



Forestry Commission

The Safe Conduct Of FC Contracts

April 2014

Final Draft



1 Introduction

Whenever the FC lets a contract for work **the safety of people and the environment** is paramount. The FC therefore needs to be assured that all the work carried out on its land fulfils the duty of care it has to keep people and the environment safe from harm. We do this by making sure that the responsibilities of the parties involved in the contract are clear before the work starts, and that the work is conducted in a safe and workman like manner that protects people and the environment as the work takes place.

Where the FC commissions work directly, it will be responsible for making sure that safe working methods and good practice are employed at all times. In some contracts such as Civil Engineering and timber sales, the other 'party' or the contractor will be responsible for the Health and Safety aspects of the work. Even so the FC still has to meet every landowner's responsibility for health and safety, known as a general Duty of Care.

This Guide explains how the FC aims to make sure that contractual responsibilities are clear and the work is conducted safely. It also explains how the FC wants to work with contractors to ensure that the work goes well and finishes on time, whilst also meeting all the safety requirements and fulfilling the duty of care to everyone using the forests.

This is not a new set of rules or new constraints. There is very little in any of this that should not already be happening - but experience shows that it is not always done well enough - and it has not prevented some tragic accidents.

This guide has two main sections. The first outlines how the FC will manage the pre-start checks and pre-commencement meeting. The second outlines how the FC will manage safety issues when a contract is running.

1.1 Learning together

In introducing these changes the FC recognises that safety will not necessarily improve unless everyone plays their part. Contracts bring together two or more parties for mutual benefits and the combined knowledge and skills of the parties is what makes them work. When things don't go right, especially around safety, it is important for all involved that the issue is just sorted out quickly and properly so that the contract can continue.

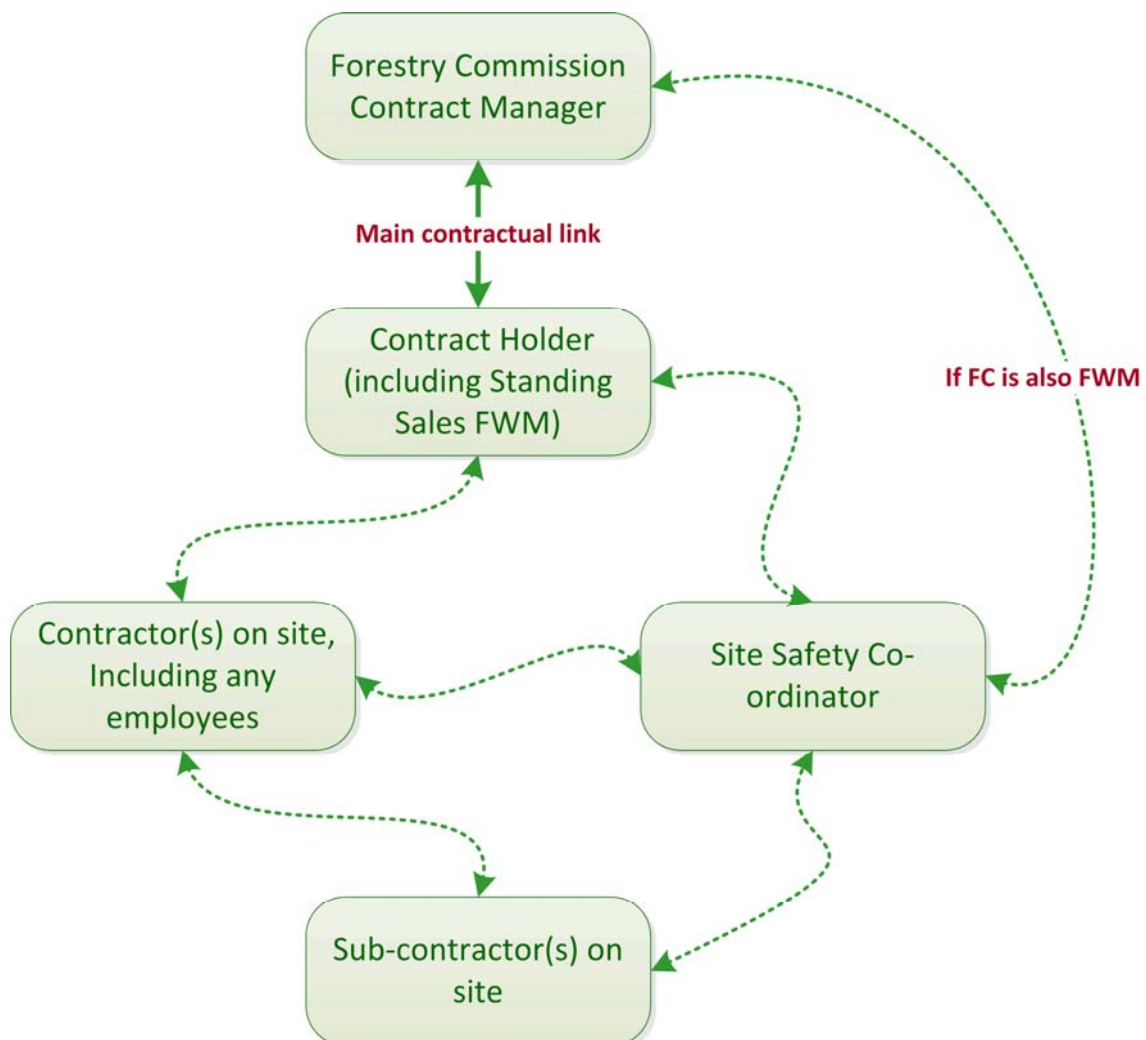
The FC intends these developments to become the day-to-day basis for communicating clearly, responding consistently, and above all, learning together so that all parties can get better and work safer. Those who are willing to accept feedback and learn from mistakes, and can see this development from that perspective (and this includes FC staff members too) will benefit greatly. Senior FC staff will also have a role in reviewing any concerns raised to ensure these developments are being applied consistently and fairly.

1.2 Roles in Contracts

As background to how FC manages contracts, it is worth re-stating the various roles involved, as this relates to the responsibilities people have within an FC contract.

The various roles are important as they clarify who has responsibility for the safety of people and the environment. Some contracts will have different people doing each role but it is also common in smaller contracts for individuals to have several of the roles. **However the roles are allocated, the responsibilities of each role all need to be met.**

This diagram shows how the different roles are related in FC contracts. The next page gives more detail on responsibilities



1.2.1 Roles and Responsibilities in FC contracts

<p>Landowner</p>	<p>FC as landowner is in control of the land on which the work takes place. The FC has a duty of care to make sure that the safety of those visiting and working on FC land is considered, and that the work does not harm the environment. The landowner should intervene if safety appears to be compromised, whoever is doing the work.</p> <p>The FC Contract Manager performs this role, ensuring that the Landowners responsibilities and duty of care are met, that the contract is properly made and clearly understood, and that the work is properly completed and paid for.</p>
<p>Forest Works Manager (FWM)</p>	<p>The person who commissions the work. The FWM is responsible for the site and the safe and timely conduct of the work. Every contract should have a person clearly nominated to this role and responsibilities.</p> <p>In Direct Contracts this will be an FC staff member, probably the same person who is the Contract Manager. In other contracts it can be the contracted party, or they may nominate one of their employees or other representative to carry out the FWM role. In some engineering or complex service contracts this role might be called "Principal Contractor". Buyers of logs at roadside will nominate an FWM for the haulage they commission.</p>
<p>Contractor's Site safety coordinator</p>	<p>The nominated contact person for safety issues if the FWM is not on site (this person may have some delegated authority but does not assume the FWMs responsibilities)</p>
<p>Contractor</p>	<p>The provider of a service. They may be employed by another person or company who is the Contract Holder. The Contractor is responsible for the professional conduct of the work they are paid to do, meeting the specification of the contract and for adhering to the agreed safety controls and working methods.</p>
<p>Sub-contractor</p>	<p>Anyone engaged by a contractor other than a direct employee (e.g. waste removal, crane hire, scaffolders, hauliers)</p>

2 Pre-Commencement process

2.1 Background

As landowner, the FC has a duty to prevent any work starting if the safety aspects are not clearly understood by all involved. All FC contracts must therefore have a pre-commencement process completed before work starts. For larger or riskier jobs, a lot of information and discussion may be required. For smaller one-off jobs much less may be required. The tendering process or contract body generally specifies what is expected

The FC uses this process to satisfy itself that the people doing the work are competent and qualified and that the FWM has considered the risks to people and to the environment that may arise from all aspects of the work, and has planned the work, the safety controls, and the working methods to deal with those risks.

The Pre-Commencement process concludes with a meeting of some sort to agree site-specific or final details. This meeting is always required for every contract. In most cases the meeting must take place on the work site(s) to ensure site issues are seen and discussed. For smaller one-off jobs, whilst a site meeting is preferred, an office meeting or even a phone conversation may be all that is necessary. It is a fundamental point that the contract cannot start until this meeting is fully concluded to the FC's satisfaction, and approval to start will not be given until that is the case.

Experience has shown that the documentary information and evidence tends to be presented to the FC at, just before, or often after, the Pre-Commencement Meeting. When the contract is for complex, long-term, large-scale, or riskier work, this makes it difficult to be sure that everything is in order at the same time as dealing with site specific issues comprehensively.

2.2 Changes

For those unfamiliar with our Pre-Commencement process it is a series of checks, discussions, and sharing of information that must take place before work starts.

The content and scope of the pre-commencement checks have not changed. The change is that the documentary checks and proofs have been clearly separated from the meeting aspect and have to be completed before the meeting can go ahead.

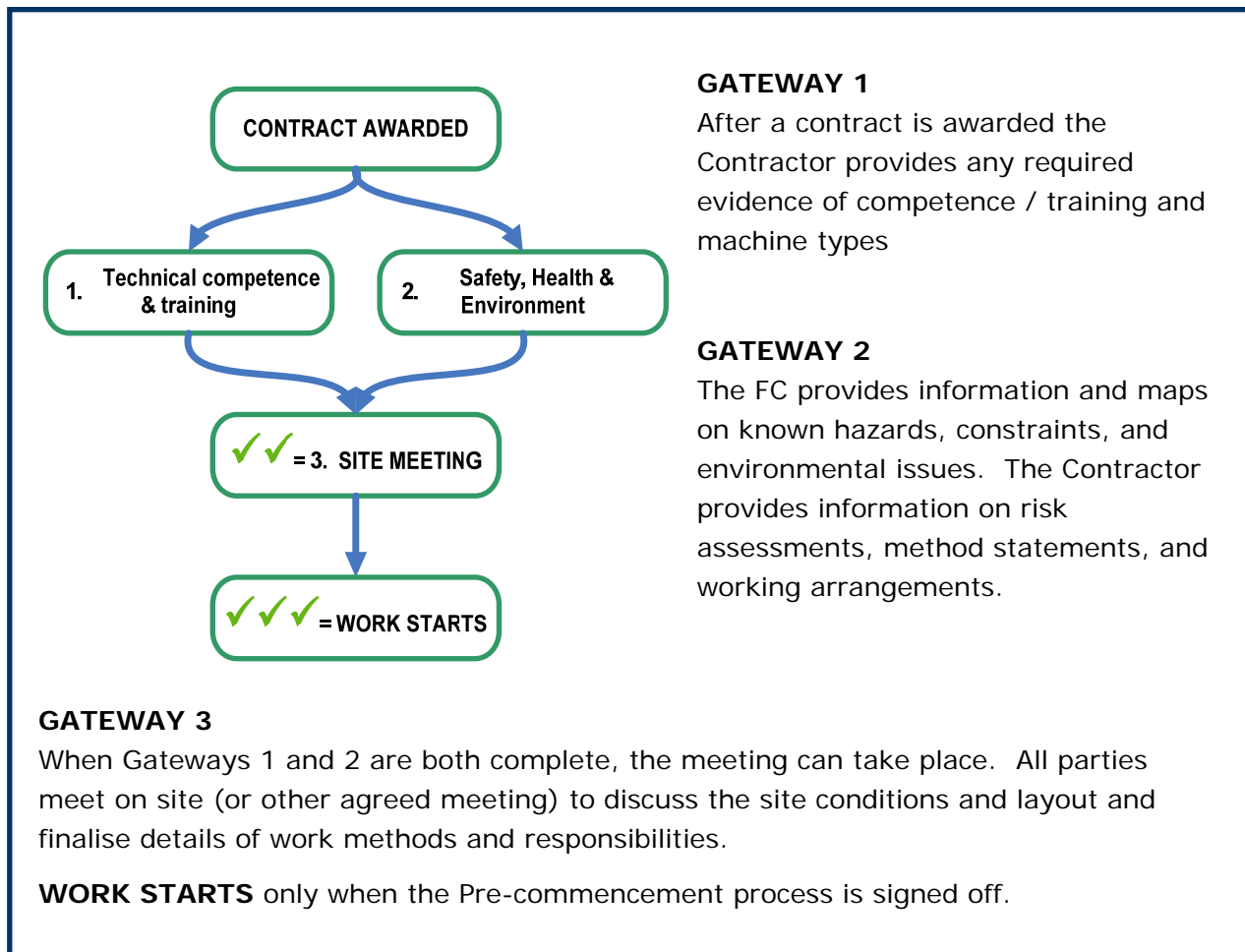
This ensures that important checks and information are not overlooked or forgotten before work starts and the meeting can focus entirely on how the work will be conducted in a safe manner. This is a very important aspect of the FC's need to fulfill its duty of care as a landowner.

The new proposals allow for greater use of e-mail and electronic documents to help speed up the process too.

2.3 Gateways

The process now has a structure that has three 'gateways' that must be passed before work can start. Gateways 1 and 2 can be completed together to save time, but these must be finished before Gateway Three can be started.

The following diagram illustrates the process...



2.4 How it works

It's all about communicating quickly and clearly. When a contract for services is awarded the FC will expect to discuss start dates with the contractor initially and will request the information required to pass Gateways 1 and 2. In the case of a timber sale we will discuss this with the purchaser's Forestry Works Manager.

The FC has made Adobe (PDF) forms available which can be emailed and filled in on any computer with the free Adobe Reader installed, or filled in by hand. 'Cut-and-paste' can be used, or documents can be copied and edited to speed this up for those who have regular contracts with the FC. These forms will be used to request and share information by email wherever possible. This speeds up the checking process as it can be done as and when it is convenient.

The forms cover most common types of contract for services and sales so although they are a few pages long, each contract will only need the information necessary to it. Simple service contracts and many recreation works will not require a lot of the information the form can collect; forest management and harvesting contracts will need much more. No contract should need more than is currently required.

The FC will use the forms to communicate and manage the whole process and check that all the information has been supplied and received. It is important to plan for the start of the work so that the process can be completed before the contractor wants to start. Contractors who just turn up without such pre-planning or notice will not be able to start work immediately.

The final meeting will record any outstanding actions / information needed, and in most cases the work may be allowed to start immediately following the meeting. If the Risk Assessments or Working Methods have not been fully agreed and signed off however, work simply cannot start.

2.5 Helping each other

The FC needs to implement this to fulfill our duty of care to those who visit and work on our land. Unlike many other landowners the FC has public access to accommodate and it actively manages its land for many overlapping uses so the FC must do all we can to keep people and the environment safe.

The FC recognizes that it needs to work with contractors and timber buyers to make sure what happens on public forest land meets this duty of care, so FC staff will help you to use this pre-commencement process and will guide you on what we need to complete the Gateways. However, FC staff are not responsible for providing the information you need to pass the Gateways – you are.

It will be important therefore for FWMs and/or Contractors to plan ahead and provide all the information and documents that the FC will need to see, at least a couple of weeks before the work is planned to start. Completing the pre-commencement process quickly will not be an issue if all goes smoothly, but 'rushing' through it at the last minute will no longer be possible.

3 Managing Safety in Contracts

3.1 Background

The FC mainly uses and manages two kinds of contract – those where it manages the contractor directly and those where responsibility for the work sits with a third party to manage.

For the first type, usually called Direct Contracts the FC is the Forest Works Manager (FWM). The FC member of staff managing the contract is responsible for the conduct of the work as if it were being done by an FC employee. The Contractor supplies the resource of skills, specialist equipment, materials etc that the FC does not have available in-house and is directed by the FC staff. This applies to other agreements like permissions and volunteer arrangements too.

For the second type, which largely includes standing sales of timber, engineering works, and some large recreation projects and events, the FC member of staff managing the contract is not directly responsible for the conduct of the work. This is generally the responsibility of a third party as set out in the contract terms. Examples are a standing sales merchant, principal contractor or event planner for instance. In these contracts the third party nominates the FWM (or other named role) to supervise the conduct of the work on their behalf. The FWM directs the work and the resources to get the job done.

Experience has shown that over time, understanding of these differences has reduced and as a consequence, uncertainty over the responsibilities for safety has increased and the clarity of the contractual arrangement has also suffered. It is very important to the FC's overall duty of care that this clarity is brought back so that all FC staff and other parties are clear of their responsibilities in any particular contract.

3.2 Changes

The changes to how the FC will manage contracts only relate to issues affecting the safety of people and the environment while the contract is running. Other contractual issues like specifications, timing, costs, payments etc will be managed through normal discussion and agreement.

FC staff have an obligation (as the landowner) to intervene in any activity they see going on where they believe the safety of people or the environment is being, or is likely to be, compromised. All FC staff have this obligation whether or not they are involved in managing the contract in question and the changes introduce a process for staff to make this intervention consistently and fairly.

The process uses a Red / Amber / Green (RAG) system of classifying the observed work and sets out a process to manage the situation. FC staff will not be inspecting work that they are not responsible for, nor will they be going out of their way to find fault, but the duty of care means that FC staff will not walk past something they see happening, or learn about later, which appears to put

the safety of people or the environment at risk. FC staff will be required to intervene until they are happy that work is being conducted as agreed.

Occasionally FC staff may intervene because they are unfamiliar with the relevant FISA guides or work method they see, and in fact nothing is actually wrong. It is important that contractors understand why the FC staff member may have had a concern and take a few minutes to explain the situation. Everyone needs to learn.

3.3 RAG system

Some illustrative examples are shown in the Appendix.

3.3.1 GREEN Condition

If nothing is observed or reported to suggest that unsafe or environmentally damaging practices are taking place then the contract is in a GREEN Condition for safety, health and the environment. This does not necessarily mean that everything is perfect – just that the FC has not become aware of anything wrong. The FC wants its contractors to be proactive and look for safety issues and put things right themselves first. Green conditions will be noted to develop the Contractor's record with us.

3.3.2 AMBER Condition

Unsafe acts or conditions that are potentially life-threatening, not meeting an industry safety standard or potentially damaging to the environment, put the contract in an **AMBER Condition**.

An Amber condition occurs when one or more safety controls have not worked and things are only a step or two away from an incident. Very often they may be linked to an Unsafe Condition i.e. something that is not right or not in place and the 'chain of events' has progressed but as yet the last link has not been reached. Examples include incomplete signage around work sites, damaged hydraulic hoses, PPE missing, or strimmers with the wrong blade on. Often an Amber condition may exist for a while unnoticed but the risks of an incident or a Red condition happening get higher and higher as time passes.

Where FC staff see a potential Amber condition they will talk to the people on site and expect them or the FWM to correct the situation immediately and take steps to ensure it does not recur. If the situation can't be corrected straight away, or if the situation recurs then the FC will pause the work involved until they are happy the issue had been properly addressed.

If a contract gets three AMBER conditions during its period (or in any continuous 12 month period for long term or multi-year contracts) then the third instance is escalated to a RED condition. This is because continuing issues may be a warning that something more serious is wrong and it needs to be looked into.

An outline of the process for dealing with an Amber condition is on the next page. A lot of the process can be done very quickly and followed up later, provided everyone involved deals with it professionally.

AMBER Condition observed or reported
The third Amber Condition in any contract or 12 month period triggers a RED Condition

FC staff will speak to those on site and if the issue can't be corrected immediately or is a recurring one, puts the work on pause.

FC staff will email the Forest Works Manager (FWM) to confirm why work has been put on pause.

FC Staff will normally seek to quickly agree that the work can continue on a conditional basis.
An acceptable 'condition' is where the the immediate issue is resolved e.g. 'You can carry on this work once you get a dust mask / replace the cable / mend the guard' etc.

The FWM has 1 week to set out how the situation occurred and show that the issue has been resolved and the site safety controls are being operated - otherwise the work affected will be paused until the report is received.

- > **People Issue** – FWM to show how the competence of the person was previously assessed. Includes job description/role on site, relevant risk assessments, certification, training, recent FISA checklists, site induction process, PPE provided and available. Missing elements may indicate a deeper issue and potentially a Red condition.
- > **Machine/tool Issue** – FWM must show how the machine/tool has been assessed as meeting safety standards. Includes evidence of recent FISA checks, maintenance, daily checks and site diaries.
- > **Working Method Issue** – FWM must show how the site plan is being monitored and controlled and how the observed working method has been assessed as safe and environmentally sound. Includes reviewing risk assessments, site diaries, constraint details and evidence of daily site meetings, reviews of site conditions and communications.

Where recent evidence of supervision or monitoring cannot be shown then the FWM must propose changes (and short timeframe) to correct this.
If the remedy is not in place by the time agreed the work will be paused until it is done.

FC staff will close out the Amber condition in writing and continue to observe the corrective actions and standards as the contract progresses.

3.3.3 RED Condition

Unsafe acts or conditions that are immediately life-threatening or imminently damaging to the environment put the contract in a **RED Condition** for Health and Safety.

A Red condition occurs when the intended safety controls have not worked and only luck or chance is preventing injury, death or damage. Very often they will be linked to an unsafe act i.e. something significant that is done or not done. Consequently the 'chain of events' that leads to an incident is on its last link and if only one thing goes wrong, a major accident or incident will happen. Examples include a cyclist riding under a loading crane or a large re-fuelling tank placed near a water course. Note that serious injuries in forest conditions should always be considered as life-threatening which is partly why first aid courses now include the '+F' requirement.

On a Red condition, the FC Contract Manager will pause that whole aspect of the work until it is reassured that the root causes of the Red condition have been addressed. This may well require a positive change to take place first, such as a different work method, different kit or more training.

If a contract gets three RED conditions during its period (or in any continuous 12 month period for long term or multi-year contracts) then the third instance should trigger a review of the viability of the whole contract. Termination may be considered.

An outline of the process for dealing with a Red condition is on the next page. Again, a lot of the process can be dealt with quite quickly provided everyone treats it as important and deals with it professionally.

3.4 When FC is the FWM

If the FC is commissioning the work on the site and so supervising the work of a contractor, then FC will normally be the Forest Works Manager. The RAG system still applies and FC staff will be expected to apply it for their own or for colleague's contracts too, and then work together with the contractors to resolve the issues observed.

RED Condition observed or reported

The third Red Condition in any contract triggers a review of the whole contract and potential for termination

FC staff immediately puts the work on 'pause' by telling those on site that they must stop work immediately and why.

The pause is applied to all the work affected by the Red condition – e.g. all the vehicle movements, all the working at height, all the chainsaw use, all the swiping...

FC staff will email the Forest Works Manager (FWM) to confirm why work has been put on pause.

FC staff may agree that the work can continue straight away but on a conditional basis.

The only acceptable 'condition' is where the safety issue can be avoided until a full remedy is put in place. For example, 'You can carry on for now if you stay 30m away from the footpath'.

The FWM has 1 week to determine the root causes and set out the remedy they will put in place otherwise the whole contract is to be paused.

The FWM should (in writing)...

- > Describe what happened step by step.
- > Determine the root causes (i.e. why something went wrong)
- > Explain what will be done to stop it happening again, and say when it will be done.

FC staff will review the FWMs report as soon as possible and discuss any further concerns

FC staff will record the incident as a Near Miss in the FC accident system for future reference and brief senior staff as necessary.

FC staff will close out the Red condition in writing and continue to observe the corrective actions and standards as the contract progresses.

4 Introducing the Changes

No-one expects everyone to be an expert overnight. It will take a little time and discussion to get contracts up and running in this new way. FC staff will always help with advice and guidance, and will aim to be very clear about what is needed at each stage. FC staff can also get further support and advice if need be so there should be no reason for 'stalemates', delays or conflicts.

4.1 Gateways for Pre-Commencement

FC staff will start to use the new gateways to manage Pre-start checks following these seminars. They will not be applied retrospectively but will come in at the next opportunity. This will usually be the start of each new contract. The new forms will be used to collect the proofs and information needed to assure the FC as landowner that the work will be conducted in a safe manner.

For multi-annual or multi-stage contracts the new gateways will be introduced as required when the next year or stage is about to be started. The new forms will be used to review the pre-start checks and site issues to assure the FC as landowner that the work will continue to be conducted in a safe manner.

4.2 RAG system for Safety in Contracts

FC staff will start to apply the RAG process to all new start contracts and existing ones following these seminars. It will however be on a contract by contract basis. Each FC Contract Manager will, over the first few weeks, discuss with contactors and contract holders when it will start for their contract.

Importantly, the FC Contract Manager will also discuss any existing issues that may already be, or could easily create, a Red or Amber condition. The Contract Manager will agree with the contract holder a short period (usually a week) if necessary to put things right without following the full investigation and reporting back that the RAG processes require. After that agreed time the RAG system will be applied in full. Any pre-existing issues that have not been resolved at that time will mean that the FC will need to pause the work and seek immediate action.

Appendix - Examples of RAG conditions (real situations and issues will vary)

This table is not exhaustive. It only aims to illustrate the likely difference between an Amber and a Red condition. Unless FC is the FWM and is directly responsible for the conduct of the contract, FC staff will not directly supervise or inspect contractors or kit. The RAG process is used to assess and respond consistently to what is seen happening on FC land.

ILLUSTRATIVE EXAMPLES	Health, Safety and Environmental Green Condition	Health, Safety or Environmental Amber Condition	Health, Safety or Environmental Red Condition
Description	Nothing suggests that unsafe or environmentally damaging practices are taking place.	Unsafe conditions (or acts) that are potentially life-threatening, not meeting an industry safety standard or potentially damaging to the environment.	Unsafe acts (or conditions) that are immediately life-threatening or imminently damaging to the environment.
Emergency equipment	No reasons to suggest this is not all present and correct.	<ul style="list-style-type: none"> • First aid or pollution kits not on site at times • No emergency procedure for pollution and / or accident • Pollution control kit not replenished after an incident. 	<ul style="list-style-type: none"> • Chainsaw operator without large wound dressing • No first aid kit or no pollution control kit where it is required
PPE	No reasons to suggest this is not all serviceable and in use.	<ul style="list-style-type: none"> • Faded or very dirty hi-viz clothing (not fit for purpose) • Inappropriate footwear or gloves for the work, site or conditions. • Safety helmet out of date. • Not wearing non-snag outer clothing where required 	<ul style="list-style-type: none"> • No safety helmet on operational site or helmet is damaged / unserviceable. • No chainsaw trousers or boots where needed. • No hi-viz clothing when required by RA
Tools and machines	Equipment appears to be in serviceable order and used correctly	<ul style="list-style-type: none"> • Incorrect blades or guards fitted. • Damaged handles or cutting edges. • Damaged power cables or hoses. • Machine operator has no seat belt on. • Machine operator working with doors open. • Chainsaw chain-brake ineffective. • Guarding on excavator inadequate or damaged. 	<ul style="list-style-type: none"> • Operator or mechanic working on harvester with engine running (other than setting or testing hydraulic pressures). • A machine without PTO cover or shield. • Working at height without RA controls in place

ILLUSTRATIVE EXAMPLES	Health, Safety and Environmental Green Condition	Health, Safety or Environmental Amber Condition	Health, Safety or Environmental Red Condition
Chemical use	Appears to be following all industry best practice and RA.	<ul style="list-style-type: none"> • Questionable calibration accuracy. • Washing facilities / eyewash not adequate. • PPE not providing protection required by RA • Container disposal unsatisfactory. 	<ul style="list-style-type: none"> • Operators not wearing chemical PPE. • No washing facilities / eyewash. • Chemical spills not managed. • Breach of Water Guidelines.
Chainsaw work	No reasons to suggest that operators do not follow good practice and meet FISA standards.	<ul style="list-style-type: none"> • Appropriate felling aids not available • Saw left unattended in public area • Hung up trees not dealt with before leaving site • Fuel or oil cans without well fitting caps 	<ul style="list-style-type: none"> • Incorrect felling cuts or techniques. • Working in another feller's or machines risk zone • Working inside a powerline Red zone, or in the Amber zone without proper controls
Road Vehicles	No reasons to suggest that drivers or vehicles do not meet contractual and legal requirements.	<ul style="list-style-type: none"> • Speeding on forest roads • Inconsiderate driving or passing of people and other vehicles • Jumping down from lorry or pick-up beds 	<ul style="list-style-type: none"> • Not using seat belts • Use of clearly unserviceable vehicle (lights, reverse warning, brakes etc) • Carrying people in a manner not designed for the purpose • Failure to secure loads adequately
Certification	No reasons to suggest this is not all present and correct.	<ul style="list-style-type: none"> • Worker on site before the required proof of competence / qualifications for the work has been provided. 	<ul style="list-style-type: none"> • Worker on site does not actually have the required competence / qualifications for the work being done.
Accident / incident reporting	No reasons to suggest that incidents are being hidden or glossed over.	<ul style="list-style-type: none"> • Unreported 'near-miss'. 	<ul style="list-style-type: none"> • Unreported accident.
Water, Soils and Veteran trees	Work appears to be following the relevant guidelines.	<ul style="list-style-type: none"> • Not meeting a specific standard in the guidelines • Not meeting a specific contract requirement in relation to water and soil protection 	<ul style="list-style-type: none"> • Fuel / oils left immediately adjacent to a watercourse. • Washing vehicles or kit in a watercourse or allowing runoff to enter a watercourse • Crossing a designated no access area
Wildlife	Work appears to be following contractual, guideline and legal requirements	<ul style="list-style-type: none"> • Not meeting a specific standard or contract requirement • Hygiene requirements for deer carcass preparation could be improved 	<ul style="list-style-type: none"> • Not meeting a legal requirement • Failure to wear motorcycle helmet when using quad bike • Unsafe high seat in use
Firearms	No reasons to suggest that legal and contractual issues are not being covered.	<ul style="list-style-type: none"> • Firearms licence not up to date 	<ul style="list-style-type: none"> • Failure to secure firearm or ammunition in locked vehicle when left unattended

ILLUSTRATIVE EXAMPLES	Health, Safety and Environmental Green Condition	Health, Safety or Environmental Amber Condition	Health, Safety or Environmental Red Condition
Heavy haulage	No reasons to suggest that drivers or vehicles do not meet industry standards or contractual and legal requirements.	<ul style="list-style-type: none"> • Speeding on forest roads. • Inconsiderate driving or passing of people and other vehicles • Blocking access routes for emergency services • Jumping down from crane or lorry beds • Not using the specified route. 	<ul style="list-style-type: none"> • Tipping without banksman • Driver out of cab within the Risk Zone of other machines or felling operations. • Working close to powerlines in contravention of FISA 804. • Crane not fully stowed before moving. • Failure to secure load before moving.
Waste management	No reasons to suggest that waste management practice is inadequate	<ul style="list-style-type: none"> • Waste and materials stored on site insecurely or without agreement. 	<ul style="list-style-type: none"> • Burning of waste on site. • Littering / scattered waste on site.
Steep ground	Work appears to be following all industry best practice and Risk Assessments.	<ul style="list-style-type: none"> • Use of traction aids is incorrect or not agreed 	<ul style="list-style-type: none"> • Loss of traction is occurring • 'Risk taking' is apparent
Timber stacking	All stacks appear stable and below maximum height	<ul style="list-style-type: none"> • Timber stacks exceed 2m or Risk Assessed maximum height. • Timber stacks not signed adequately 	<ul style="list-style-type: none"> • Timber stacks appear unstable or excessively high.
Additional issue	To be defined at PCM	To be defined at PCM	To be defined at PCM
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