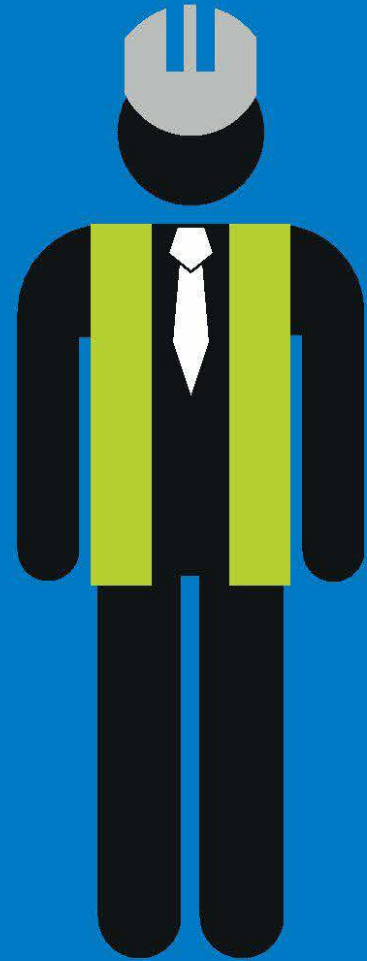


# Clear Bright Line

Roles and responsibilities  
in contract management





# Guidance on the Clear Bright Line and management of contractors

## Scope

This document provides guidance on how to work within NGUK/SHE/02 'Roles and responsibilities in contract management' and in particular how National Grid:

- Applies the 'Clear Bright Line'
- Manages its contracts and contractors
- Interacts with contractor RAMS and working practices.

## Introduction

National Grid engages contractors to undertake works to benefit from their skills, expertise and resources. There is a clear separation between client (National Grid) and contractor duties. This separation is identified as the '**Clear Bright Line**' (CBL). If there is no CBL, over time this may cause role responsibility confusion and could be detrimental to safety and environmental legislative standards.

In accordance with the 'Clear Bright Line', **National Grid should not have to 'over-reach' into performing the contractor's obligations** and indeed over time this is very likely to cause confusion and be detrimental to safety. If events mean that common sense requires National Grid to cross the 'Clear Bright Line', this shall be done knowingly, for good reason, on the basis of a clear understanding between the parties, and followed by steps to re-establish the status quo.

Contractors are responsible for supervising their own work and for ensuring that they work safely. However, you can't just leave them from the start to get on with the job and pay them when they've finished, too much could go wrong in between. National Grid has an ongoing legal obligation to manage the contract and its contractor. You do not need to watch them all the time. You have to weigh up what is reasonable.

The amount of contact with the contractor must be related to the hazards and risks associated with the job. It needs to be decided, agreed, and established at the beginning of the job. Failing to manage the contract and contractor appropriately is to 'under-manage'.

NGUK/SHE/02 'SHE Roles and Responsibilities in Contract Management' is the relevant National Grid document. Two important tools for managing the safety aspects of the contractor's works are:

- **Reviewing RAMS** – Risk Assessment and Method Statements
- Keeping a check on the contractor by undertaking '**Sensible Monitoring**'.



Section:

# 01

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# The 'Clear Bright Line'

1.1 Causes and consequences of: Over-reaching

1.2 Causes and consequences of: Under-managing

1.3 The 'Clear Bright Line' diagram

1.4 National Grid's Clear Bright Line

1.5 The Individual's 'Clear Bright Line'

1.6 What amounts to crossing the 'Clear Bright Line'?

1.7 When should I cross the 'Clear Bright Line'?



# Section 1:

## The 'Clear Bright Line'

The 'Clear Bright Line' is the term National Grid uses to reinforce the concept of a boundary between the roles and responsibilities of various parties. Where there is such an interface, for example between National Grid as a Client and one of its contractors the 'Clear Bright Line' requires:

- both parties to perform their own roles, which in the case of National Grid as a client, includes managing the Contractor
- both parties should act within their role and so not step over the 'Clear Bright Line' into the role of another party (over-reaching). Though there are circumstances when this may be required subject to it being done knowingly, for good reason and is followed by steps to re-establish the status quo.

The 'Clear Bright Line' is not to be backed away from, rather both parties must perform all their responsibilities otherwise there is a risk that issues can arise.

### 1.1 Causes and consequences of: over-reaching

**Causes:** This is commonly due to:

- a desire to improve safety
- a perception of superior technical or safety ability
- a wish to assist in delivery
- a lack of clarity over roles and responsibilities.

**Consequences:** It can have the following consequences:

- negatively impact safety by creating confusion
- blurring the lines of responsibility and accountability
- causes third parties to withdraw/ under-perform their roles and responsibilities
- result in delay and additional cost.

### 1.2 Causes and consequences of: under-managing

**Causes:** This is commonly due to:







- a lack of understanding and/or process for managing contractors
- lack of belief in technical or safety ability compared to contractor
- a wish not to delay delivery by the contractor
- a lack of clarity over roles and responsibilities.

**Consequences:** It can have the following consequences:

- negatively impact safety by allowing for a safety gap
- blurring the lines of responsibility and accountability
- allows third parties to under-perform from their roles and responsibilities
- results in delay and additional cost.



1.3 The ‘Clear Bright Line’ diagram

	National Grid's role	Clear Bright Line	Contractor role	Consequence
Over-reaching				■ Possible confusion ■ Under-performance.
Managing				■ Clarity ■ Performing.
Under-managing				■ Potential safety gap ■ Under-performance.

1.4 National Grid's ‘Clear Bright Line’

- National Grid as an employer, asset owner, operator, and site controller has specific roles to play
- Contractors help National Grid deliver assets and operations safely and efficiently by playing their own role
- National Grid and its contractors strive to work safely together by being clear and accountable for their own roles and responsibilities
- Clarity and co-operation will help us all deliver safety together.

The same clarity must exist when parts of National Grid deal with each other for example Property, Procurement, Pipework Maintenance Centre, Gas Transmission, and Gas Distribution.

1.5 The Individual's ‘Clear Bright Line’

Having clear roles and responsibilities makes any job safer so:

- **understand your role**, in the overall structure for each job in terms of health and safety, engineering and commercial obligations
- **check others** have the same clarity and understanding
- **work closely** with others but remain clear what each is responsible for
- **don't ‘over-reach’** into another's role or responsibilities
- exert **control and co-operate** in equal measure to deliver safety.

If in doubt ask your line manager, clarity does not come from working it out on your own.

1.6 What amounts to crossing the ‘Clear Bright Line’?

To check if something amounts to crossing the ‘Clear Bright Line’, ask yourself “Is this something I am paying the contractor to do?” If either you or the contractors are not clear then you

need to ensure steps are taken to ensure that it is clear. The best place to start will be considering the arrangement that is the boundary e.g. the contract or document derived from it. If the arrangement is not clear steps should be taken to clarify it. Given the above, proper management of the contractor can never amount to crossing the ‘Clear Bright Line’ because proper management is always a client activity. So don't worry about anything that amounts to gaining assurance as to how a contractor is performing what they are contracted to do.

That said, the level of involvement needs to be appropriate to the risk and criticality of the works otherwise it may:

- divert you from other SHE risks that need managing
- become inefficient for both you and the contractor
- defeat the point of getting the contractor to do the work in the first place.

1.7 When should I cross the ‘Clear Bright Line’?

Please see the Sensible Monitoring Ready Reckoner in Section 5. You should only cross the Clear Bright Line, exceptionally and when common sense dictates that it is the only reasonable thing to.

If you do cross the line then it should be done knowingly and followed by action to re-establish the status quo, including a serious discussion with the contractor as to why National Grid felt compelled to undertake a contractor role.

It could be that not crossing the ‘Clear Bright Line’ would slow works down or lead to them being stopped for a period. If this is necessary to put the client/contractor relationship on the correct footing, then it is an impact worth absorbing in the short term for longer term benefits.

Section:

02



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# Contractors and 'Safety from the System'

## Section 2:

# Contractors and 'Safety from the System'

In managing 'safety from the system', you may be required to interface with contractors and their RAMS in one of two scenarios set out below:

### 1. Managing the contractor's safety from the system and/or occupier obligations ONLY

**In this instance**, client's duties to manage the contractor's compliance with general SHE obligations are held by another party. For example Capital Delivery may be the client for the contractor's overall works and managing the contractor in that context.

To do this you will need to understand the contractor's RAMS so you can undertake a 'safety from the system' risk assessment and determine what controls shall be put in place. As your primary focus is about 'safety from the system', you need only review the RAMS in sufficient detail to address this point. Whilst it is very important to do a thorough review, there is a risk that asking for too much detail could lead to the creation of huge RAMS that are unusable by the working party. Whilst the contractor's risk assessment must account for all of the significant risks, the method statement need not detail matters which are covered elsewhere for example in inductions.

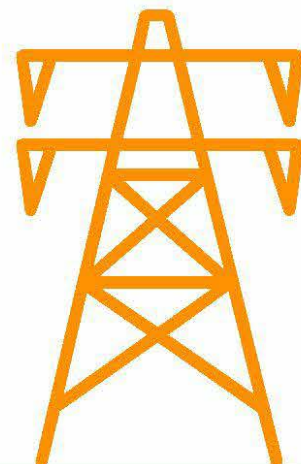
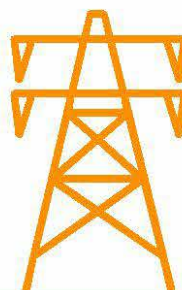
If whilst looking at the RAMS from a 'safety from the system perspective', or the contractor's activities you notice something about the RAMS that causes you concern, use the 'Sensible Monitoring Ready Reckoner' to escalate the issue to the party who is managing the contractor from a client perspective. If you are not sure who this is, you need to find out.

### 2. Managing the contractor's compliance general SHE obligations as a client AND safety from the system

In this case, along with your 'safety from the system' role, you may also be a client on behalf of your directorate for example GTAM or ETAM engaging contractors to undertake minor civil works, or as a client's representative for another part of National Grid, such as National Grid Property (Commercial). In terms of your 'Safety from the System' risk assessment, the issues noted above apply, but additionally, you will need to manage the contractors work and RAMS in line with the rest of this document and so the pre-agreed plan for managing that contractor on that job.

#### Note:

- **Safety from the System** – This is the condition which safeguards persons on or near to equipment (assets) from dangers which are inherent in the system (i.e. the Gas/Electricity network) such as electrocution from the High Voltage Electricity Transmission system or loss of containment from the NGG gas network
- **Contractor's compliance general SHE obligations** – These are all the normal SHE obligations that a contractor would have to meet – for example working at height, DSE, environmental management.





Section:

03



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# Risk assessment and contractors

## 3.1 Overview

## 3.2 What is the process for reviewing contractor RAMS?

## 3.3 Who should create a contractor's RAMS?

## 3.4 Can the contractor use National Grid's templates for their RAMS?

## 3.5 Who should review contractor RAMS?

## 3.6 How should National Grid pass comment on a contractor's risk assessment?

## 3.7 What about for 'Construction' works notifiable under the Construction (Design and Management) Regulations (CDM)?

## Section 3:

# Risk assessment and contractors

### 3.1 Overview

Health and safety law requires parties to take reasonably practicable steps to prevent risk. A party however, is only expected to prevent risk that was foreseeable, that is they should have known about in advance. As you will be aware the tool used to decide what those risks are and what steps are to be taken, is called a 'risk assessment'.

- A risk assessment involves assessing the hazards (things that may cause injury or damage) and how likely they are to occur. Any significant risks need to be mitigated so that the risks are eliminated or reduced as far as is reasonably practicable
- All works shall be covered by a suitable and sufficient risk assessment
- Clients have a responsibility to ensure they inform contractors of known hazards that they may encounter
- Contractors have a responsibility to have their own risk assessment process and actual risk assessment
- National Grid as the contractual client needs to assure itself that what the contractor has in place is suitable and sufficient. This assurance can take two forms (1) review of contractor's process or (2) an actual review of the contractor's risk assessment. The level to which this assurance should be determined is by the level of risk associated with the work and the degree to which the work is a one-off rather than a repeated activity.  
For example:
  - Erecting a fence as a standalone job is likely to require an actual review
  - Erecting a fence as part of a larger CDM project is likely to be covered by assurance of the contractor's risk assessment process.

In all cases, National Grid's review should focus on complex, high risk or non-routine operations. The risk is from doing too little rather than too much, so if in doubt seek advice.

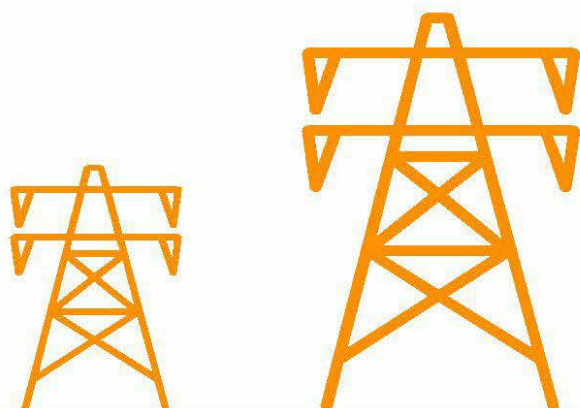
- Risk assessment should be proportionate to the risk. Insignificant risks can usually be ignored, as can risks arising from routine activities associated with life in general, unless the work activity compounds or significantly alters those risks. So general walking, drinking, and eating for example need not be captured on a risk assessment
- Strictly speaking National Grid needs only to review the risk assessment; however as the method statement describes how the work is to be performed it is usually extremely difficult to understand the work and the proposed risk mitigations unless the RAMS are considered as a whole.

### 3.2 What is the process for the client<sup>1</sup> to reviewing contractor RAMS?

The employer / client shall have in place a system to ensure that before work begins a suitable and sufficient risk assessment is in place. This will involve the steps below (Please also see the sections on CDM and generic risk assessment):

- The client scoping out the works the contractor is to do and telling the contractor about any relevant hazards
- The contractor deciding how they are to do the works, which will include developing a RAMS (Risk Assessment and Method Statement)
- The client reviews the contractor's RAMS to check they are 'suitable and sufficient'.

Whilst it is very important to do a thorough review, there is a risk that asking for too much detail in the method statement could lead to the creation of huge RAMS that are unusable by the work party. Whilst the contractor's risk assessment must account for all of the significant risks, the method statement need not detail matters which are covered elsewhere for example in inductions.



<sup>1</sup>Other parties such as the Occupier and the person in charge of providing safety from the system (the Regulatory Duty Holder (RDH)) will at times need to review RAMS and similar principles will apply.



### 3.3 Who should create a contractor's RAMS?

This is the responsibility of the contractor and they shall ensure the person undertaking the risk assessment is competent to do so. The actual risk assessment author shall have:

- a good understanding of the risk assessment process and its purpose
- a sufficient knowledge of the work and the conditions in which it is to be undertaken, so they are able to identify risks and how to mitigate them
- empowerment to identify hazards and specify appropriate controls, even if this has the potential to incur costs or delay works.

The level of competency required will depend on the scale and complexity of the tasks and the level of risks. For certain high risk tasks specific training and experience is likely to be required, such as erection of a scaffold or work on pressure systems.

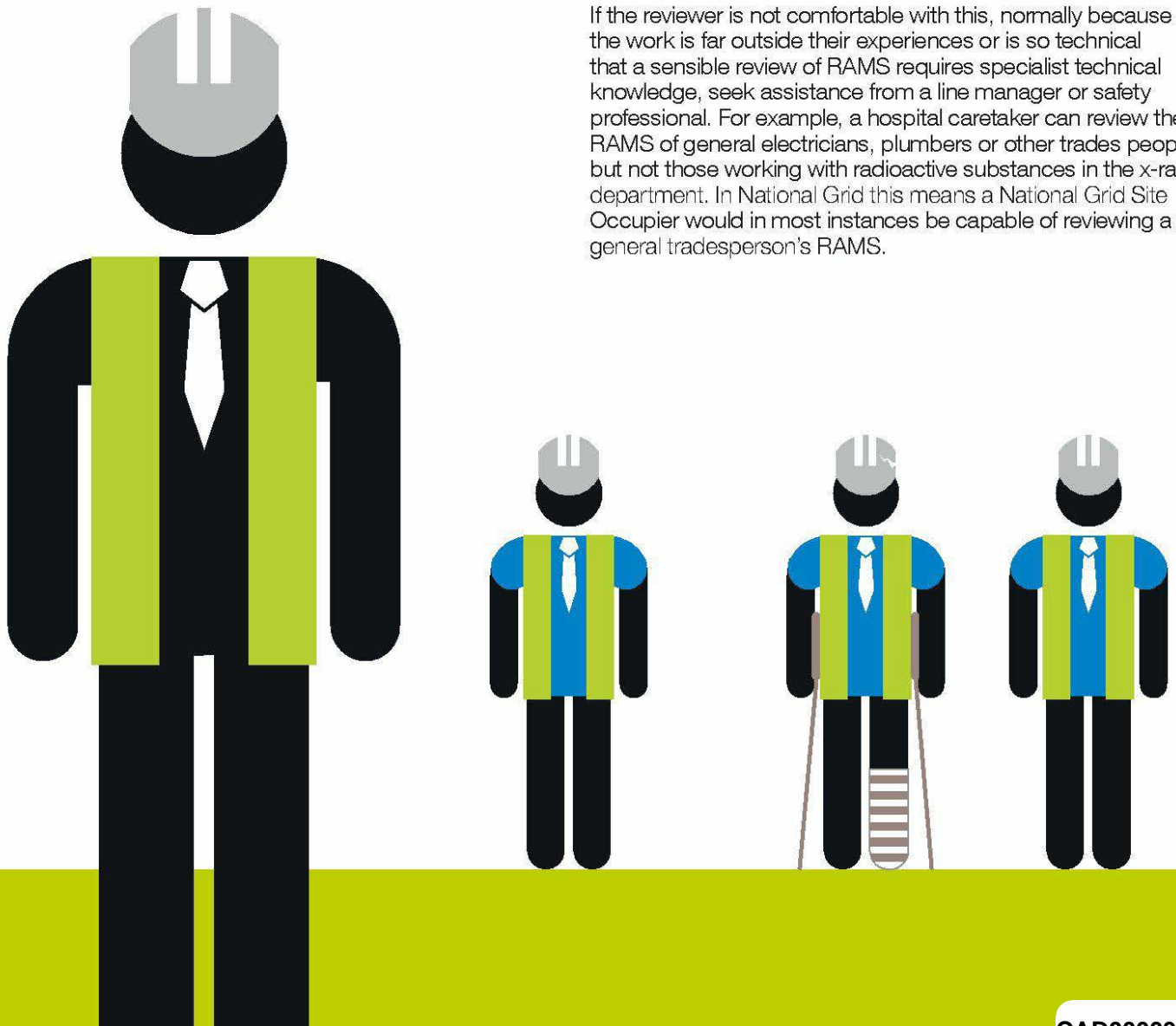
### 3.4 Can the contractor use National Grid's templates for their RAMS?

Contractors sometimes use National Grid templates such as Stop, Take a Minute (STAM) forms as part of their RAMS. It is possible that National Grid has specified the use of its template but this would not normally be the case. If you are unclear why a contractor is using National Grid's documentation don't be afraid to ask. It may suggest the contractor has a lack of documentation or process which would need addressing.

### 3.5 Who should review contractor RAMS?

To be able to review the RAMS, the reviewer does not have to be an expert in the works or their precise technical details, indeed they are not expected to be competent to do the work themselves. The reviewer however needs to have enough general awareness of the site and the works to be able to make a common sense decision as to whether the risk assessment is 'suitable and sufficient' using the criterion in section 2 below.

If the reviewer is not comfortable with this, normally because the work is far outside their experiences or is so technical that a sensible review of RAMS requires specialist technical knowledge, seek assistance from a line manager or safety professional. For example, a hospital caretaker can review the RAMS of general electricians, plumbers or other trades people but not those working with radioactive substances in the x-ray department. In National Grid this means a National Grid Site Occupier would in most instances be capable of reviewing a general tradesperson's RAMS.



## Section 3:

# Risk assessment and contractors

### 3.6 How should National Grid pass comment on a contractor's risk assessment?

Whilst it is very important to do a thorough review, there is a risk that asking for too much detail about the method statement could lead to the creation of huge RAMS that are unusable by the work party. Whilst the contractor's risk assessment must account for all of the significant risks, the method statement need not detail matters which are covered elsewhere for example in inductions.

If the RAMS are suitable and sufficient, then National Grid can accept it and allow the contractor to start work. If it is unsuitable or insufficient then National Grid should not allow the contractor to start work until:

- National Grid has highlighted the concerns and required the contractor to amend the risk assessment.

**Note:** National Grid can point out the hazard that has not been sufficiently mitigated and ask the contractor to further detail how this is to be achieved. National Grid should not tell them how to perform their works. (For example National Grid may tell a welder that the risk of 'sparks' is not identified/suitably mitigated, it is for the contractor to identify how best to mitigate the risk.)

- If, after feedback, the risk assessment author is unable or unwilling to produce a suitable and sufficient risk assessment, this calls into question their overall competency to do the work. Work shall not be allowed to commence until the contracting organisation has resolved the matter. This is also likely to require escalation within National Grid.

**Note:** The contractor may have a different risk assessment methodology or format, or even a different way of describing hazards or mitigations. This does not mean their risk assessment is wrong, as long as it is suitable, sufficient, and clear to all the relevant parties.

**Note:** If other relevant parties particularly subcontractors are involved, they should be suitably involved in the creation of the RAMS.

### 3.7 What about for 'construction' works notifiable under the Construction (Design and Management) Regulations (CDM)?

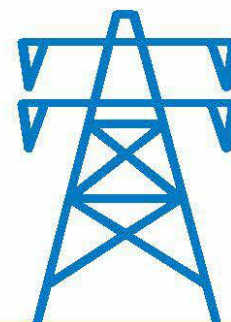
Under CDM the responsibility for managing health and safety in the construction phase of a project is on the principal contractor.

Clients are to ensure that there are reasonable management arrangements in place throughout the project to ensure the work can be carried out without risks to health, safety, environment and welfare so far as is reasonably practicable. This does not mean that the client is to manage the work themselves. Depending on the level of risk these 'arrangements' may include:

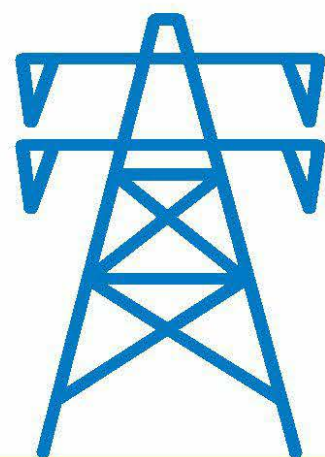
- taking reasonable steps to ensure the principal contractor complies with their duties
- setting expected standards of health and safety, including safe working practices
- the means by which these standards are maintained.

As a result, the client needs to have assurance that that quality RAMS are being produced and adhered to but does not have to review each one itself. Examples of how this assurance may be gained include:

- understanding and seeing examples of the Contractors RAMS process during tendering
- part of the review on the suitability of the Principal Contractor construction phase plan
- engaging a third-party assurance adviser to monitor health and safety standards on site
- being part of 'Sensible Monitoring' (See Section 5).







Section:

04

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# Risk Assessment – the standard to be met and generic risk assessment

4.1 When are RAMS ‘suitable and sufficient’?

4.2 When are RAMS ‘unsuitable and insufficient’?

4.3 What about generic risk assessments?

4.4 What about dynamic and Point of Work risk assessment?

4.5 What about cross-referencing other risk assessments?

## Risk Assessment – the standard to be met and generic risk assessment

### 4.1 When are RAMS 'suitable and sufficient'?

A risk assessment is not about creating huge amounts of paperwork, but rather about identifying sensible measures to control risks. To be suitable it must mitigate the significant risks related to the works that a reasonable person would be expected to know about or discover. To be sufficient a risk assessment shall cover the scope of the works proposed and any hazards that might occur during the works or because of them.

- (a) The risk assessment should identify the risks arising from or in connection with work. The level of detail in a risk assessment should be proportionate to the risk. This and the points below are something you can discuss with the person who has prepared the risk assessment.
- (b) A risk assessment shall:
  - ensure the significant risks and hazards are mitigated to as low as reasonably practicable
  - ensure all aspects of the work activity are reviewed, including routine and non-routine activities
  - take account of the changes that might occur, such as interruptions to the work activity
  - be systematic in identifying hazards and looking at risks, whether one risk assessment covers the whole activity or the assessment is divided up
  - take account of the way in which work is organised
  - consider all those who might be affected by the works, whether they are workers or others such as members of the public.
- (c) Insignificant risks can usually be ignored, as can risks arising from routine activities associated with life in general, unless the work activity compounds or significantly alters those risks.
- (d) The person creating the risk assessment is expected to take reasonable steps to help themselves identify risks, both on site and by looking at appropriate sources of information, such as their company procedures, industry good practice appropriate guidance, or seeking advice from competent sources.
- (e) The risk assessment should include only what the employer could reasonably be expected to know, though they must take reasonable steps to identify risks.
- (f) The risk assessment should identify the period of time for which it is likely to remain valid. This will enable management to recognise when short-term control measures need to be reviewed and modified, and to put in place medium and long-term controls where these are necessary.

- (g) For works like a building site, which have a very broad scope, duration or where things may change fairly frequently, the risk assessment might concentrate more on the broad range of risks that can be foreseen. When less common risks arise, for example when works in a confined space are to be undertaken more detailed consideration will need to be applied at that point, including detailed planning will be need to take account of those risks and enable them to be controlled.
- (h) If at any stage the work or the work environment changes significantly, the risk assessment needs to be revisited before work continues. For example if a piece of equipment fails and unforeseen manual handling is required.
- (i) Large and hazardous sites and activities will require the most developed and sophisticated risk assessments, particularly where there are complex or novel processes. In such circumstances, such techniques as quantified risk assessment may be required, which are likely to form part of specific risk assessments.
- (j) Reasonably practicable actions shall be identified and implemented to control the risks identified. This should be adopted in line with the risk hierarchy commonly referred to as ERIC or ERIC PD, of Eliminating risk, Reducing risk, Isolate risk, Controlling risk, using person Protective equipment and relying on operative Discipline.

### 4.2 When are RAMS 'unsuitable and insufficient'?

The following are circumstances that would indicate that the risk assessment or risk assessment process is unsuitable and insufficient.

- The employer expecting even a trained and experienced employee to generate their own risk assessment, particularly specifying the possible precautions. This is the obligation of the employer and is often covered by a companywide risk assessment. The role of the individual is to identify hazards and confirm the risk assessment does not need amending or further review by the employer
- Failure to take into account potential physical and psychological injuries and human factors actions
- Failure to mitigate against known sources of danger even if the way in which an injury could occur could not be identified in advance.





### 4.3 What about generic risk assessments?

It is permitted to produce a 'generic' ('model') risk assessments reflecting the core hazards and risks associated with frequently undertaken activities. **Generic' risk assessments are however only a starting point and are only suitable and sufficient if they are made:**

- **Task specific** – the risk assessor satisfies themselves that the 'generic' assessment is appropriate to the actual work to be undertaken
- **Site specific** – the risk assessor adapts them in light of the actual site conditions – for example weather, other parties activities, confined work areas, work at height
- **Reviewed in light of any material changes** – for example when the site or task changes or the method statement for a task is altered.

If a risk assessment needs to be altered it is possible that this can be done at site by the author or other suitable person by amending the original document – for example a typed original can have handwritten amendments. It is important to note that this is only possible if procedures do not prohibit it and everyone affected is involved and fully understands any changes.

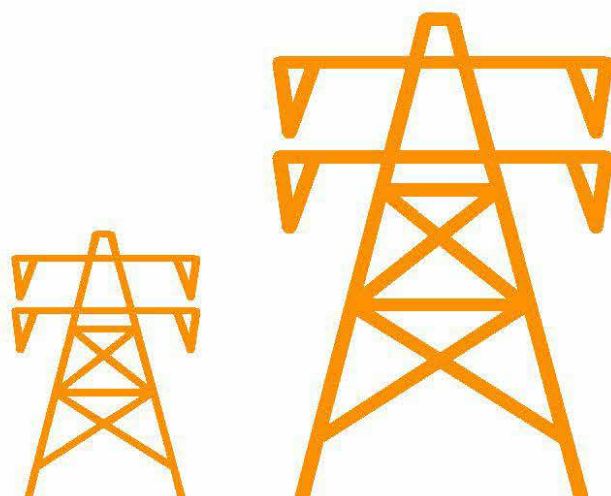
### 4.4 What about dynamic and Point of Work risk assessment?

Dynamic risk assessments are used in emergency circumstances when the speed of the incident does not allow for every change of circumstances to be captured in the written risk assessment. For example a fire fighter would not delay action to update a written risk assessment if they unexpectedly found a person whilst searching a burning building.

The term dynamic risk assessment is however also commonly used to cover the **Point of Work** part of the **Risk Assessment** circumstances when a risk assessment is in existence and needs to be amended at point of work to update it for the presence of a new found hazard or a required change to a working method whilst completing the work/ task. Whilst this is wholly acceptable and indeed core to the risk assessment process it is not truly a dynamic risk assessment, which is much more rarely used.

### 4.5 What about cross-referencing other risk assessments?

This is perfectly acceptable as long as the person at the point of work can easily access any referenced risk assessment and that the whole document does not become too complicated and difficult to understand. For example, if in a construction project there was a hazard related to office working, whilst it would be fine to specify as a control, compliance with a general company risk assessment related to office working, consideration should be given to whether it is suitable for the site and task.



Section:

05

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# Sensible Monitoring and ‘Ready Reckoner’

**5.1 Sensible Monitoring: What? When? How?**

**5.2 What about coaching, advising, mentoring  
or supporting contractors?**

**5.3 Sensible Monitoring Ready Reckoner**



## Section 5:

# Sensible Monitoring and ‘Ready Reckoner’

### 5.1 Sensible Monitoring:

National Grid has to keep a check on its contractor's works and this is done by 'Sensible Monitoring'.

This is critical in managing jobs with contractors. It's about monitoring, checking on what is being done and how and whether the job is going as planned. Changes can be sorted out and agreed if there are problems. Contractors are responsible for supervising their own work and for ensuring that they work safely. However in **managing contractors you have to decide what level of sensible monitoring is reasonable**. It will involve the following steps:

**What?** From the outset, there needs to be a plan for doing the works safely against which you can develop a plan to sensibly monitor the contractor. Consider if a Permit to Work is required for more hazardous activities, which are likely to include closer supervision. Sensible monitoring may include:

- site visits including audits and compliance checks
- reviews of the contractor's safety management system including their sensible monitoring arrangements, auditing and reporting
- competency checks
- desktops reviews.

**When?** The level of sensible monitoring needs to be decided and agreed at the beginning of the job (though it can be changed later). The actual monitoring will be for the duration of the works. You may need to check more often at the beginning of the job until you are satisfied of the contractor's standards. The start and finish of the day are a good opportunity to go through the job and review progress though there should also be unannounced visits looking out for safe working practices.

**How?** Make sure the contractual and safety arrangements put in place with the contractor are being met in the way you would expect them to be. Don't just have a quick look and say something vague like: "How are things going?... OK... fine. Carry on..." Check to see that the contractors are doing the job in the way you agreed. To do this you need to have an appropriate understanding of the contractual and safety arrangements that are in place. The contractor conducting the work should know who has employed them and on what basis. It's your job to understand how your role relates to the other roles as part of the delivery of NG SHE policies. If in doubt, speak with your line manager and refer to NGUK/ SHE/02 'SHE Roles and Responsibilities in Contract Management' is the relevant National Grid document.





## 5.2 What about coaching, advising, mentoring, or supporting contractors?

The contractor's operatives and sub-contractors working on behalf of National Grid should be competent and working under the contractor's Safety Management System (SMS). This is the contractor's responsibility and National Grid should make sure this is the case. As a result, we should not find ourselves needing to coach, advise or mentor contractor operatives. If you are concerned about a contractor's operative then you should raise this with the contractor and get them to put it right. If the concerns are very serious this may mean YOU stopping the job until the contractor has the issue under control.

If National Grid gets involved in **coaching, advising, or mentoring a contractor's operatives, it would be over-reaching into preforming the contractor's role and so crossing the 'Clear Bright Line'**. There might be rare occasions when circumstances mean this is the only sensible option but it should not be business as usual.

National Grid should support its contractors in their performance of their obligations. The 'Clear Bright Line' is not a trench between opposing sides, it is a boundary to define clear roles and responsibilities so we can support each other. If a contractor is experiencing issues we want to encourage reporting and an open debate so both National Grid and the contractor can find the best solution without blurring each other's roles and responsibilities. For example, National Grid needs to accommodate reasonable requests, where the contractor is saying they cannot deliver safely to a given timescale.

In supporting its contractors, National Grid also seeks to share best practice and learning on how to address common issues. This however should not stray into stepping into the contractor's role and making their decisions for them. Contractors have to make their own decisions and manage their own operatives within the standards and scope of works National Grid has set.

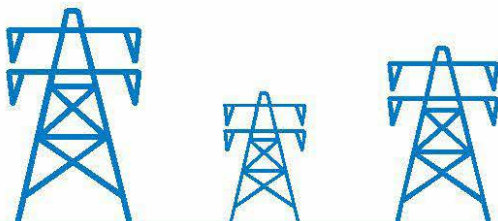


# Section 5:

## Sensible Monitoring and ‘Ready Reckoner’

### 5.3 Sensible Monitoring Ready Reckoner

	Finding from Sensible Monitoring	Action	Next steps (*Escalation to BUCL may be to a delegate)
1.	<b>Immediate concern about:</b> <b>1. Personal safety</b> <b>2. Network integrity</b> <b>3. Process safety</b> <b>4. Environment</b> <b>5. Enforcement action.</b>  <b>TEST: Am I comfortable allowing work to continue?</b>  Don't worry about over-reacting, not knowing enough, or getting it wrong. If it feels 'wrong' stop the works.  National Grid expects you to stop a job if there are immediate safety concerns. If you are unsure call your line manager or safety professional for support.	<b>Stop Work</b>	1. Contractor Supervisor made aware immediately and required to attend site  2. Escalate through NG Management and to Business Unit Contract Lead (BUCL)*  3. NG person remains on site until formal handover of responsibility to the Contractor's supervisor and/or management  4. Gain 'Assurance' as to future activities before permitting work to re-commence  5. Log via IMS.
2.	<b>Failures identified or non-compliance with RAMS. Changes necessary but no immediate risk.</b>  <b>TEST: Am I comfortable to allow the same action to be repeated without changes?</b>  Don't worry about over-reacting, not knowing enough, or getting it wrong. If it feels wrong intervene.  National Grid expects you to intervene if you are concerned about the possible continuation or repetition of a failure.  If you are unsure call your line manager or safety professional for support.	<b>Intervention</b>	1. Supervisor immediately made aware and consider requiring them or their representative to attend site  2. Escalate through NG Management and to the National Grid BUCL*  3. Contractor to analyse findings as to why failing occurred and instigates action to prevent recurrence  4. Contractor supervisor (or representative) to provide 'Assurance' as to future activities. Including evidence that remedial action has been completed provided to NG's BUCL (i.e. not necessarily the reporter)  5. IMS reporting.
3.	<b>Failures identified so that review and further assurance necessary, but low risk.</b>  <b>TEST: Am I comfortable allowing the same action to be repeated without a further review and assurance?</b>  Don't worry about over-reacting, not knowing enough, or getting it wrong. If it feels wrong raise the issue!  National Grid expects you to intervene if you are concerned even about lower risks.  If you are unsure call your line manager or safety professional for support.	<b>Review &amp; Assurance Required</b>	1. Require Work's Controller to provide assurance  2. Supervisor made aware of issue  3. Report to National Grid's BUCL*  4. Contractor Supervisor to review and provide 'Assurance' as to future activities. With evidence that remedial action completed provided to NG's BUCL.





	Finding from Sensible Monitoring	Action	Next steps (*Escalation to BUCL may be to a delegate)
4.	<b>Best Practice/Improvement Possible</b> <b>No failures or non-compliance identified but improvement possible.</b> <b>TEST: Is there a safer way of doing this?</b> Raise the issue with the Work's Controller to consider but don't demand changes at point of work. Highlight for consideration by NG's BUCL.	<b>Share Learning</b>	1. Query with Work's Controller as to their consideration of an alternate methodology 2. Report to NG's BUCL* 3. NG's BUCL to review improvement and seek 'Assurance' from the contractor as to implementation or justification for non-implementation.
5.	<b>Best Practice identified – New or innovative way of doing the job more safely</b> <b>TEST: Is there something National Grid could learn from this?</b> Discuss the issue with the Work's Controller and raise with NG's BUCL.	<b>Gain Learning</b>	1. Query with NG's BUCL* to ensure: – Positive feedback to contractor – Consideration of possible adoption by NG.

5.3.1: Terms Used

**Reporter** – The National Grid person who has made the finding

**Work's Controller** – The person who is in control of the contract works at site, e.g. a Team Leader

**Contractor Supervisor** – Person who the Work's Controller is responsible to. This maybe a:

- Team Leader's line manager, or
- If the Work's Controller is a sub-contractor, then the individual from the main contractor overseeing their works.

**BUCL** – The Business Unit Contract Lead (i.e. the NG person responsible for the contract's management) or a person on their behalf who will be liaising with the Contractor at a contractual level (See NGUK/SHE/02 'SHE Roles and Responsibilities in Contract Management'). For large contracts this may be a central team but equally it could be a team leader who has engaged a local contractor.

**Contractor's Interface** – The Contractor's point of contact at a contractual level.

**Assurance** – The degree to which contractor assurances are suitable will be a matter of scale. Please see the criterion below:

- Straightforward cases not indicating systematic failings. In these circumstances, the Reporter may be able to resolve these themselves with sufficient onsite assurances by the contractor management.

For example, a single instance of a contractor operative not being clipped on whilst working at height as required by the risk assessment.

- Very significant, repeat, or widespread failing. In these circumstances, the Reporter may need support and indeed the event may lead National Grid management to stop work at multiple sites and require the contractor to produce a contract wide action plan. E.g.:
  - A single contractor operative not clipped on whilst working at height as required by the risk assessment despite the operative and contractor having been warned about this previously
  - A large number of contractor operatives not being clipped on whilst working at height as required by the risk assessment.

**Over-reaching** – When an individual steps beyond their defined roles and responsibilities and into the role of another party (National Grid or Contractor).

**Under-managing** – When a company or individual fails to meet their obligations to manage the contract and/or contractor sufficiently.

**Managing the Contractor** – A contractor is anyone who works on behalf of National Grid who is not an employee, managing a contractor is any activity that is undertaken to manage them. This is regardless of whether that person is site or office based; has 'contract manager' in their title.

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