



Porozumienie
dla Bezpieczeństwa
w Budownictwie

*Przyjęto do stosowania w ramach
Porozumienia dla Bezpieczeństwa w Budownictwie,
Warszawa, 25 maja 2012.*

OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS FOR SUBCONTRACTORS AT CONSTRUCTION SITES MANAGED BY HOCHTIEF Polska

The Contractor shall organise and perform works executed under the Contract so as to provide occupational health and safety at work, including: necessary measures and materials providing safe implementation of delegated tasks (equipment and devices, scaffolds, collective protection equipment, personal protection equipment, etc.).

The scope of duties specified for the Contractor shall refer to all people employed by the Contractor to perform the Contract: subcontractors, further subcontractors rendering works on behalf of the Contractor under an employment contract or a civil-law contract, hereinafter referred to as EMPLOYEES. Appointment of the OHS Coordinator shall not release the Contractor from legal liability for work safety of employees hired by him.

1. The Contractor is bound to cooperate with the Employer in respect of occupational health and safety during the construction preparation and implementation process, in particular to:

- 1.1.** Get oneself and the employees acquainted with the construction site's OHS Coordinator, with the Health and Safety Protection Plan [BIOZ], have written confirmation that employees have read the aforementioned and shall act according to requirements and guidelines specified therein.
- 1.2.** Carry out professional risk assessment regarding performance of the subject matter hereof, hold OHS instructions, submit to the Employer for approval the required Instructions on Safe Works Performance [IBWR] conforming to provisions specified in the Health and Safety Protection Plan [BIOZ] and acknowledging reservations as well as recommendations of the Employer.
- 1.3.** Provide permanent supervision over employees and works carried out by a person with qualifications as required under the labour law, trade-related provisions, and with knowledge and skills required for safe organisation and implementation of works. In case of having to temporarily leave the works performance site, the person liable for supervision over works and employees is bound to appoint a deputy for the period of his/her absence. Such a person shall also have the required qualifications and trainings.
- 1.4.** Employ, for the sake of performing the subject matter hereof, only people with relevant qualifications as required under the law, valid medical examinations, and OHS and fire-protection provisions-related training.

- 1.5. Provide throughout the works period permanent presence of people appointed to give first aid, counteract fires and employees evacuation, as well as to provide relevant measures to act in the said scope, unless the Health and Safety Protection Plan [BIOZ] stipulates otherwise.
- 1.6. Provide that employees are prepared for work according to binding provisions, confirmed with relevant and valid documents:
 - a) medical certificates on the absence of contraindications for work or for the position occupied issued by the occupational medicine doctor,
 - b) documents confirming validity of employees' trainings regarding OHS and fire-fighting provisions, including OHS information training carried out at the construction site prior to commencing works, workplace trainings, and in case of employees employed for physical work – carry out periodic OHS trainings not less frequently than once a year,
 - c) certificates and documents confirming additional qualifications required to perform the designated works, service operation or driving machines and vehicles,
 - d) professional risk assessment cards with statements confirming that employees are familiar with hazards stemming from the professional risk assessment, taking place at specific workplaces,
 - e) confirmations that an employee is familiar with the Operation and Maintenance Manual [DTR] of machines and other technical devices, as well as their user manuals,
 - f) confirmations of performing periodic inspections of electric devices in respect of safety,
 - g) list of people designated and trained to give first aid,
 - h) list of machines, devices, and electrical tools used at the construction site.

The Contractor is bound to store the abovementioned documents at the construction site and to show them at the Employer's request.
- 1.7. Provide machinery, devices and equipment required to perform works, satisfying safety provisions and standards. At the Employer's request, the Contractor is bound to disclose documentation confirming fitness and operational safety of devices, machines and systems used due to implementing the subject matter hereof.
- 1.8. Immediately report to the Employer incidents, accidents at work, potential accident events (near-misses) and hazards to the health and life taking place at the construction site or related to implementation of the subject matter hereof, and if the event notification was made orally, confirm this in writing not later than within 24 hours after such event.
- 1.9. Ensure the implementation of a post-accident proceeding in case of employees accidents, and allow for the presence of the Employer's representative during the post-accidental proceeding, as well as to disclose the post-accidental documentation.
- 1.10. Provide social rooms and sanitary facilities and devices, as well as cleaning agents for employees and people performing work on his behalf, according to relevant provisions, and take care for safe and sanitary condition of such premises.
- 1.11. Provide working and protective clothes, protective footwear as well as necessary personal protective equipment specified according to occupational risk assessment carried out in compliance with the obligation provided for in point 1.2. Regardless of the specific requirements, in each case the Contractor is obliged to equip workers with basic personal protective equipment, including helmet, safety glasses that meet class 1 optical requirements and class F mechanical strength requirements, protective footwear, working clothes, safety vest or protective clothing that meets class 2 reflectivity requirements.
- 1.12. Ensure order at workplaces and nearby, as well as safe condition of devices and equipment, and collective protection measures applied due to implementation of the subject matter hereof.

- 1.13. Enforce that employees abide occupational health and safety provisions and principles, as well as those included in the Health and Safety Protection Plan [BIOZ], OHS instructions and Instructions on Safe Works Performance [IBWR], drawn up for the sake of implementation of the subject matter hereof.
- 1.14. Participate in meetings, controls, and inspections organised by the Employer regarding occupational health and safety and works coordination.
- 1.15. Perform recommendations after OHS and fire-protection controls and inspections in due time.
- 1.16. Transfer information subject to reporting in due time, according to requirements specified in the Health and Safety Protection Plan [BIOZ].

2. The Contractor is entitled to:

- 2.1. Insight at every request to the Health and Safety Protection Plan [BIOZ].
- 2.2. Report remarks and reservations and coordinate works regarding occupational health and safety.
- 2.3. Sustain works in case of detecting a hazard to health and safety, immediately informing the Employer about this.

3. The Employer is entitled to:

- 3.1. Visit workplaces and sanitary facilities organised by the Contractor within the scope of performing the subject matter of the contract, at the construction site.
- 3.2. Make recommendations as to removing violations and irregularities in respect of occupational health and safety, and control its implementation, and also to demand temporary or permanent removal from the construction site of Contractor's employees who grossly violated their duties in respect of occupational health and safety.
- 3.3. Issue orders to take actions to provide compliance with occupational health and safety rules and regulations, in relation to construction works coordination.
- 3.4. Stop works and activities in case of detecting hazard to health and safety. In such a case, the Employer shall not be liable for any loss or costs incurred by the Contractor for this purpose. Loss or costs quoted shall not be the grounds to justify any potential delays.
- 3.5. Equip employees and people performing works on behalf of the Contractor in work clothing and boots, as well as individual protection equipment, in case the Contractor fails to satisfy this duty. Documented costs for the work cloths and boots handed over as well as for individual protection equipment shall be charged respectively to the Contractor.
- 3.6. In case of lack of order at the Contractor's workplaces, and where the Employer assesses that it might impact on the occurrence of direct hazards to the health or life, the Employer reserves the right to perform cleaning works at the Contractor's expense.
- 3.7. Charge the Contractor with stipulated penalties in case of:
 - a) absence of equipment or failure to apply the personal protection equipment and work cloths and boots by the employees and people performing the works on his behalf, in the amount of PLN 100 per every detected case;
 - b) lack of order at and around workplaces organised by the Contractor regarding implementation of the subject matter hereof, in the amount of PLN 500 per every detected case;
 - c) violation of safety provisions and principles, including the ones specified in BIOZ, IBWR, or the OHS instruction, in the amount of PLN 500 per every detected case;

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- d) presence at the construction site of employees who are under the influence of alcohol, drugs, or other abusive substances, in the amount of PLN 1000 for the Employer per every detected case, as well as permanent removal of such employees from the construction site;
 - e) allowing to perform works without the required supervision of the managing person, in the amount of PLN 1000 per every detected case;
 - f) allowing to perform works which require additional qualifications by a person without relevant and appropriately documented qualifications, in the amount of PLN 1000 per every detected case.
- 3.8.** In case the irregularities referred to in item 3.7. are found out during another inspection, a penalty shall be fixed for every detected case by increasing the penalty imposed last time for the same violation by 50%.

The Employer reserves the right to set out additional requirements regarding work safety and health protection when anticipating specific hazards that can require application of separate preventive measures. Requirements as to their abiding are effective only when the Employer delivers them to the Contractor in writing not later than 5 days prior to commencing such works or probability of such hazards taking place.

Appendices:

1. HTPL-BHP-WD-04 Wytyczne i wzory do sporządzania IBWR
2. HTPL-BHP-WD-05 Zgłoszenie incydentu-wypadku
3. HTPL-BHP-WD-07 Zgłoszenie zdarzenia potencjalnie wypadkowego