

REDSTONE RISK MANAGEMENT SUPPORT TOOL

Topic: Lift Plan Assist



Overview

The expressed intent of this tool is to provide policyholders in the Redstone Underwriters Heavy Iron program with actionable intelligence to support their Risk Management efforts.

Redstone Underwriters, LLC (“Redstone”) recognizes that your company is committed to excellence in your operations and Risk Management programs.

This information, when used in concert with the American Society of Mechanical Engineers’ safety standards (ASME), can support your continual improvement in **Planning for Safe Load Handling Activities**. One area for improvement is in pre-lift communication as there can be complexities in communicating and defining responsibilities for people involved in a lift, from crane owners, to users, site supervisor, lift director, operators, riggers and signal person.

It is important to remember:

- Proper pre-Lift communication and planning is essential.
- Lift responsibility is apportioned by a person’s actions and how you contract, NOT by job titles.
- Crane Rental companies are particularly susceptible to risk because their cranes and operators often make lifts on unfamiliar sites while working with crews they don’t typically know very well or at all.
- Proper clarification of responsibility in a documented Lift Plan can be very beneficial for a crane owner/operator to protect their interests in load handling activities.

Pre-Lift Communication is Key to Protect Your Interests

It is best to have estimators and/or dispatch personnel define responsibilities and confirm the items suggested below promptly after the initial request for crane services has been received while a project is still in a bid phase.

Key items to confirm and document are suggested as follows:

1

That there is a safe access route for the crane set up position.



2

That a competent individual will supervise the lift.



3

That a competent rigger and signal person handles these tasks.



4

That a written lift plan will be prepared and agreed to by all parties.










5

That the lift plan will be explained to your operators before the lift.



Practical Load Handling Activity Considerations

As load handling activities grow in complexity, there is a need to develop a set of defined planning guidelines to protect your interests. It is suggested that your lifting team become familiar with the following considerations noted in the ASME P.30.1-2014 published standards:

-  Potential Hazards to Persons
-  Hazards in Proximity to the Work Area
-  Complexity of Load Handling Activity
-  Adverse Impact from Environmental Conditions
-  Load Handling Equipment (LHE) and Rigging Capacity and/or Performance
-  Adverse Commercial Impact
-  Site requirements unique to the Load Handling Activity

The details for each of these important considerations can be found on pages 2-4 at [<https://www.asme.org/products/codes-standards/p301-2014-planning-load-handling-activities>]. It is suggested that you make these considerations part of your Company Safety Program by purchasing this standard document from ASME directly via the link.

Load Handling Plan Categories

Each crane project has its own risk characteristics. Changes in today's workplace environment have been shown to increase jobsite complexity and probability of risk of accidents for workers. Communication between your operators, lift directors, signal persons and rigging crews is paramount to mitigating your risk in the lift process.

ASME recommends that each lift be categorized specifically as either: STANDARD LIFT or CRITICAL LIFT, based on the Load Handling Activity Considerations listed above.

Standard Lift Plan: The decision to use a standard lift plan should be based on the load handling considerations listed in the previous section, and the plan should identify, evaluate and address all phases of load handling activity (as listed in sections 4.1 through 4.5 on page 6) of ASME P30.1-2014 noted at <https://www.asme.org/products/codes-standards/p301-2014-planning-load-handling-activities>

Critical Lift Plan: The decision to use a critical lift plan should also be based on load handling considerations listed previously, and should address items (5.1 through 5.5, on Pages 7-9) of ASME P.30.1-2014 noted at <https://www.asme.org/products/codes-standards/p301-2014-planning-load-handling-activities>

IMPORTANT NOTE:

According to ASME standards, "Prior to the load handling activity, the lift director should verify that the Standard Lift Plan (or Critical Lift Plan) has been developed.



Personnel and Responsibilities

It is essential that roles and responsibilities identified in the lift plan are defined and understood by all personnel involved. ASME recommends specific clarification of duties for various personnel involved as listed in (sections 3-1 and 3-2 on Page 5) of ASME P30.1-2014 found at <https://www.asme.org/products/codes-standards/p301-2014-planning-load-handling-activities>.

It is suggested that you include these defined personnel and responsibilities in your Company Safety Program. In addition, Redstone suggests that to strengthen your Company Risk Management programs, you can further protect your interests via certain contractual techniques. You should consider using the following provisions in your crane/equipment rental agreements, which have been recommended by legal experts. (Always confer with your own legal counsel when drafting contracts.)

LIFT DIRECTOR. It shall be the duty of the Customer's agent, hereinafter known as the "Lift Director" to give specific instructions and directions to all persons operating, mobilizing/demobilizing, maintaining, and assembling/disassembling the Leased Equipment. Customer specifically agrees that the Company has absolutely no control over the Lift Director. The Lift Director has the exclusive right to supervise and control the use of the Equipment and the Operator. The Company and Customer agree that the prevention of accidents is the goal of all parties working on the job. Actions taken by the operator to ensure safe working conditions, shall not change or alter the Lift Director's exclusive right to supervise and control the use of the Equipment and the operator. The Customer further agrees that all Equipment used, and all work performed and all persons operating the Equipment, shall be solely within and in furtherance of, Customer's contractual scope of work on any given project. The Company has no right to replace or substitute personnel and any such replacement or substitution shall only be at the direction of and with the approval of the Lift Director and the Lift Director shall have the right to control, including the right of termination, and the Lift Director shall be deemed to have exercised that right as to all details or operation of the Equipment and the personnel operating the Equipment. If Company supplies an operator with the Equipment, any such operator may not use the Equipment without Customer's acceptance and approval of that operator, as a borrowed servant of Customer, under Customer's sole direction, supervision and control.

OPERATION AND USE OF EQUIPMENT. Customer specifically agrees that Company has absolutely no control over any person operating or assisting in operating, repairing, or maintaining the leased Equipment. Company may provide an operator and/or assistant with the Equipment. Customer may accept, reject or replace these persons, however, at all times, the operator and any assistant is under the Customer's exclusive direction, supervision and control and shall be Customer's agent, servant, and employee, notwithstanding the fact that Lessor may administer the payroll and other benefits of such person or persons. Customer shall at all times, transport, store and/or operate the Equipment (also referred to as load handling Equipment or "LHE") in a safe and competent fashion and shall be responsible for the actions of all those persons involved in the transportation, storage and/or operation of the Equipment. During transportation, delivery, set-up, use and operation of the Equipment, Customer, directly and through its agents, servants and employees, shall at all times, assume the roles and fulfill all the responsibilities of the; a) A/D director (Assembly/Disassembly director), b) controlling entity, c) Lift Director, d) Lift Planner, e) Site Supervisor, f) Site Safety Officer, g) Crane User and/or LHE User, i) Crane Operator and or LHE Operator, j) Signalperson, k) Rigger, l) Spotter; and m) Transport Operator, as those terms are defined in 29CFR1926.1400 OSHA, ASME P30.1 Lift Planning and ASME B30.5 Mobile and Locomotive Cranes. Also, Customer shall at all times: (i) comply with all applicable federal, state and local laws and regulations relating to this Agreement; and (ii) have in place and maintain any and all licenses, permits, and other authorizations required by federal, state and local laws. If Company supplies any Lift Plans for use by the Customer and/or the Lift Director, Customer agrees that the Lift Plan are supplied for informational purposes only, and the Lift Director is ultimately responsible to review and approve the Lift Plan for use. Company is not responsible for any information used in the preparation of the Lift Plan. Customer is solely responsible for the gathering of all information used in the Lift Plan. Customer hereby guaranties that those agents, servants and employees assigned the roles and functions set forth above shall be, at all times, through education, training, experience, skill and physical fitness, as necessary, be competent and capable to perform the functions they are assigned. Customer further agrees to use said Equipment in accordance with the manufacturer's instructions and agrees not to exceed the manufacturer's rated load capacities for such or similar Equipment. Customer expressly agrees that counter-weight in excess of the manufacturer's specification shall not be used. It shall be the duty of Customer to give specific instructions and directions to all persons operating, maintaining, and assembling/disassembling, mobilizing or demobilizing the Leased Equipment.

Please Note: These contract provisions are designed specifically to protect your Company interests when determining responsibility during Safe Load Handling Activities. The Lift Director and Operation and Use of Equipment contract provisions correlate with the duties and responsibilities noted in the ASME P30.1-2014 standards.

Quality Control Support Tools for Critical Lift Load Handling

The example Lift Plan description (and **LIFT DATA SHEET / PRE-LIFT SAFETY CHECKLIST**) documents noted on Pages 11-14 of ASME P.30.1-2014 can be found at <https://www.asme.org/products/codes-standards/p301-2014-planning-load-handling-activities>. These tools are recommended for use **when making all critical lifts** in your operations. These documents can protect your interests by adding these tools to your existing Safety/Risk Management Program.



Lift Plan Assist Summary/Conclusion

Researchers have found that 88% of accidents are the result of unsafe acts. Human error is the primary cause for up to 80% of all accidents in high risk industries (construction, mining and nuclear power plant operations). Unsafe behavior and unsafe conditions are recognized as the primary reasons for construction site accidents. (e.g., when workers are not familiar with crane operating procedures).

We are hopeful that this **Redstone Risk Management Support Tool** for lift planning, combined with the various ASME information referenced herein, can assist your safety and risk management efforts. This tool is designed to provide policyholders in the Redstone Underwriters Heavy Iron program with actionable information in a user-friendly format to assist your risk management efforts.

Please Note: You can save this document in Word format to 'cut & paste' any section into your existing safety programs by using the save button on page 1.

Lastly, it is recommended that you obtain the ASME P30.1-2014 document online at <https://www.asme.org/products/codes-standards/p301-2014-planning-load-handling-activities>. And it is suggested you utilize the specific ASME items as noted herein to enhance your Company Safety Programs to protect your interests.

Disclosure

This Redstone Risk Management Tool is designed to help reduce loss costs by helping the policyholder improve its own Risk Management program.

This Redstone Risk Management Tool is not intended to, and therefore does not:

- (a) Provide legal advice;
- (b) include a discussion or provide information of all potential hazards or risks;
- (c) assure, promise, or represent in any way that it includes all aspects of the policyholder's processes, premises, conditions, and/or equipment, or that such are (i) operationally or mechanically safe, (ii) properly maintained, constructed, erected or in proper working condition, or (iii) in compliance with any law, rule, or regulation;
- (d) replace the policyholder's obligation to provide a safe workplace and premises. All manufacturer inspection, maintenance, construction, erection and operation instructions and recommendations and applicable regulations and standards must be consulted and followed;
- (e) Create or make any warranties of any kind whatsoever, either express or implied, in connection with the use of this Redstone Risk Management Tool. The implied warranties of merchantability and fitness for a particular purpose are specifically disclaimed.

Redstone Underwriters, LLC does not suggest, imply or guarantee that the information contained in this Redstone Risk Management Tool is or can be relied on for compliance with any law or regulation or freedom from legal liability. All safety programs, contracts and policies should be reviewed by your legal counsel and/or risk management staff.

Confidentiality

This Redstone Risk Management Tool is the confidential and proprietary property of Redstone Underwriters, LLC, and the policyholder is a permitted user of the information contained herein. This Redstone Risk Management Tool may not be released to any third party without Redstone Underwriter, LLC's prior written consent.