division
 - 16.4.1 [Property Division Intranet](#)
- 16.5. Corporate Health and Safety Service
 - 16.5.1 [Health and Safety Intranet](#)
 - 16.5.2 [Control of Contractors and Service Providers microsite](#).

For full contact address visit the health and safety intranet [Useful Contacts](#).

APPENDIX 1 – CLASS 1 CONTRACTS

For contracts that fall into this class at least the minimum level of Health and safety checks and controls must be employed. The below detail is not intended to be a comprehensive schedule and where further actions are required; they must be implemented. If use of standard SCC procurement process i.e. Through SCC Procurement and SCC Property Division, it can be assumed all such checks have been taken, where managers have formal approval to not use these standard methods that such checks etc. are required.

Contract Examples

- (a) Office stationery.
- (b) Mail order for battery-operated clock.
- (c) Order for replacement dust extraction filters.
- (d) Photocopier repairs

Selection

The Contract/Project Officer, any partners, third parties or commissioning departments, where commissioning on behalf of SCC must ensure:

- (a) That items ordered are fit for the intended purpose.
- (b) That items ordered meet any relevant British and European Standards regarding health and safety.
- (c) If equipment is being hired, that any relevant certificates of testing or examination are provided, for example lifting equipment.
- (d) If machinery is being procured, that it is accompanied by an EU Declaration of Conformity (until 1st January 2022) or Incorporation.

Contractual Agreement

The Contract/Project Officer, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must ensure:

- (a) Health and safety contract clauses are included in the contract.
- (b) Where relevant, goods come with product hazard information / data and instructions for use.

Co-ordination

The Contract/Project Officer, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must liaise with the Building Manager/Head of Service and the Supplier to ensure:

- (a) Delivery is made safely, for example minimising risks associated with vehicles reversing/turning or manually handling heavy/awkward objects.
- (b) The goods are delivered at an appropriate place and time and that sufficient notice is given to arrange attendance, as necessary.

The Building Manager/Head of Service, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must ensure that the contractor / supplier is given appropriate induction training if they go beyond the reception area in the buildings to make the deliveries.

Monitoring

There is normally no need to monitor the health and safety of supply-only contractors unless the goods to be delivered are potentially very dangerous or reports of accidents and incidents reveal a problem with the supplier or method of delivery.

H&S Controls

- (a) Initial Check of documents and relevant H&S qualifications/certifications.
- (b) Annual documents check for relevant H&S documents.
- (c) Clauses and penalties to be built into contract reflecting the nature of the work being carried out as set by SCC Contract Manager.

APPENDIX 2 – CLASS 2 CONTRACTS

For contracts that fall into this class at least the reasonable level of Health and safety checks and controls must be employed. The below detail is not comprehensive and where further actions are required; this should be implemented. If use of standard SCC procurement process i.e. Through SCC Procurement and SCC Property Division, it can be assumed all such checks have been taken, where managers have formal approval to not use these standard methods that such checks etc. are required.

Contract Examples

- (a) Consultant contracted to give presentation on developments in technology
- (b) Agency staff used to cover general office work.
- (c) Delivery of furniture by large vehicle to Council premises

Selection

The Contract/Project Officer, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must identify and specify any health, safety or technical qualifications required of the contractor - if in doubt, the Contract/Project Officer must consult with Corporate Health and Safety Service regarding health and safety qualifications.

Contractual Agreement

The Contract/Project Officer, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must ensure:

- (a) That health and safety contract clauses are included in the contract.
- (b) That any health and safety matters relating to local conditions are explained to the contractor.
- (c) Any other relevant condition required under Class 1.

Co-ordination

The Contract/Project Officer, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, where applicable, must inform the Building Manager / Head of Service of the contract arrangements and give sufficient forward notice so that they can make necessary arrangements.

The Building Manager/Head of Service, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must:

- (a) Arrange appropriate induction training, including issue of the most current *“Health & Safety Information for Contractors Working on Occupied SCC Premises”* leaflet, where the contract work or service takes place on occupied Council premises.
- (b) Ensure occupants/users of the premises affected by the work are notified.

Monitoring

The Building Manager/Head of Service, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must:

- (a) Check that the contractor has taken obvious precautions to avoid foreseeable accidents to Council staff, service users and members of the public e.g. Erecting warning signs and barriers.
- (b) In liaison with the Contract/Project Officer, ensure the appropriate levels monitoring of the contractor is undertaken.

There is no need to record this monitoring formally, for example a note of the visit in a diary/daybook would suffice. However, if there is a particular problem with a contractor then the issue must be formally recorded and actioned in an appropriate way.

H&S Controls

- (a) Initial Check of documents and relevant H&S qualifications/certifications.
- (b) 6 Monthly updates from contractor on issues/progress relating to contract including an escalation procedure for serious issues.
- (c) 6 monthly meetings with contractor during the life of the contract.
- (d) Annual documents check for relevant H&S documents.
- (e) Annual audit (to be agreed with contractor first).
- (d) Clauses and penalties to be built into contract reflecting the nature of the work being carried out as set by SCC Contract Manager.

APPENDIX 3 – CLASS 3 CONTRACTS

For contracts that fall into this class at least the reasonable to maximum level of Health and safety checks and controls must be employed. The below detail is not comprehensive and where further actions are required, this should be implemented. If use of standard SCC procurement process i.e. Through SCC Procurement and SCC Property Division, it can be assumed all such checks have been taken, where managers have formal approval to not use these standard methods that such checks etc. are required.

Examples

- (a) Contract for building cleaning.
- (b) Contract for mains electrical maintenance.
- (c) Agency staff used to cover work with children who have behavioural difficulties.
- (d) Ground care, e.g. tree surgery, grass cutting, etc.

Selection

The Contract/Project Officer, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must ensure:

- (a) That health and safety management competence is included among the criteria for choosing contractors.
- (b) That only contractors assessed for health & safety legal compliance by a competent person are used – Corporate Health and Safety Service recommend the CHAS standard for this Class of contract.
- (c) That professional advice is obtained from the Property Division for all matters touching on construction issues, including mechanical and electrical services.

Contractual Agreement

The Contract/Project Officer, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must ensure that:

- (a) Before entering into or agreeing a contract for work, supply of goods or services potential contractors are provided with any health and safety information relating to the local conditions, such as existing hazards, restrictive work practices or special conditions at the premises or site. This will enable the contractors to complete their written risk assessments or health and safety method statements to explain how risks will be managed.
- (b) The contractor's risk assessments or health and safety method statements form part of the contractual agreement on how the contractor is to work safely and will be available for inspection on request.
- (c) Before the start of the work, a meeting is arranged between the contractor's management, the Building Manager/Head of Service and others as necessary, to review the health and safety arrangements and discuss how the work will be co-ordinated.
- (d) Health and safety contract clauses are included in the contract.
- (e) Where the contract is for hiring extra or replacement staff, such as agency staff, that the hired staff have the same training, qualifications and experience regarding health and safety that is required of Council employees undertaking similar work.

Note: If legislation changes between tendering (or appointment to a select list) and contract award, the Contract/Project Officer must get further information from the contractor to ensure the contractor's risk assessments or health and safety method statements comply with the law.

Co-ordination

The Building Manager/Head of Service, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must:

- (a) Where the contract work or service takes place on occupied Council premises, arrange appropriate induction training including issue of the most current "Health & Safety Information for Contractors Working on Occupied SCC Premises" leaflet.

- (b) Ensure any occupants of the premises affected by the work are been notified.

The Contract/Project Officer, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must include health and safety matters in contract progress meetings; if Council Corporate Health & Safety Officers visit the contractor at work, their report(s) must be included for consideration during subsequent meetings.

Both the Contract/Project Officer, any partners, third parties or commissioning departments, where commissioning on behalf of SCC and the Building Manager/Head of Service must, where possible for health and safety reasons, ensure the contractor's work is segregated from other users of the premises or site; this can be achieved in several ways, such as physical barriers or out-of-hours working.

Monitoring

The Contract/Project Officer, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, is expected to monitor his/her contractors as follows:

- (a) for short, continuous work contracts (i.e. up to 1-week duration), where practicable, the works or place where the service is being provided should be visited to monitor for basic health and safety performance of the contractor; or
- (b) for longer, continuous work contracts (i.e. those in excess of 1 week), the works or place where the service is being provided must be visited; the number of visits will depend on the degree of risk and the past performance of the contractor; or
- (c) for fixed-term contracts where a contractor occasionally but habitually visits premises, for example grass-cutting, mechanical and electrical maintenance, window cleaning etc, then a set of sample visits are required during the term of the contract.

The Building Manager/Head of Service, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must, if that work area is on occupied premises, periodically visit a contractor's work area to ensure that agreed arrangements are being adhered to; shortcomings must be notified as soon as possible to the Contract/Project Officer and he/she must contact Corporate Health and Safety Service for advice on serious shortcomings.

Both the Contract/Project Officer, any partners, third parties or commissioning departments, where commissioning on behalf of SCC and the Building Manager/Head of Service must keep records of monitoring.

H&S Controls

- (a) Initial Check of documents and relevant H&S qualifications/certifications.
- (b) 3 Monthly updates from contractor on issues/progress relating to contract including an escalation procedure for serious issues.
- (c) Quarterly meetings with contractor during the life of the contract.
- (d) 6 monthly documents check for relevant H&S documents.
- (e) Annual audit (to be agreed with contractor first).
- (f) Clauses and penalties to be built into contract reflecting the serious nature of the work being carried out.

APPENDIX 4 – CLASS 4 CONTRACTS

For contracts that fall into this class the maximum level of Health and safety checks and controls must be employed. The below detail is not comprehensive and where further actions are required, they must be implemented. If use of standard SCC procurement process i.e. Through SCC Procurement and SCC Property Division, it can be assumed all such checks have been taken, where managers have formal approval to not use these standard methods that such checks etc. are required.

Example

All construction work which includes:

- (a) Non-Notifiable Construction works lasting less than 30 working days or 500 person days (e.g. 50 people working for 10 days).
- (b) Notifiable Construction works that last more than 30 working days or involves more than 500 person days (e.g. 50 people working for over 10 days) which are notifiable by F10 to the HSE.

Note: If a Council Directorate or Business Unit or maintained school other than the Property Division undertakes construction work involving SCC maintained premises, they should notify the Property Division of their intentions.

Selection

Council Directorates/Service and Business Units or maintained school, as client, have specific duties under the CDM Regulations (see Appendix 6). The Contract/Project Officer, representing the Council in its role as client, must:

- (a) Ensure the Designer(s), or those undertaking any aspect of design and a Contractor are appointed in writing.
- (b) Ensure health and safety management competence is among the criteria for appointing such consultants/contractors - only consultants/contractors who have been assessed for health and safety legal compliance by a competent person.
- (c) That only contractors assessed for health & safety legal compliance by a competent person are used – Corporate Health and Safety Service recommend the CHAS standard for this Class of contract.

Contractual Agreement

The Contract/Project Officer, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must ensure:

- (a) that health and safety contract clauses are included in the contract;
- (b) that before entering into or agreeing to a contract for the works, any health and safety matters relating to local conditions, called Pre- construction Information, is given to the (appointed) Designer(s) and potential contractors, including:
 - a. any information about or affecting the site or construction work, e.g. the Asbestos Register extract, restrictive work practices or special conditions;
 - b. any information concerning the proposed use of the structure as a workplace, e.g. the characteristics of the intended service user;
 - c. the minimum amount of time, before the construction phase, being allowed to the appointed contractor by the client for planning/preparation of the work;
 - d. any existing Health & Safety File;
- (c) that contractors, using the Pre-construction Information, submit written risk assessments or health and safety method statements to explain how risks will be managed. These risk assessments or health and safety method statements must form part of the contractual agreement on how the contractor is to work safely; and
- (d) that where the contractor hires extra or replacement staff, such as agency staff or labour-only sub-contractors, the hired staff have the same training, qualifications and experience regarding health and safety required of the contractor's employees. The contractor must also ensure sub-contractors follow this requirement.

Note: If legislation changes between tendering and contract award, the Contract/Project Officer must get further information to ensure the contractor's risk assessments or health and safety method statements comply with the law.

Co-ordination

The Contract/Project Officer, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must ensure:

- (a) Where the contract work takes place on occupied premises, that the Building Manager/Head of Service is informed of the contract arrangements.
- (b) The contractor is given written details of any asbestos procedures, lockout systems, permit-to-work systems (including confined space, hot works, excavation/trench permits) and checking procedures that are required.
- (c) That contract progress meetings include health and safety matters; if Council Corporate Health & Safety Officers visit the site during the construction phase, their report(s) must be included for consideration during subsequent meetings.
- (d) The contractor provides relevant information for addition to a building's Health & Safety File, to the Contract/Project Officer, as client, on completion of the construction work.
- (e) Where the contract has been arranged by a Council Directorate/Service, Business Unit or maintained school other than the Property Division, he/she forwards a copy of that information for the Health & Safety File to the Property Division who in turn must make it available for any future design, modification, maintenance, or demolition of the structure.
- (f) That the works do not begin until a suitable Construction Phase Plan has been sufficiently developed by the appointed Principal Contractor and accepted by the Council's client service (i.e. the client).
- (g) Before the start of the works, that a meeting is arranged involving the senior site manager of the contractor, representatives from sub- contractors (if appointed and required for the initial phase of the work), and where appropriate, consultants, developers, traffic police, designers and Corporate Health & Safety Officers, etc. This meeting is to review health, safety, welfare and environmental (e.g. site waste management plan) requirements of the works and how they will be co-ordinated.
- (h) That the Principle Designer delivers to the client the relevant information for the creation of or addition to the building's Health & Safety File, on completion of the construction work.
- (i) That, if the contract has been arranged by a Council Directorate/Service or Business Unit other than the Property Division, then a copy of all the information above is provided to the Property Division, who in turn must make it available to those who will work on any future design, modification, maintenance, or demolition of the structure.

The Building Manager/Head of Service, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must:

- (a) Where the contract work or service takes place on occupied Council premises, arrange appropriate induction training including issue of the most current "Health & Safety Information for Contractors Working on Occupied SCC Premises" leaflet.
- (b) Ensure occupants of the premises affected by the work are warned.

Both the Contract/Project Officer, any partners, third parties or commissioning departments, where commissioning on behalf of SCC and the Building Manager/Head of Service must, where possible for health and safety reasons, ensure the contractor's work is segregated from other users of the premises or site; this can be achieved in several ways, such as physical barriers or out-of-hours working.

Monitoring

The Contract/Project Officer, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, is expected to monitor his/her contractors as follows:

- (a) For short-term contracts (i.e. up to 1-week duration), where practicable, the works should be visited to monitor for basic health and safety performance of the contractor.
- (b) For longer-term contracts (i.e. those in excess of 1 week), the works must be visited; the number of visits will depend on the degree of risk and the past performance of the contractor.

The Building Manager/Head of Service, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must, if that work area is on occupied premises, periodically visit a contractor's work area to ensure that agreed arrangements are being adhered to - shortcomings must be notified as soon as possible to the Contract/Project Officer; he/she must contact Corporate Health and Safety Service for advice on serious shortcomings.

Both the Contract/Project Officer and the Building Manager/Head of Service, any partners, third parties or commissioning departments, where commissioning on behalf of SCC, must keep records of monitoring.

H&S Controls

- (a) Initial Check of documents and relevant H&S qualifications/certifications.
- (b) Monthly updates from contractor on issues/progress relating to contract including an escalation procedure for serious issues.
- (c) Quarterly meetings with contractor during the life of the contract.
- (d) 6 monthly documents check for relevant H&S documents.
- (e) Annual audit (to be agreed with contractor first).
- (f) Clauses and penalties to be built into contract reflecting the serious nature of the work being carried out.

APPENDIX 5 – SUMMARY of DUTIES CDM 2015

It is permissible for the Council or any of the appointees to act in any duty holder's role, so long as they are competent to do so and at the earliest practical point.

	All Construction Projects	Additional Duties for Notifiable Projects
Client	<ul style="list-style-type: none"> (a) Check competence & resources of all appointees (b) Ensure there are suitable management arrangements for the project including welfare facilities (c) Allow sufficient time & resources for all stages (d) Provide pre-construction information to Designers & Contractors 	<ul style="list-style-type: none"> (a) Appoint Principle Designer (must appoint in writing) (b) Appoint Principal Contractor (must appoint in writing) (c) Make sure that the construction phase does not start unless there are suitable: <ul style="list-style-type: none"> • Welfare facilities & • Construction Phase Plan in place (d) Provide information relating to the Health & Safety File to the Principle Designer (e) Retain & provide access to the Health & Safety File (* There must be a Principle Designer & Principal Contractor until the end of the construction phase) (f) Ensure the Principle Designer complies with their duties. (g) Ensure the Principle Contractor complies with their duties. (h) Notify the relevant Authority of the construction project using F10
Principle Designer	<ul style="list-style-type: none"> (a) Eliminate hazards & reduce risks during design (b) Provide information about remaining risks 	<ul style="list-style-type: none"> (a) Advise & assist the Client with his/her duties (b) Co-ordinate health & safety aspects of design work & co-operate with others involved with the project (c) Facilitate good communication between Client-& Contractors (d) Liaise with Principal Contractor regarding ongoing design (e) Identify, collect & pass on Pre-construction Information (f) Prepare/update Health & Safety File (g) Check Client is aware of their duties (h) Check the relevant authority has been notified (i) Provide any information needed for the Health & Safety File
Designer(s)	<ul style="list-style-type: none"> (a) When preparing or modifying designs, to eliminate, reduce or control foreseeable risks that may arise during: <ul style="list-style-type: none"> • construction; and • the maintenance and use of a building once it is built. (b) Provide information to other members of the project team to help them fulfil their duties. 	<ul style="list-style-type: none"> (a) When preparing or modifying designs, to eliminate, reduce or control foreseeable risks that may arise during: <ul style="list-style-type: none"> • construction; and • the maintenance and use of a building once it is built. (b) Provide information to other members of the project team to help them fulfil their duties.
Principal Contractor	<ul style="list-style-type: none"> (a) Not required 	<ul style="list-style-type: none"> (a) Plan, manage & monitor construction phase in liaison with Contractors (b) Prepare, develop & implement a written plan & site rules (initial plan completed before the construction phase begins) (c) Give Contractors relevant parts of the plan (d) Make sure suitable welfare facilities are provided from the start & maintained throughout the construction phase (e) Check competence of all their appointees (f) Ensure all workers have site inductions and any further information & training needed for the work (g) Consult with the workers (h) Liaise with Principle Designer re: ongoing design (i) Secure the site

Contractors	<ul style="list-style-type: none"> (a) Plan, manage & monitor own work & that of workers (b) Check competence of all their appointees & workers (c) Train own employees (d) Provide information to their workers (e) Comply with the specific requirements in Part 4 of the Regulations (f) Ensure there are adequate welfare facilities for their workers 	<ul style="list-style-type: none"> (a) Check client is aware of duties & a Principle Designer has been appointed & relevant authority notified before starting work (b) Co-operate with Principal Contractor in planning & managing work, including reasonable directions & site rules (c) Provide details to the Principal Contractor of any Contractor whom he engages in connection with carrying out the work (d) Provide any information needed for the Health & Safety File (e) Inform Principal Contractor of problems with the plan (f) Inform Principal Contractor of reportable accidents, diseases & dangerous occurrences
All duty holders	<ul style="list-style-type: none"> (a) Check own competence (b) Co-operate with others & co-ordinate work so as to ensure the health & safety of construction workers & others who may be affected by the work (c) Report obvious risks (d) Comply with requirements in Schedule 3 & Part 4 of the Regulations for work under their control (e) Take account of & apply the General Principles of Prevention when carrying out duties 	

APPENDIX 6 – CONTROL of CONTRACTORS WORKING ON OCCUPIED PREMISES

When contractors come onto occupied Council premises, they must be given appropriate health, safety and welfare information. The Building Manager/Head of Service must ensure that this is undertaken. Similarly, this occasion should be used to obtain from the contractors, information about how their work may affect other building or premises users' health, safety and welfare.

Signing in and out

All contractors must sign in and out each day that they attend. This ensures that the Building Manager/Head of Service knows who is on the premises for security purposes or if an emergency evacuation is needed. Signing in/out may be either by use of a book or by using bespoke or proprietary registers. The following minimum information is required:

- (a) Contractor's name.
- (b) Company represented.
- (c) Person being visited (host) – if applicable.
- (d) Vehicle registration number
- (e) Time of visit.
- (f) Reason for visit
- (g) Time of leaving.

Signing in and out is required in addition to any other paperwork required for their attendance, e.g. Works Authorisation etc. Where contractors have a defined site for the duration of the project, as described in the regulations, then they are responsible for this.

Induction training

The Building Manager/Head of Service must provide the contractor with induction training. Additionally the following local information must be given by issuing an instruction card for the contractor to read, by asking them to read a notice or by orally briefing them: -

- (a) Parking arrangements.
- (b) Arrangements for daily signing in and out of the premises.
- (c) Emergency arrangements (e.g. fire, first aid etc).
- (d) Welfare arrangements.
- (e) Permitted smoking areas.
- (f) Accident and ill-health reporting arrangements (Events that are under the direct control or influence of the Council are to be reported to the Building Manager / Head of Service who should then report this to the Corporate Health & Safety Service)
- (g) SCC or other contractor activities that may affect their health, safety or welfare.
- (h) Any factors relevant to their work, e.g. Asbestos Register Extract, isolation points for electrical/mechanical system supplies.
- (i) Any other local site rules.

Note: Contractors who are likely to disturb the fabric of the building, access areas where asbestos is either known to be or is suspected of being, or who will come into contact with asbestos must be shown the relevant entries in the asbestos register extract for that building.

Regular contractors

If the same contractor is coming onto the premises for several days in succession or they are regular visitors, for example periodic maintenance contractors, contract cleaners, window cleaners, then there is no need to repeat induction training unless something has changed that will affect their work. For construction contracts, this should be dealt with during the prelims.

Some regular contractors tend to have high staff turnovers, for example contract cleaners, in this case it would be wise to give induction training to the company's manager/supervisor and permit them to pass this to their staff as required.

Information required from the contractor

Most of the planning of the contractor's work and the effect it will have on a building and its users should have taken place before the workmen arrive on site. However, the Building Manager/Head of Service must be satisfied that the way the work will be conducted will not adversely affect the health, safety or welfare of anyone using the building or premises.

The Building Manager/Head of Service should ask the contractor for information about the work that is to be undertaken and if he/she is in any way concerned then, in the first instance, contact the Contract/Project Officer or, if still not satisfied, Corporate Health and Safety Service.

High-risk work

High-risk work, such as entry into a confined space or hot work, must only be undertaken with the permission of the Building Manager/Head of Service using a Permit-to-Work system. For information about Permits-to-Work, the Building Manager/Head of Service should contact Corporate Health and Safety Service.

Restrictions on contractor's movements

Except when entering or leaving, contractors should be requested to remain in the areas of their work or welfare facilities at all times whilst on the premises.

Leaving the premises

The Building Manager/Head of Service must ensure that contractors leave the areas where they have worked in a safe condition for re-occupation or re-use before they leave. If this is not possible the areas must be suitably fenced off, warning signs posted, and affected people informed.

Version Control

This Safe Working Procedure is issued and managed by Corporate Health and Safety Service.

Version Number	Date	Amendments
Issue 1	Nov 2008	
Version 2.00	Jul 2010	
Version 2.01	Aug 2010	Include Authorisation to Work form
Version 3.00	Aug 2012	
Version 4.00	Aug 2017	Updated and reformatted SWP
Version 4.01	July 2019	Amended Capita Procurement to SCC Procurement
Version 4.02	June 2021	Replaced Capital Assets with Property Division and other minor amendments to the SWP. Link updated in in document and to other websites.
Review Conducted	Next Review Date	
	Aug 2013	
Jan 2015	Jan 2016	
Aug 2017	Aug 2018	
July 2019	July 2021	
June 2021	July 2023	