



Service information Series 1800 volume 3A

22nd June 2017 CONTRACT VERSION

DMCH 012 - Highways and Environment Term Service Contract

Additional Clauses and Tables

Clause No. Title and Written Text

SERIES 7900: EMERGENCY RESPONSE

7900AR DEFINITIONS

1. In this Specification the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:-
 - (i) "Emergency" means an event or work requirement so designated by the *Service Manager* as being of an emergency status requiring an immediate or 1 day response time.
 - (ii) "Immediate" means for an initial callout for an incident within each works delivery area, the *Contractor* shall be attendant on site and will have commenced works as soon as possible and in any event within 1 hour of receiving a verbal instruction from the *Service Manager* to that effect
 - (iii) "1 Day" means the *Contractor* shall be attendant on Site and will have commenced Works by the end of the following working day after receiving a Task Order to that effect.
 - (iv) "Emergency Response Gang" means any working unit consisting of a 2 men team and Equipment as specified in Appendix 79/70AR, assembled by the *Contractor* to deal with a specific Instruction from the *Service Manager* for immediate response.

7901AR GENERAL WORK REQUIREMENT

Introduction

1. The aim of this service is to provide a response to emergency incidents on the *Area Network* 24 hours-a-day, 365 (366) days-a-year from 00:01 hours on the *starting date* for the duration of the *service period*. The *Contractor* shall provide sufficient resource to respond to emergencies anywhere on the *Area Network* within the response times stated in this service.
2. He shall mobilise whatever resources considered necessary to comply with an Instruction issued by the *Service Manager* to attend an emergency situation, make safe only, and then call in additional resources as necessary. Emergency and incident response

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arrangements must be agreed with the *Service Manager* during the mobilisation period.

3. Emergencies may vary from small events which present a danger to highway users at a single location to a large weather or other related situation which may affect the whole of the *Area Network* requiring general mobilisation of *Contractor* resources. The *Contractor* should be aware that there may be occasions when more than one emergency incident will occur at any one time. Consequently, numerous resources may be required anywhere on the *Area Network* at the same time, in order to meet the required response times.

Communications

4. The *Contractor* shall provide and maintain a 24 hour emergency service so that a communications channel is available at all times to facilitate the ordering, mobilisation and monitoring of emergency works.

All incoming and outgoing telephone calls associated with this service shall be logged with date/time to ensure an accurate record of discussions and instruction are kept. The *Contractor* shall keep detailed records of all communications received, which shall include:

- persons involved
- details of the incident
- actions taken
- police incident number
- details of third party's vehicle registrations

Performance Requirements

5. The *Contractor* shall provide a method statement clearly setting out the procedure by which the *Contractor* proposes to ensure that the requirements of this service are met. The *Contractor* also provides to the *Service Manager* each week a roster of supervisors and operatives.

Health and Safety

6. The *Contractor* shall submit Health and Safety Risk Assessments and Method Statements for the proposed method of fulfilling the service at each site to the *Service Manager* for approval prior to the starting date.

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7. In addition to the site specific risk assessments the *Contractor* should have available for review, generic risk assessments covering all working practices, protection measures for its workforce and the public and procedures for ensuring that no toxic materials cause damage to the environment.

Traffic Management

8. The *Contractor* shall carry out the design, erection, maintenance and dismantling of traffic management to ensure that the requirements of this service are met. Vehicles and traffic management shall be in accordance with the requirements of Appendix 1/17 and the *Contractor's* Health and Safety Plan for the service.

The *Contractor* shall also comply with the requirements of the Traffic Management Act:

Response and Completion Time

6. The Task Order will include a statement of when the Task is required to commence. The response time shall either be Immediate or 1 Day as stated in the Task Order.
7. In times of risk of life or serious damage an instruction may be issued verbally with written or electronic confirmation following. The response time shall be measured from the time of issue of the verbal instruction or Task Order with the 1 hour response period being measured until the incident has been attended.
8. On completion of the works at any location specified in a Task Order the *Contractor* shall contact the *Service Manager* by whatever means to report that the works are complete stating a log-in time.

7902AR EMERGENCY RESPONSE SERVICE

1. The *Contractor* shall provide a 24 hour emergency response service to receive and process verbal instructions issued by the *Service Manager*, which will be confirmed in writing at a later date to enable him to:-
- (i) attend, clear and generally undertake works to alleviate accidents, floods, obstructions, damage to the highway, or any highway related matter which may give rise to an emergency situation;

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| | (ii) attend and repair to breakdown of <i>Employer</i> owned vehicles maintained by the <i>Contractor</i> ; |
| | (iii) attend and undertake works to secure <i>Employer</i> owned Depots occupied and maintained by the <i>Contractor</i> ; |
| | (iv) maintain a system to process notifications received and ensure the timely dispatch of his resources to the site of the incident within the time scale set out in this Clause. |
| 2. | <p>The <i>Contractor</i> shall respond either Immediately or within 1 Day to any emergency call so that he will be able to attend at the location of the incident and shall have commenced work within the required response time and shall have all necessary labour, equipment and material resources mobilised to enable him to comply with the requirements of this Specification.</p> <p>Each Emergency response team shall consist of operatives and a vehicle carrying the equipment and materials listed in Appendix 79/70AR.</p> |
| 3. | <p>The <i>Contractor</i> shall ensure that when instructed to respond to an emergency that he draws upon his operatives from nearest location to the incident. For urgent response the maximum travelling time to an incident shall not exceed 1 hour.</p> |
| 4. | <p>Every emergency incident shall be attended by an Emergency Response Team consisting of two competent personnel trained in the activities set out in Appendix 79/70AR. The decision on the most appropriate team to attend any particular reported incidents shall be the responsibility of the <i>Contractor</i>.</p> |
| 5. | <p>Appendix 79/70AR lists the following information:</p> <ul style="list-style-type: none">• Emergency activities• Equipment and Materials for Each Emergency Response Vehicle• Specialist Plant and Labour• Historical number of Emergency Response call outs per year.• Emergency Stores• Basic equipment• Minimum stock levels for materials• Detailed specification for temporary repairs |
| 6. | <p>To ensure consistency on location of incidents, the <i>Contractor</i> shall supply new current editions of local Street Atlas map books, to its staff</p> |

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involved in the Emergency Response Service. The *Contractor* shall renew these map books at two-yearly intervals, to ensure ongoing accuracy.

7. Where equipment required for emergency response is beyond that carried on vehicles, the additional equipment available at depots, as defined in Appendix 79/70AR, should be collected and the Emergency Response Team should be on site within 90 minutes of the original incident report. Departure from the depot shall be recorded by a telephone call made by the Emergency Response Team to the *Contractor's* point of contact as they leave with the equipment to attend the incident, and the time logged for reporting in accordance with this sub-Clause. This information shall be relayed to the *Service Manager* on the emergency report form in Appendix 79/70AR.

The Emergency Response Team shall contact the *Contractor's* point of contact when they arrive on site and when they leave site for every emergency, and these times shall also be logged.

8. For successive emergencies (e.g. if the Emergency Response Team has not left the site of an incident when another emergency is reported in the area), the team will be deemed to be 'continually deployed', unless the *Service Manager* requests that a second team attend. Payment arrangements for continuous deployment shall be made in accordance with the provision for this eventuality.

9. The *Contractor* shall provide and maintain the capability of setting up a Lane 1 or Lane 2 temporary closure on low and high speed dual carriageways as an emergency response measure. Equipment and materials shall be available to attend any location on the *Area Network* within 1 hour of notification, to provide a minimum of 500m of lane closure with associated taper(s).

10. The *Contractor* may use the emergency response labour and plant resources in connection with any other works delivered as part of the service, excluding the Winter Maintenance Service set out in Series 7800, as long as time scales for response are met.

11. The *Service Manager* shall reserve the right to use routine maintenance teams providing other parts of the Service to attend any minor emergency incidents during normal working hours of the Service, as part of their normal duties, to maximise local effectiveness. This will not form part of the emergency response payment or KPI structure.

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| 12. | The level of emergency response for Winter maintenance is considered in Series 7800 of this Specification. |
| 13. | A summary of historic numbers of Emergency Response call outs per year are provided in Appendix 79/70AR. |

**7904AR ROAD TRAFFIC ACCIDENT ATTENDANCE AND
CLEARANCE**

1. The *Contractor* shall immediately attend and clear any road traffic accident in response to an order issued by the *Service Manager*.
2. The *Contractor* shall assist the police and other emergency services to clear and remove any accident that may occur on the highway. These measures shall include the provision of labour, plant and materials for the erection and take-down of traffic control signing, and any cleaning, wash-down, collection, loading and transport facilities required to carry out the function. In such an event the *Contractor* shall take instruction from the *Service Manager* in liaison with the police.
3. The clearance of any debris, materials or spillage shall be undertaken in accordance with Clause 7905AR.
4. Where damage to the carriageway or footway surface, or street furniture occurs and this may create a danger to highway users, the *Contractor* shall sign and guard the affected area and seek further instruction from the *Service Manager*.
5. Following the attendance to an accident the *Contractor* shall submit to the *Service Manager* within 24 hours a report, giving details of any damage to the highway wearing course, street furniture or any other service or fixture. He shall also give details of the vehicles involved, where known, any Police log number, photographs of the damage and the time, date and extent of his undertaking at the scene of the accident in order for the *Service Manager* to recover the *Employer's* cost associated with the incident. The *Service Manager* will not authorise payment without this information being provided.

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7905AR

CLEARANCE OF SPILLAGE ON THE HIGHWAY

1. The *Contractor* shall immediately respond to a Task Order to mobilise, issued by the *Service Manager* for the clearance of a spillage and shall be in attendance at the site of the spillage as soon as may reasonably be expected and in any case in accordance within the response time instructed.
2. A spillage may consist of liquid or solid matter (including debris or materials) resulting from an accident, or could be the discharge or shedding a load from a vehicle or vehicles. The debris, material or spillage could be at a single or multiple locations, or in a continuous manner along the highway.
3. On attendance at the site of a spillage, the *Contractor* shall satisfy himself that the substance or material required to be treated or removed from the highway does not present a health hazard to his operatives. Should there be any doubt regarding possible harmful effects of any unidentified substance, then he shall immediately report the situation to the *Service Manager* and await further instructions.
4. The *Contractor* shall erect the appropriate signing and guarding in accordance with Chapter 8 of the Traffic Signs Manual and any specific requirements stated in Appendix 1/17. The affected area of the carriageway shall remain closed to traffic whilst cleaning operations are undertaken.
5. Where the debris consists of any substance which may be toxic, corrosive, highly flammable or oxidising, or create a disposal problem, the *Contractor* shall liaise with the *Service Manager*, and undertake the appropriate containment, cleaning and disposal operations.
6. The *Contractor* shall undertake all necessary measures to clear and remove any spillage from whatever source that may occur within the curtilage of the highway. These measures shall include the provision of labour, plant and materials for the erection and take-down of traffic control signing, and any cleaning, wash-down, collection, loading and transport facilities required to carry out the function and include the provision of a crane, if necessary. In such an event the *Contractor* shall take instruction from the *Service Manager* in liaison with the police.

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Spillage of Oil, Diesel, Bitumen or Effluent

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| 7. | <p>The <i>Contractor</i> shall take the following action(s):</p> <ul style="list-style-type: none"> (i) Where there is a possibility of run off into drainage systems and watercourses, the <i>Contractor</i> shall contain the liquid by bunding or another approved method. (ii) Spillages extending up to a length of 25 metres shall be initially treated by the hand spreading of a non-toxic, biodegradable, specialised absorbent material (Elcef or Drisit or similar approved) to absorb residing liquid. The absorbent material shall be swept from the surface and disposed of at a suitable site provided by the <i>Contractor</i>. Applications of absorbent material and subsequent sweeping shall be repeated until the surface is clean. A light dusting of the absorbent material shall be applied to the affected surface upon completion of the work. (iii) A spillage extending more than 25 metres along the carriageway shall be treated with a dry gritstone dust, applied at a rate of spread of 40 grams per square metre over the affected area. The gritstone dust shall have a clay/silt content of 20% to 30%. Before the work commences slippery road signs shall be erected on every approach to, and at 500 metre spacing within the spillage site. The gritstone will be applied using a purpose built mechanical spreader but the use of the <i>Employer's</i> Winter maintenance bulk salting vehicles is not permitted. If excess liquid is still present after the gritstone application at this rate of spread, the <i>Contractor</i> shall seek further instruction from the <i>Service Manager</i>. 48 hours later the <i>Service Manager</i> shall inspect the site and provide further instruction. |
| 8. | <p>Where the debris consists of solid matter, the material shall be completely cleared from the highway and disposed of at a tip provided by the <i>Contractor</i>, or removed to a suitable storage site as appropriate.</p> |

Spillage of Human Blood and Clinical Waste

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| 9. | <p>The <i>Contractor</i> shall cover any blood or fluid on the highway with non-toxic biodegradable specialised absorbent material as approved by the <i>Service Manager</i>.</p> |
| 10. | <p>The <i>Contractor</i> shall make arrangements for removing and disposing from the highway network all clinical and human waste material and fly-tipped waste matter, animal carcasses and the like arising from</p> |

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accidents and other emergency operations, as required, within 2 hours of instruction to do so.

11. The *Contractor* shall wash down the site as necessary.

12. The *Contractor* shall at any time provide adequate specialist plant and services and trained personnel to undertake this work in an appropriate and sensitive manner.

Reporting

13. On arriving at the site the *Contractor* shall contact the *Service Manager* to advise on the situation, when the *Contractor* has completed his work before leaving the site he shall contact the *Service Manager* to advise them accordingly on the situation and of all signing and guarding left on site. Following the attendance to a spillage, the *Contractor* shall submit to the *Service Manager*, a report giving details of any damage to the highway wearing course, street furniture or any other service or fixture. He shall also give details of the vehicles involved, where known, photographs and the time, date and extent of this undertaking at the scene of the spillage.

7906AR TREATMENT AND CONTAINMENT OF POLLUTION TO WATERCOURSES

1. The *Contractor* shall in conjunction with the provisions for clearing spillage on highways, undertake such works as may be necessary to avoid, treat, contain and generally mitigate any pollution to watercourses.
2. These works may include the distribution and placement of sand bags, the emergency blocking of drains, ditches, grips pumping and any other ameliorative works which may be required.

7907AR FLOOD ALLEVIATION WORKS

1. During times of heavy rain and storm the *Contractor* shall attend to flooding on the public highway and undertake such alleviation works as may be necessary.
2. These works may include the distribution and placement of sand bags, the emergency unblocking of gullies, drains, ditches, grips and the like,