

Evaluation of the Construction (Design and Management) Regulations 2007

Part 1 Main report

Prepared by **Frontline Consultants**
for the Health and Safety Executive 2012

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Part 1 Main report

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In September 2003, the Health and Safety Commission took the decision to revise the existing Construction (Design and Management) Regulations (CDM 1994) with the objective of improving the management of risk. Consequently, CDM 2007 came into force on 6 April 2007.

It was agreed to evaluate CDM 2007, following a period of operation, in order to answer two key questions:

- To what extent has CDM 2007 met the stated objectives for these Regulations?
- What are the cost implications for the construction industry of CDM 2007?

The evaluation approach was piloted and reported on in RR845 before undertaking the main phase of evaluation work, which is reported here. Quantitative and qualitative data was obtained using a variety of techniques from a number of sources across the construction industry.

Publication of the report also meets one of the recommendations in the Lofstedt report, namely that CDM 2007 and the associated ACoP evaluation should be completed by April 2012 to ensure there is a clearer expression of duties, a reduction of bureaucracy and appropriate guidance for small projects.

The results of the evaluation show that:

- CDM 2007 has gone a long way to meeting its objectives, but some concerns remain within the industry;
- construction design, management and site practices have improved between 2006 and 2010;
- a cost impact was associated with CDM 2007, but respondents rated the benefits obtained higher than costs; and
- industry practice was found to have a significant influence on how CDM 2007 is implemented.

The evidence provided will support policy development in this area. HSE will address the CDM package as a whole and consult on any changes once the HSE Board has considered them.

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KEY MESSAGES

1. CDM 2007 has gone a long way to meeting its objectives, but there are still some concerns within the construction industry

The overall conclusion is that CDM 2007 has gone a long way to meeting its objectives, but a range of issues that impact on how CDM 2007 is implemented have been identified during the evaluation.

2. Respondents' level of agreement to statements relating to HSE's five objectives for CDM was far more positive for CDM 2007 than for CDM 1994

For all five objectives, all duty holder groups surveyed showed higher levels of agreement with the statements in relation to CDM 2007 (in 2010) than they did when asked the same questions in relation to CDM 1994 (in 2006). Such was the increased level of agreement that those increases were statistically significant (better than the 5% level) for all duty holders except Contractors for Objectives 2 and 5, and Clients for part of Objective 3.

3. Respondents' levels of agreement with statements relating to construction design, management and site practices are more positive in 2010 than they were in 2006

This suggests that respondents have seen some real improvements in practice in the four years since the baseline survey was undertaken. All duty holders highlighted improvements in relation to the Client, appointing organisations and commitment to site workers, whilst Principal Contractors and Contractors highlighted improvements in risk management on-site. Principal Contractors also highlighted improvements in relation to design, maintenance and use. Some improvements are likely to be a direct result of CDM 2007 (e.g. design and management) whilst others are likely to be as an indirect result of CDM 2007 (e.g. improvements in site practices).

4. Whilst there was a cost impact of CDM 2007, respondents rated the benefits as being higher than the costs

On balance, the respondents' views on the costs and benefits of CDM 2007 were positive, as 72% rated the benefits as moderate or higher, whilst 82% rated the costs as moderate or lower.

5. It is the interpretation of the ACOP rather than the regulations themselves that can cause problems

A common theme that featured in this evaluation was that respondents were satisfied with the regulations per se, but some were concerned at the interpretation and implementation, in particular, in relation to the ACOP.

6. Industry practice has a significant influence on how the construction industry implements CDM 2007

The recent economic downturn has led to much of the work undertaken since the introduction of CDM 2007 being undertaken under difficult commercial circumstances. This has led to instances of price being more important than competence, early starts on site and compressed timescales. These all limit the time and resource available for coordination and cooperation. In the current economic climate, Contractors, Designers and Coordinators are not always confident enough to say 'no' to a Client.

EXECUTIVE SUMMARY

INTRODUCTION AND OBJECTIVES

Frontline Consultants was appointed by the Health and Safety Executive (HSE) to undertake an evaluation of the Construction (Design and Management) Regulations 2007 (CDM 2007) during 2010.

This report is the output from that evaluation, and aims to answer two key questions:

- To what extent have the 2007 regulations met HSE's objectives for these regulations, as distinct from the earlier 1994 regulations?
- What are the cost implications for the construction industry of CDM 2007?

A summary of the findings is contained within this report. The supporting evidence base is contained in a separate Technical Annex.

CDM 2007 HAS GONE A LONG WAY TO MEETING ITS OBJECTIVES

Large-scale baseline and follow-up surveys were undertaken in 2006 and 2010 respectively. Comparison of the results of the large-scale surveys indicates that, for all five objectives, all duty holder groups showed higher levels of agreement with the statements in relation to CDM 2007 (in 2010) than they did when asked the same questions in relation to CDM 1994 (in 2006).

Such was the increased level of agreement that those increases were statistically significant (better than the 5% level) for all duty holders except Contractors for Objectives 2 and 5, and Clients for part of Objective 3.

CONSTRUCTION DESIGN, MANAGEMENT AND SITE PRACTICES HAVE IMPROVED BETWEEN 2006 AND 2010

Respondents' levels of agreement with statements relating to construction design, management and site practices are significantly more positive in 2010 than they were in 2006.

This suggests that respondents have seen some real improvements in practice in the four years since the baseline survey was undertaken. All duty holders highlighted improvements in relation to the Client, appointing organisations and commitment to site workers, whilst Principal Contractors and Contractors highlighted improvements in risk management on-site. Principal Contractors also highlighted improvements in relation to design, maintenance and use. Some improvements are likely to be a direct result of CDM 2007 (e.g. design and management) whilst others are likely to be as an indirect result of CDM 2007 (e.g. improvements in site practices).

WHILST THERE WAS A COST IMPACT OF CDM 2007, RESPONDENTS RATED THE BENEFITS AS BEING HIGHER THAN THE COSTS

On balance, respondents' views on the costs and benefits of CDM 2007 were positive; 72% rated the benefits as moderate or higher, whilst 82% rated the costs as moderate or lower.

The additional costs of implementing CDM 2007 on a project for each duty holder were:

Duty holder	Additional costs of complying with CDM 2007 on a project
Client	<ul style="list-style-type: none"> The median additional cost was zero for 8 of the 10 duties The median additional cost for an overall project was around £1,600, and the mean (for those Clients that did incur additional costs) was around £14,000
Coordinator	<ul style="list-style-type: none"> All Coordinator duties are new
Designer	<ul style="list-style-type: none"> around a third to a half of Designers incurred no additional costs for undertaking their CDM 2007 duties The median additional cost for an overall project was around £330, and the mean (of those Designers that did incur additional costs) was around £2,700
Principal Contractor	<ul style="list-style-type: none"> Depending on the duty, around a third to a half of Principal Contractors incurred no additional costs for undertaking their CDM 2007 duties The median additional cost for an overall project was around £6,400, and the mean (of those Principal Contractors that did incur additional costs) was around £23,400
Contractor	<ul style="list-style-type: none"> Depending on the duty, around a third to a half of Contractors incurred no additional costs for undertaking their CDM 2007 duties The median additional cost for an overall project was around £11,600, and the mean (of those Contractors that did incur additional costs) was around £37,400

WHILST CDM 2007 HAS GONE A LONG WAY TO MEETING ITS OBJECTIVES, THERE ARE STILL SOME CONCERNS WITHIN THE CONSTRUCTION INDUSTRY

A common theme that featured in this evaluation was that respondents were satisfied with the regulations per se, but some were concerned at the interpretation and implementation, in particular, in relation to the ACOP. The following tables provide a summary of respondents' views on what works well with CDM 2007 and what does not work quite so well.

Objective 1:	Simplifying the Regulations to improve clarity – so making it easier for duty holders to know what is expected of them
<i>What works well with CDM 2007</i>	<ul style="list-style-type: none"> CDM 2007 has clarified duty holders' roles and responsibilities The design and layout of the CDM 2007 ACOP is good The duty to inform Clients of their duties should help raise awareness
<i>What does not work so well with CDM 2007</i>	<ul style="list-style-type: none"> Some organisations do not appreciate the applicability of CDM, and confuse 'not notifiable' with 'not applicable' The duty to appoint duty holders early is not always being complied with Some organisations overstep their role and provide 'design' input without assuming Design responsibilities Small, infrequent and one-off clients are not always familiar with CDM 2007, and do not always understand what is required of them Clients 'take on' Coordinator duties by not appointing a Coordinator at the appropriate time
Objective 2:	Maximising their flexibility – to fit with the vast range of contractual arrangements in the industry
<i>What works well with CDM 2007</i>	<ul style="list-style-type: none"> There should be no conflict between CDM and contracts Contractual matters are a separate issue
<i>What does not work so well with CDM 2007</i>	<ul style="list-style-type: none"> Maintenance and repair contracts needed further guidance In multiple projects, it is difficult to establish who is the Principal Contractor The requirements of CDM 2007 do not fully address all procurement routes CDM 2007 does not fit naturally with the structure of today's construction industry

Objective 3:	Making their focus planning and management, rather than the plan and other paperwork – to emphasise active management and minimise bureaucracy
<i>What works well with CDM 2007</i>	<ul style="list-style-type: none"> • Client leadership sets the tone of a project • Early contractor involvement can significantly improve buildability on site • Use of the Construction Phase Plan as a management plan can enhance planning
<i>What does not work so well with CDM 2007</i>	<ul style="list-style-type: none"> • The amount of generic paperwork produced has not reduced since the introduction of CDM 2007 • Client commercial pressures to start on site early can leave Contractors without the information needed to plan, and reduce the opportunities for planning • Designers are not addressing ‘whole life’ issues, just construction risks • Coordinators are still being asked for pre-tender health and safety plans
Objective 4:	Strengthening the requirements regarding coordination and cooperation, particularly between designers and contractors – to encourage more integration
<i>What works well with CDM 2007</i>	<ul style="list-style-type: none"> • Early contractor involvement is beneficial when it happens • Good Coordinators with relevant skills and experience can make a difference
<i>What does not work so well with CDM 2007</i>	<ul style="list-style-type: none"> • The term ‘early appointment’ needs to be defined better to prevent the late appointment of Coordinators limiting the impact of the role • Lack of Coordinator involvement during the construction phase • Designers do not have sufficient understanding of construction processes • Multiple designers can lead to a lack of coordination • Integrated risk management is typically not addressed leading to risks being addressed in isolation • The quality of coordination is variable
Objective 5:	Simplifying the assessment of competence (both for organisations and individuals) – to help raise standards and reduce bureaucracy
<i>What works well with CDM 2007</i>	<ul style="list-style-type: none"> • CDM 2007 contains good definitions of competence for all to use; it is their implementation that can cause problems • Clients are required to have the relevant competence if they take on other roles • Clients are required to appoint competent teams
<i>What does not work so well with CDM 2007</i>	<ul style="list-style-type: none"> • Stage 1 competence assessment has led to increased paperwork during prequalification • Emphasis is put on generic Stage 1 assessments rather than specific Stage 2 • Organisations can ‘answer the questions’ but then their team may not be compatible with the answers provided • The requirements are not fully understood by all parties • The competence assessments are difficult for small, infrequent and one-off Clients to implement • Too much focus on paperwork and not enough on observations and references

INDUSTRY PRACTICE HAS A SIGNIFICANT INFLUENCE ON HOW THE CONSTRUCTION INDUSTRY IMPLEMENTS CDM 2007

The recent economic downturn has led to much of the work carried out since the introduction of CDM 2007 being undertaken under difficult commercial circumstances. This has led to instances of price being more important than competence, early starts on site and compressed timescales. These all limit the time and resource available for coordination and cooperation.

Commercial competence assessment schemes require duty holders to spend time and money in registering and updating their registration for each scheme. Whilst respondents agreed with the concept of competence assessment, they felt that completing multiple competence assessments imposed a considerable burden. As these requirements were imposed by those procuring work, organisations had little choice but to register if they wanted to bid for that work.

1. INTRODUCTION

1.1 AIMS AND OBJECTIVES OF THIS REPORT

Frontline Consultants was appointed by the Health and Safety Executive (HSE) to undertake an evaluation of the Construction (Design and Management) Regulations 2007 (CDM 2007) during 2010.

This report is the output from that evaluation, and aims to answer two key questions:

- To what extent have the 2007 regulations met HSE's objectives for these regulations, as distinct from the earlier 1994 regulations?
- What are the cost implications for the construction industry of CDM 2007?

The key findings in relation to these questions are summarised in the Executive Summary, and discussed in more detail in Sections 0 to 9. The supporting evidence base is contained in a separate Technical Annex.

1.2 CONTEXT OF THIS STUDY

In September 2003, the Health and Safety Commission took the decision to revise CDM with the objectives of improving the management of risk by:

1. **Simplifying the Regulations to improve clarity** – so making it easier for duty holders to know what is expected of them
2. **Maximising their flexibility** – to fit with the vast range of contractual arrangements in the industry
3. **Making their focus planning and management, rather than the plan and other paperwork** – to emphasise active management and minimise bureaucracy
4. **Strengthening the requirements regarding coordination and cooperation, particularly between designers and contractors** – to encourage more integration
5. **Simplifying the assessment of competence (both for organisations and individuals)** – to help raise standards and reduce bureaucracy

CDM 2007 came into force on 6 April 2007, with the supporting ACOP available from 27 February 2007.

These five points provide the five key objectives against which CDM 2007 has been evaluated.

1.3 EVALUATION APPROACH

Our evaluation approach was designed to establish whether HSE’s objectives for CDM 2007 had been met. This approach was piloted as part of a separate exercise. The resulting approach used the research methods outlined in Table 1. Further detail on each is included in the Technical Annex.

Table 1 Research methods used in the evaluation of CDM 2007

<i>Evaluation activity</i>	<i>Approach</i>	<i>Contribution to the evaluation</i>
1 Large-scale survey of duty holders	<ul style="list-style-type: none"> • Surveys issued to around 6,000 duty holders based on their entries in HSE’s F10 database • 377 responses were received (5.4% response rate) 	<ul style="list-style-type: none"> • Relatively large number of responses • Data on attitudes, observations and costs • Provides comparison with baseline data
2 Face-to-face interviews with small and one-off clients	<ul style="list-style-type: none"> • 10 interviews 	Provides information: <ul style="list-style-type: none"> • from duty holders who are not regularly involved in construction • from duty holders who may not respond to more detailed question sets • on the impact of CDM 2007 on non-notifiable projects
3 Face-to-face interviews small contractors	<ul style="list-style-type: none"> • 25 interviews 	Provides information: <ul style="list-style-type: none"> • from duty holders who are not regularly involved in construction • from duty holders who may not respond to more detailed question sets • on the impact of CDM 2007 on non-notifiable projects
4 Key stakeholder interviews	<ul style="list-style-type: none"> • Interviews with 23 organisations (including professional institutions, trade associations and industry associations) 	<ul style="list-style-type: none"> • Enables views of organisations’ members to be collected • Enables organisations to provide feedback on trends observed among their members
5 Influence Network Workshops	<ul style="list-style-type: none"> • 3 one-day workshops held in Manchester, Glasgow and London with 11 participants at each 	<ul style="list-style-type: none"> • Structured data on the impact of CDM 2007 in the context of overall construction health and safety • Provides comparison with baseline data
6 Open forums	<ul style="list-style-type: none"> • Nine half-day open forums held in Manchester (49 participants), Uttoxeter (26), Cardiff (30), Exeter (26), Glasgow (46), Newcastle (44), Dorking (32 and 35) and Kent (28) 	<ul style="list-style-type: none"> • Semi-structured data on HSE’s objectives for CDM 2007 and other key issues • Enables duty holders not contacted elsewhere to provide an input
7 Review of CDM-related information and accident data	<ul style="list-style-type: none"> • Obtain and review information on CDM 2007 published in the public domain 	<ul style="list-style-type: none"> • Views on HSE’s objectives for CDM 2007 and other key issues

1.4 HOW THE FINDINGS IN THIS REPORT WERE DERIVED

The following sections contain the key issues from the whole range of evaluation activities. These issues have been identified from a range of sources and aggregated to provide an overall set of findings that capture the views expressed. The sources of the information in the various sections of this report are summarised in Table 2.

Table 2 Source of information used in identifying the key evaluation issues

<i>Report Sections</i>	<i>Subsections</i>	<i>Information sources</i>
0, 3, 4, 5 and 6 – HSE’s five objectives	<ul style="list-style-type: none"> Changes in levels of agreement with statements on key objectives to identify changes between CDM 1994 and CDM 2007 	<ul style="list-style-type: none"> Questions in large-scale surveys undertaken in 2006 (CDM 1994) and 2007 (CDM 2007)
	<ul style="list-style-type: none"> What works well with CDM 2007 What does not work so well with CDM 2007 	<ul style="list-style-type: none"> Large scale survey 2010 – Questions on 3 successes and 3 problem areas Interviews with small Clients – Questions on HSE’s five objectives Interviews with small Contractors – Questions on HSE’s five objectives Key stakeholder interviews – Questions on HSE’s five objectives Influence Network Workshops – overall discussions Open forums – group discussions and individual voting on HSE’s five objectives and issues identified by pairs in discussion Information review – relevant articles
7 – Other CDM issues 8 – Industry practice	<ul style="list-style-type: none"> What works well with CDM 2007 What does not work so well with CDM 2007 	<ul style="list-style-type: none"> Large scale survey 2010 – Questions on 3 successes and 3 problem areas Interviews with small Clients – Questions on other issues Interviews with small Contractors – Questions on other issues Key stakeholder interviews – Questions on other issues Influence Network Workshops – overall discussions Open forums – issues identified by pairs in discussion Information review – relevant articles
9 – Costs v Benefits	<ul style="list-style-type: none"> Perceptions of costs of CDM 2007 in relation to its benefits 	<ul style="list-style-type: none"> Large scale survey 2010 – Questions on costs and benefits of CDM 2007
10 – Benefits of CDM 2007	<ul style="list-style-type: none"> Changes in practices relating to: Client, Appointing organisations, Design, On-site construction, Commitment to site workers, Subsequent use and CDM 2007 	<ul style="list-style-type: none"> Questions in large-scale surveys undertaken in 2006 (CDM 1994) and 2007 (CDM 2007)
11 – Costs of CDM 2007	<p>Additional costs of:</p> <ul style="list-style-type: none"> Introducing and implementing CDM 2007 within an organisation Using CDM 2007 on a project 	<ul style="list-style-type: none"> Large scale survey 2010 – Questions on costs of introducing and implementing CDM 2007

2. OBJECTIVE 1: SIMPLIFYING THE REGULATIONS TO IMPROVE THEIR CLARITY SO DUTY HOLDERS CAN EASILY IDENTIFY THEIR RESPONSIBILITIES

2.1 CHANGES BETWEEN CDM 1994 AND CDM 2007

Duty holders were asked their level of agreement with the statement “Overall, CDM is clear in what it requires” in relation to both CDM 1994 (in 2006) and CDM 2007 (in 2010). Figure 1 shows the mean level of agreement to that statement was higher in relation to CDM 2007 than CDM 1994 for all duty holders and for each individual duty holder group. In each case, the statistical significance of the differences is less than 5% indicating that the difference is significant (i.e. the chance of this conclusion being wrong is only 5% or 1 in 20) . From this, we can conclude that duty holders agreed that CDM 2007 was clear to duty holders more so than with CDM 1994.

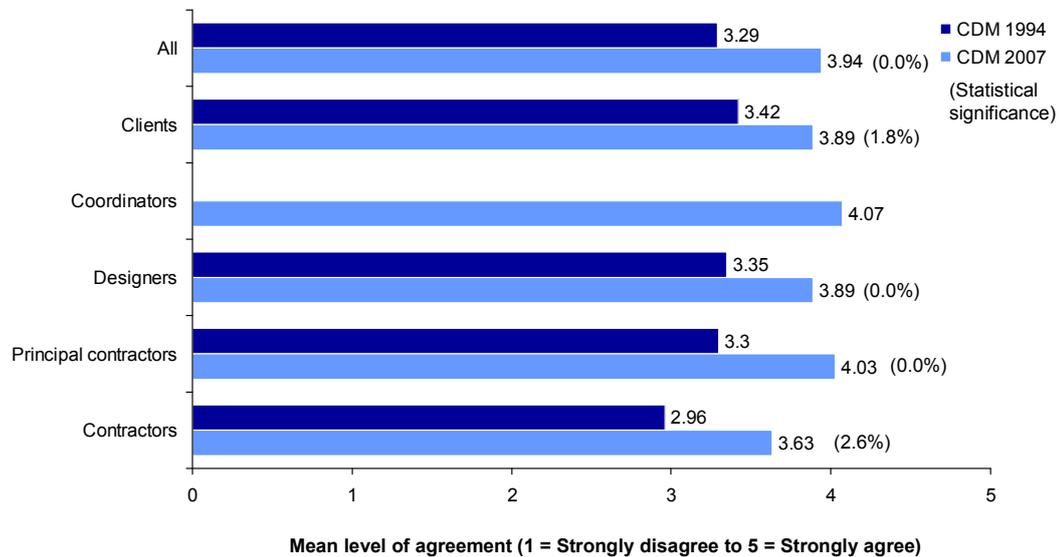


Figure 1 Agreement with the statement “Overall, CDM is clear in what it requires” (No data are available for Coordinators in relation to CDM 1994 as the role did not exist)

2.2 WHAT WORKS WELL WITH CDM 2007

2.2.1 CDM 2007 has clarified duty holders’ roles and responsibilities

CDM 2007 has gone a long way towards clarifying duty holders’ roles and responsibilities. This was considered to be one of the positive aspects of CDM 2007.

2.2.2 The design and layout of the CDM 2007 ACOP is good

Positive feedback was received on the design and layout of the Approved Code of Practice (ACOP). The main suggestion for improvement was the need for extra signposting to point duty holders to the relevant material quickly.

Despite the improvements in clarity, some respondents expressed uncertainty as to whether these improvements in clarity had made much of a difference to attitudes within the construction industry.

2.2.3 The duty to inform Clients of their duties should help raise awareness

In CDM 2007, there is a duty on other duty holders to inform Clients of their duties. Feedback suggests that this is a good mechanism for ensuring that Clients are aware of their duties. This works in two ways:

- **The Client should be able to rely on other duty holders to inform them of their duties** – this is particularly important for one-off and infrequent Clients
- **Other duty holders have a mechanism** – whereby they can inform their Client of what their duties are

2.3 WHAT DOES NOT WORK SO WELL WITH CDM 2007

2.3.1 Some organisations do not appreciate the applicability of CDM, and confuse ‘not notifiable’ with ‘not applicable’

Respondents expressed concern that some organisations do not think that CDM applies to them. This manifests itself in two ways:

- Some small organisations during the pilot of this evaluation thought that their role on a project was relatively small and, as such, CDM did not apply to them
- Some respondents had anecdotal evidence of organisations who checked the size of their projects against the notification criteria and once they had ascertained that the project was non-notifiable, they assumed that this meant that CDM was not applicable

We have no evidence as to whether the message of applicability has not been understood by some organisations or whether it being used as an excuse for not applying CDM.

2.3.2 The duty to appoint duty holders early is not always being complied with

CDM 2007 requires duty holders to be appointed ‘early’ in order to gain advice from Coordinators and input on construction issues from Contractors. In relation to the Coordinators, paragraph 66 of the ACOP states that “Early appointment is crucial for effective planning and establishing management arrangements from the start”, whilst paragraph 71 of the ACOP states that “Early appointment allows the Principal Contractor and other specialists, for example maintenance contractors and facilities management experts to make a substantial contribution to ensuring the buildability and maintainability of the structure under construction”. Respondents reported that this is not always the case leading to:

- Contractors not providing input into the design at an early stage
- Contractors being ‘appointed on Friday to start on site on Monday’
- Coordination and planning opportunities being missed

- Other duty holders being appointed without the Coordinator being around to advise the Client on checking the competency of these duty holders

Reasons given for this include:

- Clients seeking to minimise costs by appointing duty holders at the latest opportunity
- Contractors being wary of providing input before being appointed (as they have experienced instances where they have not subsequently been appointed to construct the project and their input has been passed on to other Contractors)

2.3.3 Some organisations overstep their role and provide ‘design’ input without assuming Design responsibilities

CDM 2007 notes that it does not matter whether design is recorded (e.g. on paper or computer) or not (e.g. communicated orally) it is still a design. Some respondents had experience of organisations exercising design decisions without necessarily taking on design responsibilities. Examples included:

- Statutory bodies including utilities and heritage bodies insisting that certain materials are used or not allowing safety features to be incorporated as they are out of character
- Clients insisting on certain features

2.3.4 Small, infrequent and one-off clients are not always familiar with CDM 2007, and do not always understand what is required of them

Whilst the requirements and duties of CDM 2007 may be clear to those organisations that are aware of them and are involved in regular construction activities, there are those organisations that are infrequent and one-off clients that are not familiar with their duties. These organisations are heavily reliant on their advisors to point them in the right direction.

2.3.5 Clients ‘take on’ Coordinator duties by not appointing a Coordinator at the appropriate time

Paragraph 63 of the CDM 2007 ACOP states “For notifiable projects, if a client does not make these appointments they become legally liable for the work that the CDM Coordinator and Principal Contractor should do, as well as for not making the appointments”. In some cases, this has had the consequence of Clients deciding not to appoint a Coordinator until the latest time to minimise costs as they saw an opportunity to undertake the role themselves up to the point of appointing a Coordinator. Questions were raised by respondents as to whether such Client organisations actually do undertake the Coordinator requirements prior to appointment of a Coordinator.

3. OBJECTIVE 2 – MAXIMISING THE FLEXIBILITY TO FIT WITH THE RANGE OF CONTRACTUAL ARRANGEMENTS IN THE INDUSTRY

3.1 CHANGES BETWEEN CDM 1994 AND CDM 2007

Duty holders were asked their level of agreement with the statement “CDM can be used with the types of contract in use in the industry” in relation to both CDM 1994 (in 2006) and CDM 2007 (in 2010). Figure 2 shows the mean level of agreement to that statement was higher in relation to CDM 2007 than CDM 1994 for all duty holders and for each individual duty holder group. In each case, except Contractors, the statistical significance of the differences is less than 5% indicating that the difference is significant. From this, we can conclude that duty holders agreed that CDM 2007 can be used with the types of contract in use in the industry more so than they did with CDM 1994.

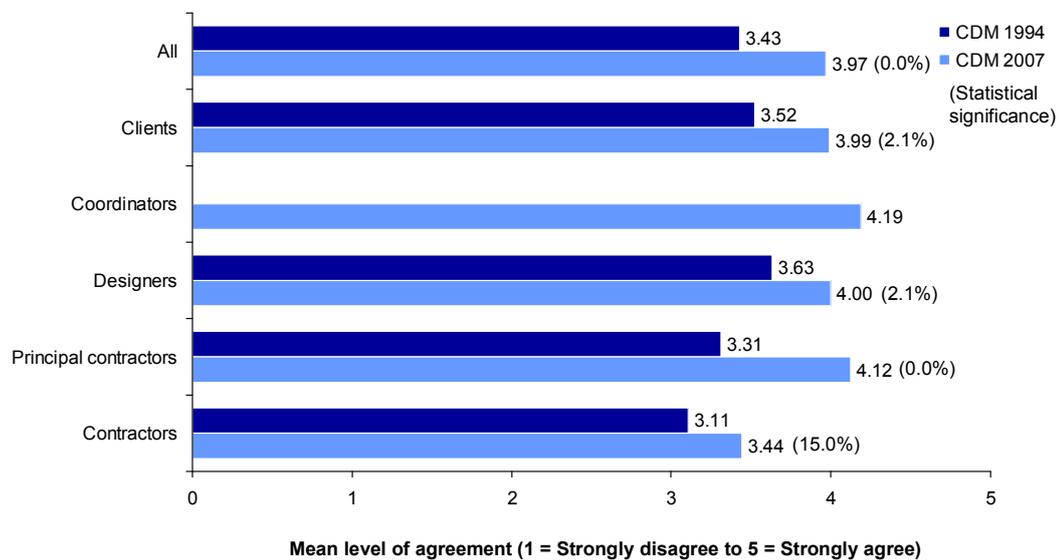


Figure 2 Agreement with the statement “CDM can be used with the types of contract in use in the industry” (No data are available for Coordinators in relation to CDM 1994 as the role did not exist)

3.2 WHAT WORKS WELL WITH CDM 2007

3.2.1 There should be no conflict between CDM and contracts

Whilst one of the key objectives of the revision to CDM 2007 was that it should be flexible enough to operate with the forms of contract used in the construction industry, some respondents made the point that this was not really an issue. The primary reasons for this view were that:

- CDM 2007 is criminal law whilst construction contracts are civil law, and criminal law will always predominate
- CDM 2007 sets down a series of principles that are independent of any particular form of contract
- It is up to the duty holders to accommodate CDM 2007 within their contracts

3.2.2 Contractual matters are a separate issue

Some respondents indicated that contractual and procurement issues were considered to be separate issues independent of CDM 2007. As such, they should be addressed separately.

3.3 WHAT DOES NOT WORK SO WELL WITH CDM 2007

3.3.1 Maintenance and repair contracts need further guidance

Some maintenance and repair projects were let as framework contracts. With these projects, it was considered unwieldy to have each piece of work as a mini project. Guidance was sought on this issue.

3.3.2 In multiple projects, it is difficult to establish who is the Principal Contractor

CDM 2007 requires one Principal Contractor to be identified for each project. However, concerns were raised in relation to multiple projects where it is difficult to establish who should be the Principal Contractor. Examples included multiple Principal Contractors needing access to the same plot of land when constructing bridge abutments to provide an access bridge to a new development, utilities needing to lay mains across several sites and railway track maintenance and signalling work being undertaken simultaneously within one closure period. Guidance was sought on this issue.

3.3.3 The requirements of CDM 2007 do not fully address all procurement routes

Despite the positive comments reported in Section 3.2.1, some respondents expressed views that the requirements of CDM 2007 do not fully address all procurement routes (e.g. PFI and Design and Build). The reasons given for this included the lack of clarity over which organisations should undertake the Client duties and how construction managers fitted in with CDM 2007.

3.3.4 CDM 2007 does not fit naturally with the structure of today's construction industry

CDM 2007 works on the basis of organisations undertaking defined duty holder roles. However, some respondents noted that Principal Contractors were not as predominant in the industry today as they had been in the past; some main contractors are management contractors rather than traditional contractors. As a result, some of these organisations were not in a position to readily comply with the CDM 2007 duties for Principal Contractor.

4. OBJECTIVE 3 – MAKING THE FOCUS PLANNING AND MANAGEMENT, RATHER THAN THE PLAN AND OTHER PAPERWORK TO EMPHASISE ACTIVE MANAGEMENT AND MINIMISE BUREAUCRACY

4.1 CHANGES BETWEEN CDM 1994 AND CDM 2007

Duty holders were asked their level of agreement with the statements “CDM assists in minimising bureaucracy” and “CDM assists in managing health and safety” in relation to both CDM 1994 (in 2006) and CDM 2007 (in 2010). Figure 3 shows the mean level of agreement to both statements was higher in relation to CDM 2007 than CDM 1994 for all duty holders and for each individual duty holder group. For each statement the findings are:

- Minimising bureaucracy** – in each case, the statistical significance of the differences is less than 5% indicating that the differences are significant. From this, we can conclude that duty holders agreed that CDM 2007 assists in minimising bureaucracy more so than they did with CDM 1994. However, the overall level of agreement is somewhat lower than with the other objectives. This suggests that whilst CDM 2007 may represent an improvement on CDM 1994, the mean level of agreement with this statement is still between disagree (2) and neutral (3).
- Managing health and safety** – in each case, except Clients, the statistical significance of the differences is less than 5% indicating that the difference is significant. From this, we can conclude that duty holders agreed that CDM 2007 assists in managing health and safety more than they did with CDM 1994.

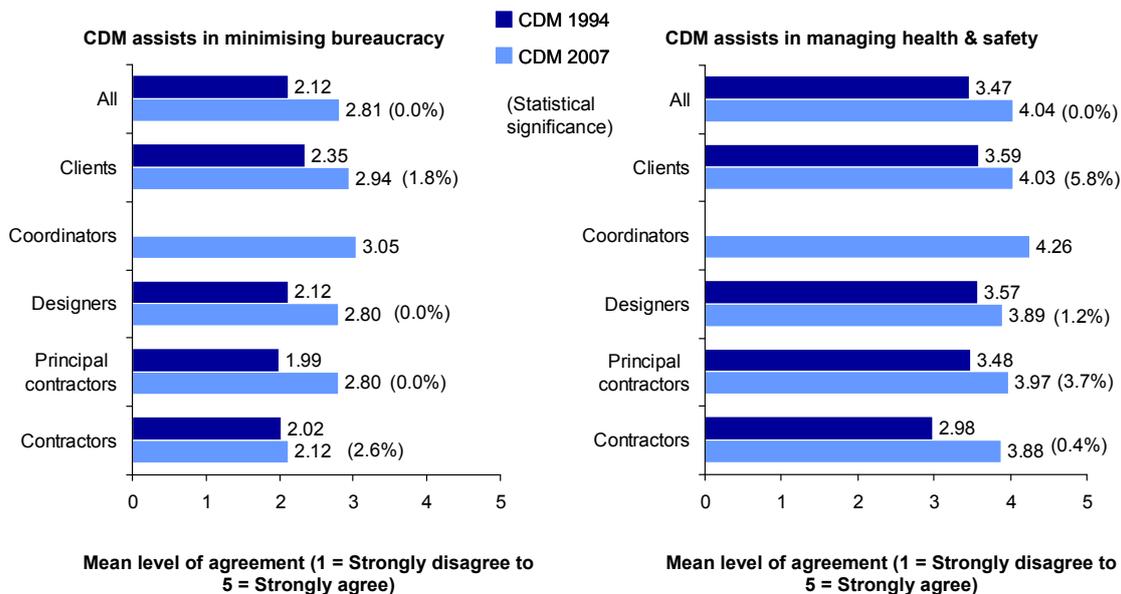


Figure 3 Agreement with the statements: “CDM assists in minimising bureaucracy” and “CDM assists in managing health and safety” (No data are available for Coordinators in relation to CDM 1994 as the role did not exist)

4.2 WHAT WORKS WELL WITH CDM 2007

4.2.1 Client leadership sets the tone of a project

Respondents suggested that Client leadership was particularly significant in terms of setting the tone for a project. Where a Client stated that health and safety were key priorities and acted in a way that was compatible with those statements, this sent a strong message to the other duty holders working on that project. Equally, Client leadership could have the reverse effect if their actions emphasised other priorities.

4.2.2 Early contractor involvement can significantly improve buildability on site

CDM 2007 emphasises the need for early appointments (see Section 2.3.2). In particular, respondents had examples of where the contractor worked with the design team from an early stage and helped develop designs that were simpler to build. This simplicity also reduced construction time and cost. The proviso was that this did not happen often enough (see Section 2.3.2).

4.2.3 The use of the Construction Phase Plan as a management plan can enhance planning

Respondents suggested that the results of good planning could be seen when construction phase plans were used actively as management plans. However, respondents noted that this does not always happen, with the construction phase plans not being reviewed or updated.

4.3 WHAT DOES NOT WORK SO WELL WITH CDM 2007

4.3.1 The amount of generic paperwork produced has not reduced since the introduction of CDM 2007

One of the key concerns with CDM 1994 was the amount of generic paperwork that was generated as organisations sought to comply with its requirements. One of the key objectives of CDM 2007 was to reduce the amount of generic paperwork. Indeed, Paragraph 145 of the ACOP notes that “Too much paperwork is as bad as too little, because the useless hides the necessary. Large volumes of paperwork listing generic hazards and risks, most of which are well known to contractors and others who use the design are positively harmful, and suggest a lack of competence on the part of the designer.”

One of the most frequent issues raised during this evaluation was that the amount of generic paperwork generated has not reduced since the introduction of CDM 2007. Reasons for this included:

- **Contractors purchasing generic documents** – in some cases these documents addressed issues that were not relevant to a particular project or still contained headings from previous projects

- **Insurance and legal requirements** – respondents noted the advice that they had received from insurers and solicitors to produce and maintain sufficient documentary evidence to defend themselves in case anything did go wrong
- **HSE inspectors ask to see paperwork** – respondents noted that one of the first requests of inspectors after incidents is to ask to see the relevant paperwork

Respondents thought that such behaviour was driven by a fear of not complying. However, they were concerned that information on key risks could be lost within that generic paperwork and not acted on.

4.3.2 Client commercial pressures to start on site early can leave Contractors without the information needed to plan, and reduce the opportunities for planning

Clients face commercial pressures to get the construction started and completed as early as possible to get income flowing from the project as soon as possible and minimise any borrowing period. This pressure can then be transmitted to Contractors to start on site early. One of the more common phrases heard during this evaluation was: “We got the call on Friday asking us start on site on Monday”. Such an approach can result in Contractors not getting the:

- Relevant pre-construction information
- Opportunity to plan sufficiently before starting work

4.3.3 Designers are not addressing ‘whole life’ issues, just construction risks

One of the changes introduced in CDM 2007 was aimed at encouraging designers to consider the risks associated with the whole life of a structure including the operational issues. However, feedback from some respondents indicates that designers focus on addressing construction risks, with less emphasis on the risks associated with operation, maintenance and demolition.

4.3.4 Coordinators are still being asked for pre-tender health and safety plans

Health and safety plans were required in CDM 1994, but have been replaced by the requirement for pre-construction information. However, Coordinators are still being asked to provide pre-tender health and safety plans. This suggests that there is a lack of awareness of the changes that have taken place in CDM 2007.

5. OBJECTIVE 4 – STRENGTHENING THE REQUIREMENTS REGARDING COORDINATION AND COOPERATION, PARTICULARLY BETWEEN DESIGNERS AND CONTRACTORS TO ENCOURAGE MORE INTEGRATION

5.1 CHANGES BETWEEN CDM 1994 AND CDM 2007

Duty holders were asked their level of agreement with the statement “CDM is helpful in encouraging coordination and cooperation between duty holders” in relation to both CDM 1994 (in 2006) and CDM 2007 (in 2010). Figure 4 shows the mean level of agreement to that statement was higher in relation to CDM 2007 than CDM 1994 for all duty holders and for each individual duty holder group. In each case, the statistical significance of the differences is less than 5% indicating that the difference is significant. From this, we can conclude that duty holders agreed that CDM 2007 is helpful in encouraging coordination and cooperation between duty holders more so than they did with CDM 1994.

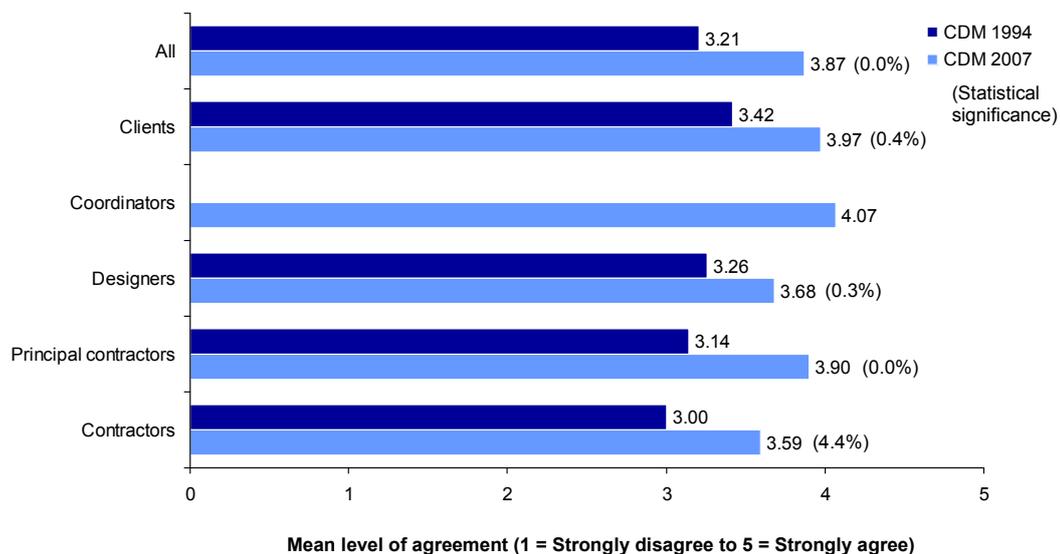


Figure 4 Agreement with the statement “CDM is helpful in encouraging coordination and cooperation between duty holders” (No data are available for Coordinators in relation to CDM 1994 as the role did not exist)

5.2 WHAT WORKS WELL WITH CDM 2007

5.2.1 Early contractor involvement is beneficial when it happens

Paragraph 44 of the CDM 2007 ACOP states: “Cooperation between parties and coordination of the work are key to the successful management of construction health and safety. Cooperation and coordination can only be meaningful if the relevant members of the project team have been appointed early enough to allow them to contribute to risk reduction. This is particularly important during the design stage when both Clients and Contractors should contribute to

discussions on buildability, usability and maintainability of the finished structure. Clients should seek to appoint those who can assist with design considerations at the earliest opportunity so that they can make a full contribution to risk reduction during the planning stages.”

Respondents certainly valued early contractor involvement when it occurred, but commented that it tended to be the exception rather than the norm in most instances.

5.2.2 Good Coordinators with relevant skills and experience can make a difference

Whilst respondents raised concerns over the variability of the Coordination that they encountered, comments were made that where the Coordinator had the relevant skills and experience they provided valuable input to the project. Such Coordinators included both individuals and teams, with suggestions that Coordination teams were more appropriate on larger and more complex projects.

5.3 WHAT DOES NOT WORK SO WELL WITH CDM 2007

5.3.1 The term ‘early appointment’ needs to be better defined to prevent late appointment of Coordinators

Paragraph 66 of the CDM 2007 ACOP states that “Early appointment is crucial for effective planning and establishing management arrangements from the start. The Regulations require the appointment to take place as soon as is practicable after initial design work or other preparation for construction work has begun...”. As discussed in Section 2.3.2, some respondents expressed concern about the frequency with which Clients appointed Coordinators late in the project lifecycle. Concerns were raised that late appointment:

- **Reduces the opportunity to coordinate** – many of the key design decisions may have been taken before a Coordinator is appointed
- **Retrospective competence checks are not feasible** – when Coordinators are appointed after other duty holders, they are no longer in a realistic position to advise the Client on the competence of those duty holders that have already been appointed. Undertaking retrospective competence checks would serve little purpose at this point in time, and may well serve to worsen relations between the Coordinator and other duty holders; particularly if the Coordinator has concerns about their competence.

5.3.2 Lack of Coordinator involvement during the construction phase

The Coordinator’s main role is often perceived to be cooperating and coordinating the design work prior to construction. However, design decisions, in particular design changes, take place throughout the project including the construction phase. The implications of late design changes during the construction phase can be significant, and need to be assessed and communicated.

Respondents suggested that the level of Coordinator involvement during the construction phase can be limited. In addition, concern was expressed that Contractors did not necessarily

welcome the input of Coordinators during the construction phase.

An additional point was made that some Clients appoint their Coordinators to take on additional site health and safety roles during the construction phase.

5.3.3 Designers do not have sufficient understanding of construction processes

In order to address the risks during design, Designers need some understanding of how a structure will be built. Without this understanding, Designers may make incorrect assumptions about how the structure will be built, or may overlook some key risks.

Whilst there were examples of good Designers, some respondents expressed their concerns at the number of designers that had limited understanding of construction processes. This was attributed, partly, to the professional institutions that no longer required professionals to have a significant period of site experience as part of their qualification process.

5.3.4 Multiple designers can lead to a lack of coordination

The complexity of many modern projects necessitates the use of a range of designers (including architectural, civil, structural, building services, temporary works and contractors' designers). However, the designs from this range of Designers need to be coordinated and potential risks, overlaps and clashes identified. This requires significant Coordinator input that may not be available on all projects. If the Designers choose not to coordinate amongst themselves, potential risks may arise. Some respondents noted that the level of Coordination in such cases was not always sufficient.

5.3.5 Integrated risk management is typically not addressed leading to risks being addressed in isolation

Organisations may address the risks associated with their input to the project. However, significant risks can occur as a result of overlaps, clashes and unintended consequences resulting from the work of one organisation impacting on another (e.g. a last minute decision to locate mechanical plant on a roof).

An integrated approach to risk management would involve all parties contributing to a central risk register containing: Risks identified; Information on how they will be managed; and Information on the residual risks remaining.

Respondents noted that the use of this integrated approach was infrequent; often limited to larger projects. As such, one of the key opportunities to manage and communicate risks was being lost.

5.3.6 The quality of Coordination is variable

Respondents had noted that there were instances where Coordinators (both teams and individuals) had provided valuable input to a project. However, respondents also noted that this is not always the case, with the quality (and competence) of Coordinators being variable. This implies that projects cannot always guarantee to get the same level of value from Coordinators.

6. OBJECTIVE 5 – SIMPLIFYING THE ASSESSMENT OF COMPETENCE FOR ORGANISATIONS AND INDIVIDUALS TO HELP RAISE STANDARDS AND REDUCE BUREAUCRACY

6.1 CHANGES BETWEEN CDM 1994 AND CDM 2007

Duty holders were asked their level of agreement with the statement “CDM is helpful when assessing the competence of duty holders” in relation to both CDM 1994 (in 2006) and CDM 2007 (in 2010). Figure 5 shows the mean level of agreement to that statement was higher in relation to CDM 2007 than CDM 1994 for all duty holders and for each individual duty holder group. In each case, except Contractors, the statistical significance of the differences is less than 5% indicating that the difference is significant. From this, we can conclude that duty holders agreed that CDM 2007 is helpful when assessing the competence of duty holders more so than they did with CDM 1994.

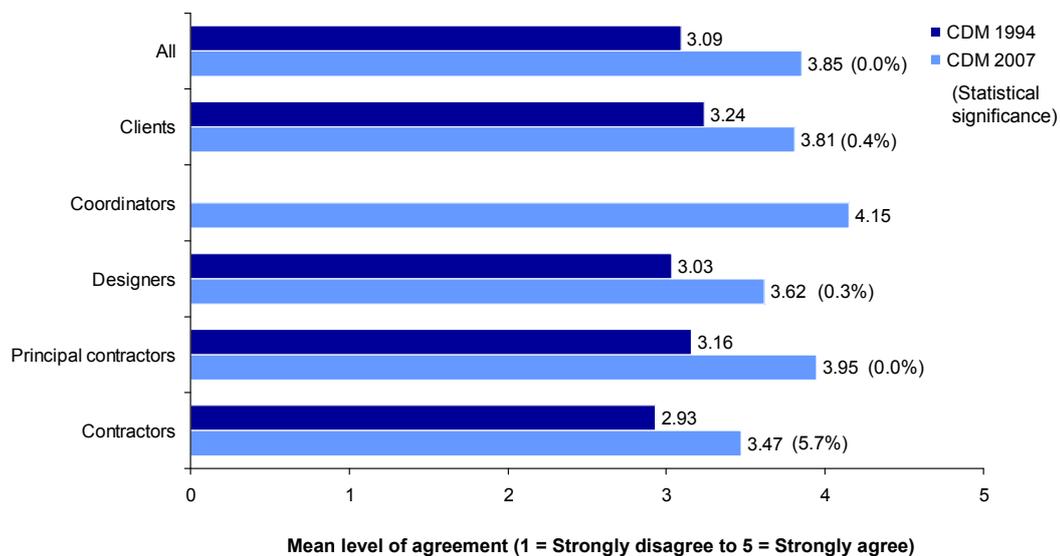


Figure 5 Agreement with the statement “CDM is helpful when assessing the competence of duty holders” (No data are available for Coordinators in relation to CDM 1994 as the role did not exist)

6.2 WHAT WORKS WELL WITH CDM 2007

6.2.1 CDM 2007 contains good definitions of competence for all to use; it is their implementation that can cause problems

Respondents commented that the definitions provided in Appendices 4 and 5 were, on the whole, reasonable and provided a basis for competence assessment. Problems, where they occurred, were considered to result from people’s interpretation and implementation of the requirements of CDM 2007.

6.2.2 Clients are required to have the relevant competence if they take on other roles

If a Client does not appoint either a Coordinator or Principal Contractor, then that Client is required to have the competence to undertake those roles themselves. Respondents considered this to be a positive feature, as it was considered to provide an incentive to Clients to either make those appointments early (to avoid the need to be competent to undertake those duties themselves) or ensure that they had those competences. However, Section 2.3.5 highlights the unintended consequences of these clauses within CDM 2007.

6.2.3 Clients are required to appoint competent teams

The requirement for Clients to appoint competent teams was considered to be a positive feature of CDM 2007. This feature was considered to ‘set the tone’ in terms of the expectations of competence on a project. Some respondents reported that preferred supplier lists had been shortened as a result of the need for competent duty holders.

6.3 WHAT DOES NOT WORK SO WELL WITH CDM 2007

6.3.1 The Stage 1 competence assessment has led to an increase in paperwork during prequalification

This issue was one of those raised most frequently by respondents during this evaluation. Whilst positive comments had been made about the requirements of Appendix 4 (see Sections 6.2.1 and 6.2.3), the real concerns of some respondents were over the implementation of Appendix 4. In particular, there were concerns about the:

- **The number of questions asked** – respondents had concerns about the large numbers of questions asked in pre-qualification questionnaires
- **Repetition of questions** – respondents expressed concern about having to repeatedly complete similar questions in pre-qualification questionnaires, and suggested that a central ‘approved’ repository of competency checks (perhaps run by HSE) could be used
- **Generic nature of many of the questions asked** – respondents questioned the relevance of many of the questions asked in pre-qualification questionnaires in relation to the specific competences required for a project
- **Proliferation and cost of industry prequalification schemes** – this is addressed further in Section 8.2, as it is a response to rather than a requirement of CDM 2007
- **Requirements of public sector Clients for significant amounts of information** – this is addressed in Section 8.4, as it is a response to rather than a requirement of CDM 2007

6.3.2 Emphasis is put on generic Stage 1 assessments rather than specific Stage 2 assessments

Respondents’ experience was that greater emphasis had been put on the more generic Stage 1 competence assessments than the Stage 2 assessments that are aimed at addressing the specific

competence needs of the project. There was concern that this could result in organisations being appointed without having the specific competences required to undertake the project.

6.3.3 Organisations can ‘answer the questions’ but then their team may not be compatible with the answers provided

Respondents were concerned about a potential disconnect between the organisational competence submissions and the competence of the team members that are actually used by that organisation on the project. Whilst there is the inevitable movement of people between projects and organisations, concern was expressed by some that, on occasions, the team working on the project several months down the line was not the team originally proposed for the project.

6.3.4 The requirements are not fully understood by all parties

Whilst the competence requirements are stated clearly in Appendices 4 and 5, some respondents expressed concerns that those competence requirements were not fully understood by all parties. This lack of understanding was reflected in:

- **Duty holders being appointed by Clients without having had their competence assessed** – on some occasions this was as a result of lack of Client awareness, on others no Coordinator was in place to advise on competency assessments
- **Competence checks being focussed on generic Stage 1 issues** – rather than specific Stage 2 issues
- **Duty holders taking on roles that they did not necessarily have the competence to fulfil** – examples included Clients taking on the Coordinator role by default, and organisations making decisions that had design implications

6.3.5 The competence assessments are difficult for small, infrequent and one-off Clients to implement

Whilst Appendices 4 and 5 do contain information on competence assessment, an element of judgement is needed to assess the answers provided. For those Clients that do not undertake regular construction work, this can be a particular challenge, and they would need to rely heavily on other parties to advise them. In the case of non-notifiable projects where a Coordinator is not available to advise the Client, this is even more of an issue.

6.3.6 There is too much focus on paperwork and not enough on observations and references

Whilst some paperwork is required to record the competence assessments, respondents’ experience suggested that the most effective means of assessing competence were by observing duty holders in their performance on similar projects and obtaining references from the organisations that had appointed them to those roles. By relying too much on paper-based competence assessments, there is the potential to focus on organisations’ ability to answer the questions on paper rather than on the experience of organisations that had employed them for similar roles.

7. OTHER CDM 2007 ISSUES

7.1 WHAT WORKS WELL WITH CDM 2007

7.1.1 CDM 2007 has helped to raise the profile of health and safety within the construction industry

One of the points made frequently by respondents was that of raised awareness of health and safety in the construction industry since the release of CDM 2007. In particular, respondents noted that people in the construction industry are now talking about issues they never would have in the past. It is recognised that the raised awareness will also, in part, be due to wider cultural changes in the industry driven by HSE's strategic programme to improve the industry's performance.

7.1.2 Publishing guidance that was jointly written by HSE and the construction industry has helped

Guidance on CDM 2007 was produced jointly by HSE and sections of the construction industry and is published via construction industry web sites. Respondents commented that this approach was positive as it helped in obtaining greater buy-in to the guidance, and implied that the guidance would be more practically oriented as it had been jointly developed by organisations that implement CDM 2007 in practice themselves.

7.1.3 Simplification in notification

Respondents commented that the simplification to the notification process (including the online version) were positive. However, other respondents did comment that the electronic notification process had lessened the 'significance' of the duty holder 'signing up' to the implementation of CDM on their project.

7.2 WHAT DOES NOT WORK SO WELL WITH CDM 2007

7.2.1 The criteria for notification are causing concern

Whilst many of the issues raised during the evaluation were applicable to both notifiable and on-notifiable projects, a range of concerns were raised specifically in relation to non-notifiable projects. These included:

- **Concern over whether CDM 2007 actually impacts on non-notifiable projects** – in particular, there was the concern that some duty holders interpreted non-notifiable as 'not applicable' and, as such, did not think that CDM was relevant to their project
- **Suggestions for risk-based criteria for notification criteria** – respondents had seen examples where the projects were non-notifiable under the CDM 2007 notification criteria but were, none-the-less, relatively high risk projects that would have benefited from the involvement of a Coordinator (e.g. large domestic projects such as London basements)

7.2.2 The need for Coordinators was questioned

Whilst CDM 2007 stresses the need for coordination, some respondents questioned the need for individual Coordinators. In particular, the following issues were raised:

- **The role could be filled by a lead designer** – given that there is a lead designer on many projects, it was suggested that they could fulfil the design coordination role
- **A Project Supervisor could undertake the role through the life of a project** – the Project Supervisor would be the team leader who Clients have already given extensive powers to in relation to design, budget and timing; these people would have the necessary status and authority to get things done
- **A team could provide more effective coordination** – for larger projects teams provided greater certainty in delivering the required level of coordination; particularly where the competences required may be beyond one person

7.2.3 Designers would like more clarity on the definition of ‘so far as is reasonably practicable’

Regulation 11 of CDM 2007 requires Designers to perform their duties so far as is reasonably practicable, taking due account of other relevant design considerations. However, some respondents expressed concern as to the precise definition of ‘so far as is reasonably practicable’. In particular, they were concerned that if an incident occurred their actions may not be deemed to have been ‘so far as is reasonably practicable’ despite them thinking that they were.

7.2.4 Have people actually read and understood CDM 2007?

A recurrent theme that emerged from respondents was one of “I do wonder if some people have actually read and understood CDM 2007”. This was typically uttered to describe acts of non-compliance that they had experienced. This response encompassed those who were deemed to have put their own interpretation on CDM 2007, and those who just carried on with their actions regardless of the requirements of CDM 2007.

7.3 SMALLER CONTRACTORS

There appears to be a difference in knowledge and awareness of CDM 2007 and the associated industry guidance amongst smaller Contractors. The small one-man and family businesses have a relatively low level compared to the small-medium sized companies. Smaller Contractors’ views on CDM 2007 suggest that:

- **Overall, CDM 2007 is clearer than CDM 1994** – there is more detail and it is easier to understand, but there was concern that the onus is still on the Contractor
- **CDM 2007 fits well with the forms of contract used** – there is clarity in what should be provided as pre-construction information

- **There are mixed views on the extent to which CDM 2007 has improved planning and management** – Clients impose unrealistic start dates which impact upon planning and management; documents are not read until something goes wrong; and the paperwork is still generic (although not as bad as it was), repetitive and of considerable volume (influenced by the litigious society)
- **There are mixed views on the extent to which CDM 2007 has strengthened the requirements for coordination and cooperation, particularly between Designers and Contractors** – Designers and Clients were thought to still be behind; there were late appointment of the Coordinator; and little team-working between Contractors and Designers; however, small Contractors found the input provided by Coordinators to be valuable
- **The assessment of competence is simpler, but there are problems in implementation** – there were concerns that cards (e.g. CSCS) were valued more than experience
- **CDM 2007 is not being taken seriously** – this is particularly the case in the current economic climate

7.4 SMALLER CLIENTS

There also appears to be varying levels of knowledge and awareness of CDM 2007 amongst smaller Clients. Smaller Clients' views on CDM 2007 suggest that:

- **It is difficult to comment on the clarity of CDM 2007** – as they do not have a benchmark against which to compare it; however, some are aware of guidance on CDM 2007 and know where to look for it: they also rely on Coordinators for guidance
- **CDM 2007 is appropriate and flexible with the types of contract they are using** – but they were less clear about the types of contracts they do not use
- **There had been an increase in duty holders planning for and managing health and safety** – as a result of a greater understanding and awareness of roles and duties
- **The amount of paperwork had not decreased** – but this was thought to be more of an issue for their Coordinator
- **Duty holders including Designers and Contractors do coordinate and cooperate more** – but the Clients also acknowledged that the level of coordination and cooperation might vary across the industry and from site to site
- **They were uncertain as to whether CDM 2007 has simplified the competence assessment process** – the process was too convoluted and generic and there were some concerns that there were too many companies selling competence schemes;
- **The simplified assessment competence assessment had not helped them to select competent duty holders effectively** – as they still had to seek references and actively manage the process; and there was concern that even by going through this process it was difficult to tell how competent a duty holder would be until they were on site

8. IMPACT OF INDUSTRY PRACTICE ON CDM 2007

Whilst a range of issues was undoubtedly having an impact on the respondents consulted as part of this evaluation, it is important to distinguish between those issues that resulted from industry practice but impacted on how CDM 2007 was implemented, and those issues that resulted directly from CDM 2007. This section addresses the former issues.

8.1 COMMERCIAL PRESSURES DRIVE THE PROCUREMENT PROCESS AND LIMIT THE LEVEL OF COMPLIANCE WITH CDM 2007

The recent economic downturn has led to much of the work undertaken since the introduction of CDM 2007 being undertaken under difficult commercial circumstances. Issues that impact of the application of CDM 2007 include:

- **Price being more important than competence** – respondents had noted that when tendering for work, having the lowest price was often more important than having specific competences
- **Limiting the time available for coordination and cooperation** – respondents noted that both budgets and timescales were being reduced as part of the procurement process and, as a result, effort was being focussed primarily on the core activities of ‘getting the work done’ rather than coordination and cooperation

8.2 A COMPETENCE ASSESSMENT INDUSTRY HAS EMERGED AND IS BURDENING DUTY HOLDERS

One of the key objectives of CDM 2007 was to simplify the assessment of competence for both individuals and organisations. In particular, guidance is provided on competence assessment in Appendices 4 and 5. However, a variety of commercial competence assessment schemes have been established. Respondents expressed concerns that these schemes:

- **Require considerable expenditure to register** – both the registration fees and the time taken to complete the registration process were considered high
- **Have no mutual recognition** – where procurers specified the need for organisations to be registered with a particular scheme, they would not accept registration with an alternative scheme as evidence that the competence requirements had been met (the Safety Schemes In Procurement (SSIP) initiative was suggested as a potential option for addressing this issue)
- **Require regular re-assessment of competence** – further submissions need to be completed (yearly or two-yearly) to keep the registration live and require further time and money

Whilst respondents agreed with the concept of competence assessment, they felt that the issues above imposed a considerable burden on their organisations. As these requirements were imposed by those procuring work, organisations had little choice but to register if they wanted to bid for that work.

8.3 THERE IS A CONFLICT BETWEEN CRIMINAL AND CIVIL / CONTRACT LAW WITH SOME DUTY HOLDERS NOT REALISING THAT CRIMINAL LAW PREVAILS

In the British legal system, requirements imposed under criminal law outweigh any requirements imposed under civil / contract law. As health and safety regulations are classed as criminal law, the requirements of CDM 2007 outweigh any requirements in contracts between duty holders. However, respondents raised concerns about:

- **Organisations giving higher priority to contracts than to CDM 2007** – examples were quoted of organisations citing clauses in their contracts with the organisations that appointed them as the reason for not complying with CDM 2007
- **Organisations using contracts to avoid CDM duties** – including examples of organisations trying to transfer their liabilities under CDM 2007 to other duty holders

8.4 THE PUBLIC SECTOR PROCUREMENT PROCESSES CONFLICT WITH THE REQUIREMENTS OF CDM

Public sector organisations procure under strict procurement rules originating from the European Union. Under these rules, organisations cannot revisit the questions that were asked during prequalification. As such, their pre-qualification processes may be relatively lengthy as they do not get the opportunity to re-visit the pre-qualification information at later stages. Typically, this manifests itself in large numbers of generic prequalification questions that are very similar to the prequalification questions that organisations had answered for other procurement processes or competence assessment schemes.

Respondents expressed concern that the public procurement process can be lengthy and time-consuming as it repeats the need for information asked elsewhere.

8.5 CONTRACTORS, DESIGNERS AND COORDINATORS ARE NOT ALWAYS CONFIDENT ENOUGH TO SAY 'NO' TO A CLIENT

In the current economic climate, purchasers have the upper hand. This can lead to Contractors, Designers and Coordinators being unwilling to challenge a Client's demands. As a result, actions can be implemented that are not compatible with either the spirit or letter of CDM 2007 (e.g. starting work without the appointment of a Coordinator, or starting work on site without the required pre-construction information or planning).

9. HOW DUTY HOLDERS RATED THE COSTS AND BENEFITS OF CDM 2007

In addition to questions on detailed benefits (Section 10) and costs (Section 11), respondents were asked how they would rate the overall costs and benefits of CDM 2007 based on their experiences.

Figure 6 shows that 47% of the respondents (170) rated the costs of CDM 2007 as low or low-moderate, whilst another 35% (129) rated the costs as moderate. Only 12% of the respondents (44) rated the costs as high or moderate-high. Figure 6 also shows that 41% of the respondents (149) viewed the benefits of CDM as 2007 as high-moderate or high. The benefits were rated as moderate by 31% of respondents (115), whilst 25% of the respondents (90) thought that the benefits were low or low-moderate.

On balance, the respondents' views on the costs and benefits of CDM 2007 were positive, as 72% rated the benefits as moderate or higher, whilst 82% rated the costs as moderate or lower.

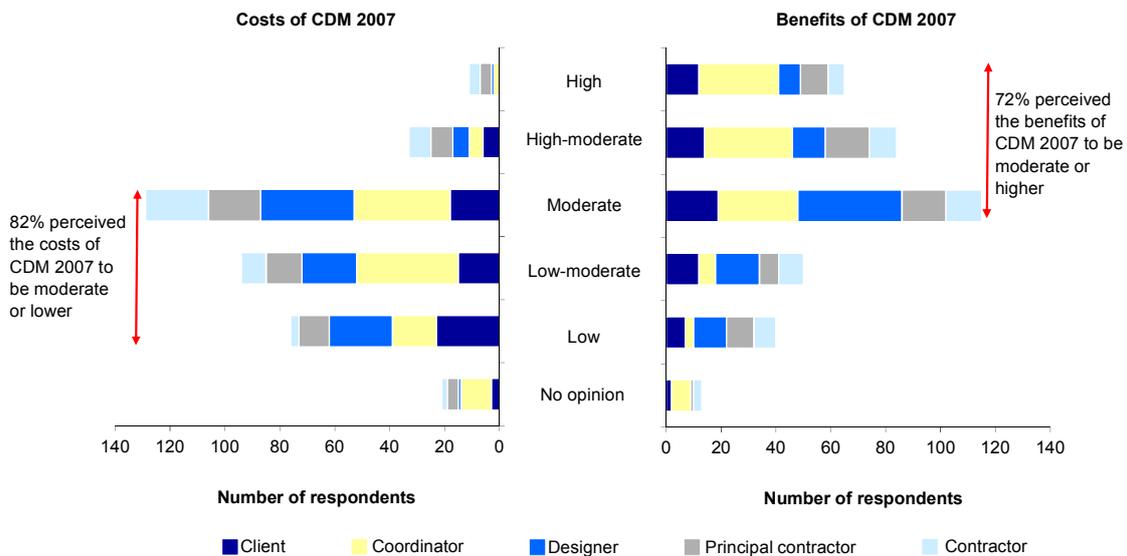


Figure 6 How respondents perceived the costs and benefits of CDM 2007 to their organisation?

10. BENEFITS OF CDM 2007

To identify what changes had occurred between CDM 1994 (in 2006) and CDM 2007 (in 2010), respondents were given a series of statements and asked to rate their level of agreement with those statements based on their experience. Where changes were observed, statistical tests were undertaken to see if those changes were significant (at the 5% level).

Each statement was worded in a positive manner. As such, where the level of agreement increased between 2006 and 2010, this indicated that there had been a positive change in behaviour or risk management over that four-year period. These positive changes are benefits to the construction industry.

The benefits described in these tables can be considered as direct benefits of CDM 2007, indirect benefits of CDM 2007 and benefits from broader initiatives, whereby:

- **Direct benefits** correspond to the requirements of CDM 2007 (e.g. communication, cooperation, etc.)
- **Indirect benefits** result from actions that are not covered directly in CDM 2007 but should result if CDM 2007 is working as intended (e.g. improved management of risk on site resulting from residual risks being communicated by Designers to Contractors)
- **Broader initiatives** correspond to the impacts on the construction industry of other initiatives such as the HSE Construction Programme, Rethinking Construction and industry initiatives

Section 12 contains a graphical summary of whether the level of agreement has increased or decreased for CDM 2007 when compared to CDM 1994. The findings from Table 7 to Table 15 are summarised in the Sections 10.1 to 10.7.

10.1 ALL DUTY HOLDERS EXCEPT CONTRACTORS SHOWED SIGNIFICANT LEVELS OF POSITIVE CHANGE IN THEIR VIEWS ON THEIR CLIENTS' BEHAVIOUR

When comparing CDM 2007 to CDM 1994, all duty holders showed a positive increase in their levels of agreement in relation to the Client:

- Making a clear statement on their commitment to health and safety
- Thoroughly assessing the competence of those organisations they appointed to work on the project
- Thoroughly checking that those they appointed would provide adequate resources (e.g. people, sufficient technical facilities/plant, etc.)
- Allowing sufficient time for mobilising before work had to start on site
- Allowing sufficient time for completing the project

Those changes were statistically significant for all duty holders except Contractors.

10.2 ALL DUTY HOLDERS SHOWED SIGNIFICANT LEVELS OF POSITIVE CHANGE IN THEIR VIEWS ON THE BEHAVIOUR OF THE ORGANISATION THAT GAVE THEIR ORGANISATION THEIR WORK

When comparing CDM 2007 to CDM 1994, all duty holders showed a positive increase in their levels of agreement in relation to the organisation that gave them their work:

- Making a clear statement on their commitment to health and safety
- Making a good job of assessing the competence of my organisation
- Making a good job of checking that my organisation would provide adequate resources
- Allowing sufficient time for mobilising before we had to start on site
- Allowing sufficient time for completing our work on the project

Those changes were statistically significant for all duty holders. Clients were not required to answer these questions.

10.3 PRINCIPAL CONTRACTORS SHOWED MORE SIGNIFICANT LEVELS OF POSITIVE CHANGE IN THEIR VIEWS ON DESIGN, WHILST DESIGNERS SHOWED LITTLE CHANGE

When comparing CDM 2007 to CDM 1994, all duty holders except Designers showed a positive increase in their levels of agreement in relation to the following aspects of design:

- Safety hazards from falls had been reduced by good design (e.g. changed processes, off-site prefabrication, permanent access capable of use during construction, etc.)
- Health hazards from substances had been reduced by good design and specification (e.g. solvent paints, adhesives, etc.)
- Hazards from noise and vibration had been reduced by good design and specification (e.g. changed processes, off-site prefabrication, etc.)
- Hazards from manual handling had been reduced by good design and specification (e.g. no heavy blocks, off-site prefabrication, etc.)
- Designing for off-site prefabrication had substantially reduced the number of people at risk from working on the site

Whilst Designers showed small positive increases or small negative decreases, they already had a high level of agreement with this statement in relation to CDM 1994. Those changes were statistically significant for Principal Contractors for the first four items. Principal Contractors now show a similar level of agreement to that shown by Designers in relation to CDM 1994.

10.4 PRINCIPAL CONTRACTORS AND CONTRACTORS SHOWED MORE SIGNIFICANT LEVELS OF POSITIVE CHANGE IN THEIR VIEWS ON ON-SITE RISK MANAGEMENT

When comparing CDM 2007 to CDM 1994, all duty holders except Designers showed a positive increase in their levels of agreement in relation to the following aspects of on-site construction:

- The site management team was strongly committed to achieving high health and safety standards
- There was a high standard of safe access and safe workplaces (e.g. high quality scaffolding, MEWPs, etc.)
- There was a high standard of mechanised materials handling (e.g. mechanical lifting devices for workers, site road systems, planned storage areas, fork lift trucks etc)
- There were high standards of tidiness in access ways and workplaces
- Eye protection was mandatory for all workers
- Protective gloves were mandatory for all workers

In most cases, those changes were statistically significant for both Principal Contractors and Contractors. This is significant as it is the Principal Contractors and Contractors who are most likely to observe and benefit from these changes.

10.5 ALL DUTY HOLDERS SHOWED POSITIVE CHANGE IN THEIR VIEWS ON COMMITMENT TO SITE WORKERS

When comparing CDM 2007 to CDM 1994, all duty holders showed a positive increase in their levels of agreement in relation to the commitment to site workers in terms of:

- There were pre-start occupational health checks
- All workers were required to have cards such as CSCS or CCNSG
- There was a comprehensive induction process for all workers
- There were effective means for consulting workers to obtain their views on health and safety
- There was a 'near-miss' reporting system
- There were knowledge/skills training (e.g. toolbox talks)
- There was high quality site welfare provision
- There was an occupational health service for site workers (except for Clients and Designers who showed a decrease in the level of agreement)

In most cases, those changes were statistically significant for both Principal Contractors and Contractors. This is significant as it is the Principal Contractors and Contractors who are most likely to observe and benefit from these changes.

10.6 PRINCIPAL CONTRACTORS SHOWED MORE SIGNIFICANT LEVELS OF POSITIVE CHANGE IN THEIR VIEWS ON DESIGN AND CONSTRUCTION FOR SUBSEQUENT USE

When comparing CDM 2007 to CDM 1994, all duty holders except Designers showed an increase in their levels of agreement in relation to design and construction for ongoing maintenance. Those changes were statistically significant for Principal Contractors.

In relation to design and construction for safe use, Designers, Principal Contractors and Contractors showed an increase in their levels of agreement, whilst Clients showed a negative decrease. Those changes were statistically significant for Principal Contractors and Contractors. Whilst Clients showed a decrease, it was not statistically significant, and Clients already had a high level of agreement with this statement in relation to CDM 1994; implying they saw little change.

10.7 PRINCIPAL CONTRACTORS AND CONTRACTORS SHOWED MORE POSITIVE CHANGE IN THEIR VIEWS ON THE EFFECTS OF CDM 2007 THAN CLIENTS AND DESIGNERS

When comparing CDM 2007 to CDM 1994, all duty holders showed a positive increase in their levels of agreement in terms of CDM helping:

- Bring about integrated teams
- Bring about better communications and information flow between project team members
- Lower costs as a result of better management processes
- Reduce safety risks
- Reduce ill-health risks
- Improving site welfare facilities

Those changes were statistically significant for all Designers and Principal Contractors in relation to integrated teams, communication flow and welfare facilities.

When comparing CDM 2007 to CDM 1994, Clients and Designers typically showed a negative decrease in their levels of agreement whilst Principal Contractors and Contractors showed a positive increase in their levels of agreement in terms of CDM helping:

- Increase on-site worker training and competence
- Making it easier to attract and retain workers
- Reducing worker absence due to injury and sickness.

- Lead to completed buildings, etc that are more cost-effective to use and maintain

Only Principal Contractors showed a positive change on the issue of completed buildings being more cost-effective to use and maintain.

Most of the changes were not statistically significant except for Principal Contractors in relation to site welfare facilities, worker training / competence and attracting / retaining staff.

11. COST IMPLICATIONS OF CDM 2007

11.1 COSTS INCURRED IN INTRODUCING CDM 2007 TO ORGANISATIONS FOR THE FIRST TIME

Figure 7 shows the amount that the respondents spent on introducing CDM 2007 into their organisations for the first time.

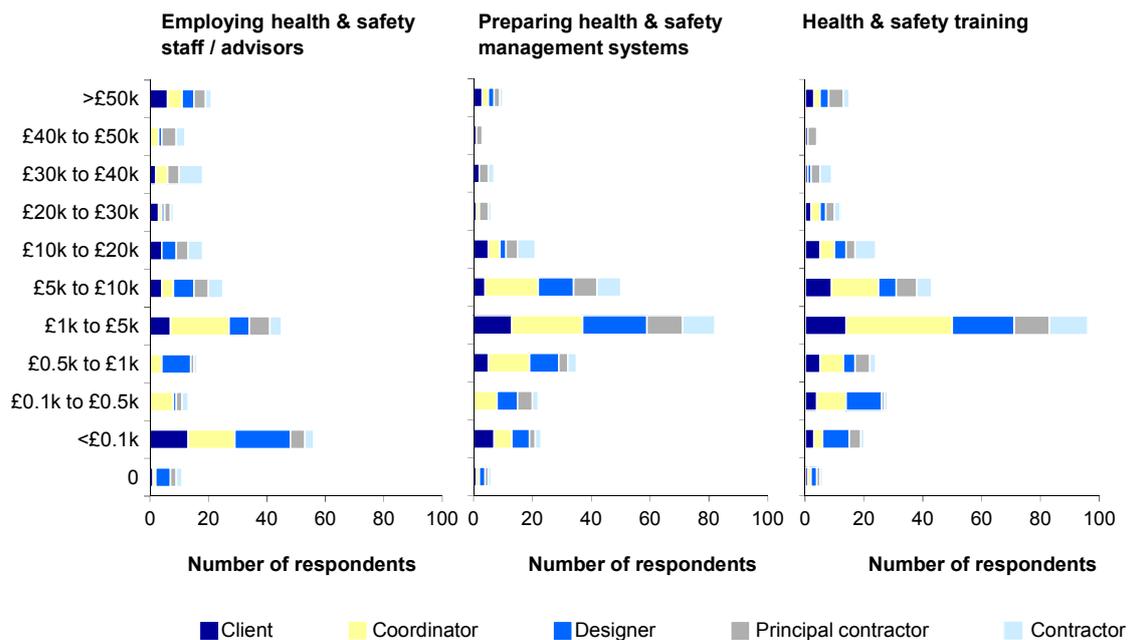


Figure 7 Number of respondents incurring each level of cost for introducing CDM 2007

The findings are summarised in Table 3.

Table 3 The costs to organisations of introducing CDM 2007 for the first time

Cost source	Findings in relation to the number of respondents that had provided cost data (based on the number of respondents answering each question)
Employing health and safety advisors	<ul style="list-style-type: none"> • 28% of the respondents (67) reported negligible costs (less than £100) • 58% of the respondents (141) spent less than £5,000 • However, 32% of the respondents (77) reported spending £10,000 or more; of these 19 were Principal Contractors and 19 were Contractors
Preparing health and safety management systems	<ul style="list-style-type: none"> • 63% of the respondents (168) spent less than £5,000 • However, 18% of the respondents (47) reported spending £10,000 or more; of these 14 were Principal Contractors, 10 were Contractors and 12 were Clients
Undertaking health and safety training	<ul style="list-style-type: none"> • 62% of the respondents (174) spent less than £5,000 • However, 23% of the respondents (64) reported spending £10,000 or more; of these 17 were Principal Contractors, 15 were Contractors and 12 were Clients

11.2 COSTS INCURRED IN MAINTAINING CDM 2007 IN THE LAST YEAR

Figure 8 shows the amount that the respondents spent on maintaining CDM 2007 within their organisations in the last year.

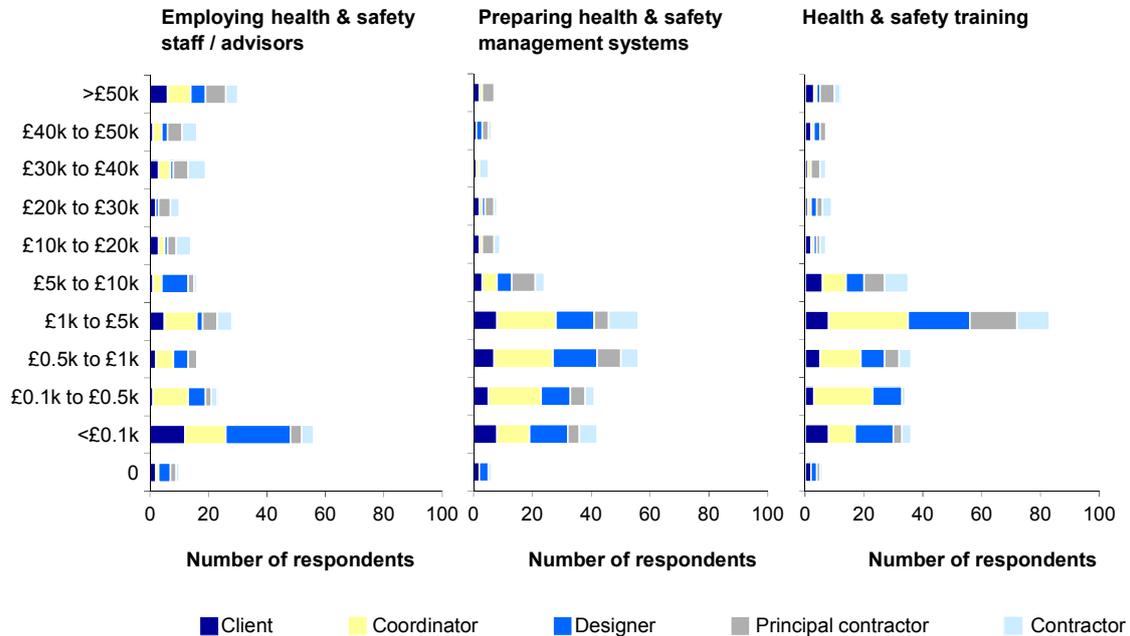


Figure 8 Number of respondents incurring each level of cost of maintaining CDM 2007 in the last year

The findings are summarised in Table 4.

Table 4 The costs to organisations of maintaining CDM 2007 in the last year

Cost source	Findings in relation to the number of respondents that had provided cost data (based on the number of respondents answering each question)
Employing health and safety advisors	<ul style="list-style-type: none"> • 28% of the respondents (66) reported negligible costs (less than £100) • 56% of the respondents (133) spent less than £5,000 • However, 38% of the respondents (89) reported spending £10,000 or more; of these 24 were Principal Contractors and 23 were Contractors
Preparing health and safety management systems	<ul style="list-style-type: none"> • 77% of the respondents (201) spent less than £5,000 • However, 13% of the respondents (35) reported spending £10,000 or more; of these 13 were Principal Contractors, 7 were Contractors and 8 were Clients
Undertaking health and safety training	<ul style="list-style-type: none"> • 72% of the respondents (195) spent less than £5,000 • However, 15% of the respondents (42) reported spending £10,000 or more; of these 13 were Principal Contractors, 9 were Contractors and 9 were Clients

11.3 ADDITIONAL COSTS OF IMPLEMENTING CDM 2007 ON A PROJECT

Respondents were asked for information on the additional costs incurred in implementing CDM 2007 on a specific project. Respondents were asked to identify the additional costs incurred due to CDM 2007, either in terms of hours, days, or Pounds Sterling for each of the key duties that each group of duty holders had to undertake. These duties included both those duties that were new or amended in CDM 2007 as well as those that remained unchanged from CDM 1994.

Detailed information is contained in the Technical Annex, whilst the findings are summarised in Table 5.

Table 5 Summary of the additional costs incurred by duty holders in implementing CDM 2007 on a project

Duty holder	Additional costs of implementing CDM 2007 on a project
Client	<ul style="list-style-type: none"> • Around one third paid no additional costs for a Coordinator than they would have for a Planning Supervisor • The median additional cost was around £600 • Depending on the duty, around 50 to 90% of Clients incurred no additional costs for undertaking their CDM 2007 duties • The median additional cost was zero for 8 of the 10 duties • The median additional cost for providing pre-construction information to the Coordinator was £30 • The median additional cost for an overall project was around £1,600, and the mean (of those Clients that did incur additional costs) was around £14,000
Coordinator	<ul style="list-style-type: none"> • All Coordinator duties are new • The median cost for each duty ranged from around £50 to £600 • The median additional cost for an overall project was around £3,700, and the mean was around £7,200
Designer	<ul style="list-style-type: none"> • Depending on the duty, around a third to a half of Designers incurred no additional costs for undertaking their CDM 2007 duties • The median additional cost per duty was zero for 8 out of 10 duties • The highest additional cost was incurred in designing for safe construction and providing information on the remaining risks with a median of £50 and a mean (of those Designers that incurred costs) of £800 • The median additional cost for an overall project was around £330, and the mean (of those Designers that did incur additional costs) was around £2,700
Principal Contractor	<ul style="list-style-type: none"> • Depending on the duty, around a third to a half of Principal Contractors incurred no additional costs for undertaking their CDM 2007 duties • The median additional cost per duty for the ‘once per project’ duties ranged from zero to £410 • The highest additional cost for the ‘once per project’ duties was incurred in demonstrating their competence with a median of £410 and a mean (of those Principal Contractors that incurred costs) of £1,440 • The median additional cost for an overall project was around £6,400, and the mean (of those Principal Contractors that did incur additional costs) was around £23,400

Duty holder	Additional costs of implementing CDM 2007 on a project
Contractor	<ul style="list-style-type: none"> • Depending on the duty, around a third to a half of Contractors incurred no additional costs for undertaking their CDM 2007 duties • The median additional cost per duty for the ‘once per project’ duties ranged from zero to £470 • The highest additional cost for the ‘once per project’ duties was incurred in providing information to the Coordinator for the Health and Safety File with a median of £470 and a mean (of those Contractors that incurred costs) of £1,400 • The median additional cost for an overall project was around £11,600, and the mean (of those Clients that did incur additional costs) was around £37,400

Note:

- 1 Grubb’s test was used to identify whether the largest cost in each case was an outlier. Where an outlier was identified, it was removed from the data set.
- 2 The median is the numeric value separating the higher half of a sample from the lower half, such that there are the same number of costs lower than the median as there are costs that are higher than the median. The median is used as there are several zero cost items for each duty, and the median is not unduly skewed by outlier data.
- 3 For those duty holders where the implementation costs were not zero, the mean of the non-zero costs was calculated.

12. APPENDIX 1 – DATA ON THE CHANGES IN ATTITUDES BETWEEN CDM 1994 AND CDM 2007

Large-scale baseline and follow-up surveys were undertaken in 2006 and 2010 respectively. Respondents were presented with the same series of statements in both surveys, and asked the extent to which they agreed with those statements. These answers allow us to establish the extent to which the level of agreement has changed between the baseline survey in 2006 (focussed on CDM 1994) and the follow-up survey in 2010 (focussed on CDM 2007). In the baseline survey, 565 responses were received, whilst 377 were received in the follow-up survey.

Analyses have been undertaken to:

- Compare the level of mean level of agreement recorded in relation to CDM 1994 and CDM 2007
- Calculate the level of statistical significance for any differences that have been observed

The results of these analyses are presented in Table 7 to Table 15. In calculating the mean level of agreement in these tables, we have assigned the following values to each respondent's level of agreement: 'Strongly agree' = 5; 'Agree' = 4; 'Neutral' = 3; 'Disagree' = 2; and 'Strongly disagree' = 1.

Significance levels of 5% or less are assumed to indicate that there is a significant difference between two sets of data using the Mann-Whitney test. For example, if the mean level of agreement in relation to CDM 2007 was higher than that for CDM 1994, and the level of statistical significance was 3.1%, then we could assume that the difference between the respondents was significant. The notation used in Table 7 to Table 15 is given in Table 6.

Table 6 Notation used for illustrating the change in level of agreement with statement for CDM 2007 in comparison to CDM 1994

<i>Symbol</i>	<i>Change in level of agreement with statement for CDM 2007 in comparison to CDM 1994</i>	<i>Is the change statistically significant at the 5% level?</i>
	Increase	Yes
	Increase	No
	No change	No
	Decrease	No
	Decrease	Yes

It should be noted that there are no data for Coordinators' level of agreement in relation to CDM 1994, as the Coordinator role did not exist in CDM 1994.

Table 7 About the Project's Client

<i>Statement</i>		<i>All Duty Holders</i>	<i>Clients</i>	<i>Designers</i>	<i>Principal Contractors</i>	<i>Contractors</i>
11.1	The Client made a clear statement on their commitment to health and safety	↑	↑	↑	↑	↑
11.2	The Client thoroughly assessed the competence of those organisations they appointed to work on the project	↑	↑	↑	↑	↑
11.3	The Client thoroughly checked that those they appointed would provide adequate resources (e.g. people, sufficient technical facilities/plant, etc.)	↑	↑	↑	↑	↑
11.4	The Client allowed sufficient time for mobilising before work had to start on site	↑	↑	↑	↑	↑
11.5	The Client allowed sufficient time for completing the project	↑	↑	↑	↑	↑

Table 8 About the organisation that gave my organisation the work

<i>Statement</i>		<i>All Duty Holders</i>	<i>Clients</i>	<i>Designers</i>	<i>Principal Contractors</i>	<i>Contractors</i>
12.1	They made a clear statement on their commitment to health and safety	↑	↑	↑	↑	↑
12.2	They made a good job of assessing the competence of my organisation	↑	↑	↑	↑	↑
12.3	They made a good job of checking that my organisation would provide adequate resources	↑	↑	↑	↑	↑
12.4	They allowed sufficient time for mobilising before we had to start on site	↑	↑	↑	↑	↑
12.5	They allowed sufficient time for completing our work on the project	↑	↑	↑	↑	↑

Table 9 About the design

<i>Statement</i>	<i>All Duty Holders</i>	<i>Clients</i>	<i>Designers</i>	<i>Principal Contractors</i>	<i>Contractors</i>
13.1 Safety hazards from falls had been reduced by good design (e.g. changed processes, off-site prefabrication, permanent access capable of use during construction, etc.)					
13.2 Health hazards from substances had been reduced by good design and specification (e.g. solvent paints, adhesives, etc.)					
13.3 Hazards from noise and vibration had been reduced by good design and specification (e.g. changed processes, off-site prefabrication, etc.)					
13.4 Hazards from manual handling had been reduced by good design and specification (e.g. no heavy blocks, off-site prefabrication, etc.)					
13.5 Designing for off-site prefabrication had substantially reduced the number of people at risk from working on the site					

Table 10 On-site construction

<i>Statement</i>		<i>All Duty Holders</i>	<i>Clients</i>	<i>Designers</i>	<i>Principal Contractors</i>	<i>Contractors</i>
14.1	The site management team was strongly committed to achieving high health and safety standards	↑	↑	↑	↑	↑
14.4	There was a high standard of safe access and safe workplaces (e.g. high quality scaffolding, MEWPs, etc.)	↑	↑	↓	↑	↑
14.5	There was a high standard of mechanised materials handling (e.g. mechanical lifting devices for workers)	↑	↑	↓	↑	↑
14.6	There were high standards of tidiness in access ways and workplaces	↑	↑	↓	↑	↑
14.7	Eye protection was mandatory for all workers	↑	↑	↓	↑	↑
14.8	Protective gloves were mandatory for all workers	↑	↑	↓	↑	↑

Table 11 Commitment to site workers

<i>Statement</i>		<i>All Duty Holders</i>	<i>Clients</i>	<i>Designers</i>	<i>Principal Contractors</i>	<i>Contractors</i>
15.1	There were pre-start occupational health checks	↑	↑	↑	↑	↑
15.2	All workers were required to have cards such as CSCS or CCNSG	↑	↑	↑	↑	↑
15.3	There was a comprehensive induction process for all workers	↑	↑	↑	↑	↑
15.4	There were effective means for consulting workers to obtain their views on health and safety	↑	↑	↑	↑	↑
15.5	There was a 'near-miss' reporting system	↑	↑	↑	↑	↑
15.6	There were knowledge/skills training (e.g. toolbox talks)	↑	↑	↑	↑	↑
15.13	There was high quality site welfare provision	↑	↑	↑	↑	↑
15.14	There was an occupational health service for site workers	↑	↓	↓	↑	↑

Table 12 Q17 During subsequent use

<i>Statement</i>		<i>All Duty Holders</i>	<i>Clients</i>	<i>Designers</i>	<i>Principal Contractors</i>	<i>Contractors</i>
17.1	The building, etc, had clearly been designed and constructed for safety during on-going maintenance	↑	↑	↓	↑	↑
17.2	The building, etc, had clearly been designed and constructed for safety during use by those that were to occupy it	↑	↓	↑	↑	↑

Table 13 The effects of CDM 2007

<i>Statement</i>		<i>All Duty Holders</i>	<i>Clients</i>	<i>Designers</i>	<i>Principal Contractors</i>	<i>Contractors</i>
20.1	CDM has helped bring about integrated teams	↑	↑	↑	↑	↑
20.2	CDM has helped bring about better communications and information flow between project team members	↑	↑	↑	↑	↑
20.3	As a result of better management processes introduced as a result of CDM 2007 our costs are lower	↓	↓	↓	↑	→
20.6	CDM has helped reduce safety risks	↑	↑	↑	↑	↑
20.7	CDM has helped reduce ill-health risks	↑	↑	↑	↑	↑
20.8	CDM has helped in improving site welfare facilities	↑	↑	↑	↑	↑
20.9	CDM has helped increase on-site worker training and competence	↑	↓	↑	↑	↑
20.10	CDM has helped in making it easier to attract and retain workers.	↑	↓	↓	↑	↑
20.11	CDM has helped in reducing worker absence due to injury and sickness.	↑	↓	→	↑	↑
20.12	CDM has led to completed buildings, etc that are more cost-effective to use and maintain	↑	↓	↓	↑	↓

Table 14 My organisation's approach to health and safety has been influenced by

<i>Statement</i>		<i>All Duty Holders</i>	<i>Clients</i>	<i>Designers</i>	<i>Principal Contractors</i>	<i>Contractors</i>
23.1	The CDM 2007 Regulations	↑	↑	↑	↑	↑
23.2	The general duties in the Health and Safety at Work Act	↑	↑	↑	↑	↑
23.3	The Management of Health and Safety at Work Regulations	↑	↑	↑	↑	↑
23.4	Specific health and safety regulations that apply to construction work	↑	↑	↑	↑	↑
23.5	Other health and safety regulations (e.g. Asbestos, Noise, Manual Handling, Work at Height Regulations, LOLER (lifting operations))	↑	↑	↑	↑	↑
23.6	Other criminal legislation	↑	↑	↑	↑	↑
23.7	HSE construction initiatives	↑	↑	↑	↑	↑
23.8	Construction Industry/sector initiatives (e.g. The Strategic Forum for Construction, Constructing Excellence, trade associations, professional bodies etc)	↑	↑	↑	↑	↑
23.9	Pressures from those who award us our work or who provide our funding	↑	↓	↑	↑	↑
23.10	A high level of commitment to health and safety in our organisation	↑	↑	↑	↑	↑
23.11	The need to protect our corporate name and reputation, and avoid bad publicity	↑	↑	↑	↑	↑
23.12	A fear of enforcement	↑	↑	↑	↑	↑

Table 15 Your views on the CDM 2007 regulations

<i>Statement</i>		<i>All Duty Holders</i>	<i>Clients</i>	<i>Designers</i>	<i>Principal Contractors</i>	<i>Contractors</i>
24.1	Overall, CDM is clear in what it requires	↑	↑	↑	↑	↑
24.3	CDM can be used with the types of contracts in use in the industry	↑	↑	↑	↑	↑
24.4	CDM assists in minimising bureaucracy	↑	↑	↑	↑	↑
24.5	CDM assists in managing health and safety	↑	↑	↑	↑	↑
24.6	CDM is helpful when assessing the competence of duty holders	↑	↑	↑	↑	↑
24.7	CDM is helpful in encouraging co-ordination and co-operation between duty holders	↑	↑	↑	↑	↑

Evaluation of the Construction (Design and Management) Regulations 2007

Part 1 Main report

In September 2003, the Health and Safety Commission took the decision to revise the existing Construction (Design and Management) Regulations (CDM 1994) with the objective of improving the management of risk. Consequently, CDM 2007 came into force on 6 April 2007.

It was agreed to evaluate CDM 2007, following a period of operation, in order to answer two key questions:

- To what extent has CDM 2007 met the stated objectives for these Regulations?
- What are the cost implications for the construction industry of CDM 2007?

The evaluation approach was piloted and reported on in RR845 before undertaking the main phase of evaluation work, which is reported here. Quantitative and qualitative data was obtained using a variety of techniques from a number of sources across the construction industry.

Publication of the report also meets one of the recommendations in the Lofstedt report, namely that CDM 2007 and the associated ACoP evaluation should be completed by April 2012 to ensure there is a clearer expression of duties, a reduction of bureaucracy and appropriate guidance for small projects.

The results of the evaluation show that:

- CDM 2007 has gone a long way to meeting its objectives, but some concerns remain within the industry;
- construction design, management and site practices have improved between 2006 and 2010;
- a cost impact was associated with CDM 2007, but respondents rated the benefits obtained higher than costs; and
- industry practice was found to have a significant influence on how CDM 2007 is implemented.

The evidence provided will support policy development in this area. HSE will address the CDM package as a whole and consult on any changes once the HSE Board has considered them.

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