

NEC4

Term Maintenance Contract

Scope S 1100 Health and safety

Commercial and Procurement Team

Somerset County Council

County Hall

Taunton

TA1 4DY

commercialandprocurement@somerset.gov.uk

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S 1100 Health and safety

Without prejudice to any provision of the Contract, the *Contractor* complies with the requirements of current health and safety legislation and regulations in Providing the *Service*.

S 1105 Health and safety requirements

The *Contractor* provides its general statement of safety policy, having regard to the *Client's* general health and safety policy, to the *Client* with its tender. Before the Starting Date the *Contractor* notifies the *Client* of the name of the person to be responsible for health and safety matters. When on premises owned or occupied by the *Client*, the *Contractor* ensures that its employees and the employees of *Subcontractors* comply with the *Client's* general health and safety policy and with the lawful requirements of the *Service Manager*.

The *Client's* requirements regarding the Construction (Design and Management) Regulations 2015 (CDM regulations 2015) are stated in Scope S 1130.

The *Service Manager* may suspend the Provision of the *Service* or any part of the *service* for non-compliance by the *Contractor* with Scope S 1100. The *Contractor* does not Provide the *Service* or any part of the *service* until the *Service Manager* is satisfied that the *Contractor* has corrected the non-compliance. An assessment of a Compensation Event does not include cost and time for the period of suspension under Scope S 1100.

The *Contractor* reports to the *Service Manager* details of any notifiable incident or dangerous occurrence that occur on the Affected Property, or on premises owned or occupied by the *Client*, as soon as possible after the occurrence. Notifiable incidents are those that require reporting to the Health and Safety Executive and/or cause a significant delay in provision of the *Service*.

The *Contractor* notifies the *Service Manager* as soon as possible (and in any event within 24 hours) after any accidents or dangerous occurrences which are reportable pursuant to the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) arising out of or in connection with the provision of the *service*. The *Contractor* will send the full report of the investigation of the incident (redacted, if appropriate) to the *Service Manager* as soon as it is available.

S 1110 Method statements

To Provide the *Service*, the *Contractor* adopts safe methods of work to protect the health, safety and welfare of its employees, the *Subcontractors* and the employees of the

Subcontractors and, as applicable, the employees of the *Client*, and all other persons, including members of the public.

The *Contractor* complies with the requirements of its own safety policy and safety codes of practices.

The *Contractor* provides the information and documents the *Service Manager* requires as evidence of such compliance and maintains copies of all applicable law, codes of practice and working rules for the performance of this Contract and permits its employees to use and refer to the information and documents.

S 1115 Legal requirements

The applicability of the Construction (Design and Management) Regulations 2015 (CDM regulations 2015) to a particular function and, if applicable, the roles of CDM Client, CDM Principal Designer CDM Designer and CDM Contractor are as stated in the table "CDM Functions and Roles" in Scope S 1130.

S 1120 Inspections

In addition to the *Contractor's* obligations under current health and safety regulations in connection with the health and safety plan for the performance of this contract, the *Contractor:-*

- informs the *Service Manager* as soon as it becomes aware of any prosecution, or pending or likely prosecution, of the *Contractor*, for any offence relating to the health and safety of its employees, a *Subcontractor* or the employees of a *Subcontractor* or of other people, or of any conviction following the prosecution, and provides the *Service Manager* with the further information and documents as the *Service Manager* requires and
- permits the *Client*, the *Client's* representative, the *Service Manager* or persons authorised by the *Service Manager*, to enter and inspect, without earlier notification, at any reasonable time, any premises or construction site of the *Contractor* or *Subcontractors* used, or to be used, in the performance this Contract or any Equipment or Plant and Materials.

The *Contractor* co-operates with the *Client*, the *Client's* representative, the *Service Manager* or persons authorised by the *Service Manager* and permits the *Client*, the *Client's* representative, the *Service Manager*, or persons authorised by the *Service Manager* to test, measure, sample and photograph any premises, construction site, equipment or materials used, or proposed to be used, in the performance of this Contract.

S 1130 Pre-Construction Information (CDM Regulations 2015)

The applicability of CDM regulations 2015 to a particular function and, if applicable, the roles of CDM Client, CDM Principal Designer CDM Designer and CDM Contractor are as stated in the table "CDM Functions and Roles" in Scope S 1130.

This would include the provision of information as required by the Regulations and in accordance with the guidance documents mentioned in Scope S 1105 Health and safety requirements.

CDM Functions and Roles

Function	Does CDM usually apply?	CDM Client	CDM Principal Designer	CDM Designer	CDM Contractor
Temporary traffic management	No	-	-	-	-
Road restraint system (vehicle)	Yes	<i>Client</i>	<i>Client</i>	<i>Contractor to fulfil design role</i>	<i>Contractor</i>
Structural maintenance schemes	Yes	<i>Client</i>	<i>Client</i>	<i>Client</i>	<i>Contractor</i>
Cattle grid replacement schemes	Yes	<i>Client</i>	<i>Client</i>	<i>Client</i>	<i>Contractor</i>
Carriageway patching	Yes	<i>Client</i>	<i>Client</i>	<i>Client</i>	<i>Contractor</i>
Local drainage schemes	Yes	<i>Client</i>	<i>Client</i>	<i>Client</i>	<i>Contractor</i>
Local footway schemes	Yes	<i>Client</i>	<i>Client</i>	<i>Client</i>	<i>Contractor</i>
Traffic engineering schemes	No	-	-	-	-
Traffic signage maintenance	No	-	-	-	-
Traffic signage replacement	Yes	<i>Client</i>	<i>Client</i>	<i>Client</i>	<i>Contractor</i>
Road marking maintenance	No	-	-	-	-
Road stud maintenance	No	-	-	-	-
Road stud replacement	Yes	<i>Client</i>	<i>Client</i>	<i>Client</i>	<i>Contractor</i>
Drainage cleansing	No	-	-	-	-
Safety defect repairs	Yes	<i>Client</i>	<i>Client</i>	<i>Client</i>	<i>Contractor</i>
Verge maintenance	No	-	-	-	-

Winter service	No	-	-	-	-
Emergency service (out-of-hours)	No	-	-	-	-
Civil emergencies service	No	-	-	-	-