

**NEC4**

**Core Terms Maintenance Contract**

**Scope S2200 Client's service specification and drawings**

**Series 7950 – Civil Emergencies  
DN581359**

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## 7951AR: Civil Emergency Service: Definitions

1. Civil Emergency Service is defined as the resources and systems provided by the *Contractor* in response to a request from the *Service Manager* to assist when a Civil Emergency is declared.
2. Civil Emergency is defined as a circumstance where the *Client* is empowered to act in accordance with the Civil Contingencies Act 2004.
3. Response may need to be undertaken on any part of the land that comprises the Somerset Unitary Authority, Affected Property and Area Network.
4. Mutual support may be required to be given to other authorities, when requested.
5. A Civil Emergency may, without prejudice to the generality of the foregoing, be any of the following:-
  - storms and other extreme weather events,
  - flooding by sea or building or watercourse,
  - landslip,
  - pandemic,
  - oil or chemical spillage or contamination,
  - collapse or damage to buildings or other structures,
  - fire or explosion,
  - aircraft crash,
  - nuclear incident,
  - volcanic activity,
  - earthquakes,
  - tsunami,
  - meteor strikes,
  - fuel emergency,
  - riot or civil commotion,
  - terrorist attack,
  - war,
  - preparation for a potential emergency occurring anywhere within or adjacent to the Somerset Unitary Authority.

## 7952AR: Civil Emergency Service: General Requirements

1. The *Contractor* shall ensure that the communication arrangements and resources provided under Series 7900 of this specification are also able to receive and handle calls in respect of Civil Emergencies.

2. The *Contractor* shall ensure that the Emergency Service Managers provided under Series 7900 of this specification are also able to respond to and manage the resources provided in respect of Civil Emergencies.

## 7953AR: Civil Emergency Service: Instructions to Provide Services

1. Services shall only be provided under this Series 7950 of the Specification following the issue of a Task Order from the *Service Manager*. However, where oral instructions are given, the *Contractor* shall respond as instructed and the *Service Manager* shall confirm the oral instruction, in writing, within two Working Days.
2. Once a Task Order has been issued, the *Contractor* shall confirm receipt and provide the names and contact details of Emergency Service Managers who may be involved in the delivery of the *service*.
3. For the duration of each Civil Emergency, the *Service Manager* shall ensure that the *Contractor* is provided, from time to time, with the names and contact information of the *Client's* officers who are authorised to issue day-to-day instructions to the *Contractor*.

## 7954AR: Civil Emergency Service: Resources

1. On receipt of a Task Order or oral instructions in respect of a Civil Emergency, the *Contractor* shall mobilise its workforce, plant and material resources in a quantity and type appropriate to the nature and extent of the services to be provided. For the avoidance of doubt, the workforce shall include appropriate supervisory staff and may include engineers or other professional consultants employed by the *Contractor*.
2. Where the resources available to attend are insufficient to meet the needs, either in quantity or type, the *Contractor* shall use best endeavours to make arrangements to engage resources from contractors, hire companies or suppliers, as necessary.
3. For some Civil Emergencies, the services required may necessitate the engagement of specialist contractors or suppliers. To this end, the *Contractor* shall maintain a register of companies who supply these services and to this end shall liaise with the Government Procurement Agency to establish the existence of any approved lists of specialist contractors.
4. Nothing in this Series 7950 shall prevent the *Client* from engaging, or purchasing resources or services, from sources other than the *Contractor*. Where

this occurs, the *Contractor* shall co-operate and liaise with the other sources when providing the Civil Emergency Service.

## 7955AR: Civil Emergency Service: Plant, Vehicles, Equipment and Materials

1. Plant and Vehicles that may be required to assist with a Civil Emergency may include, but not limited to:-
  - temporary traffic signals,
  - fencing/guarding/barriers/signage,
  - gully emptiers,
  - drain jetters,
  - mechanical suction sweepers,
  - loading shovels,
  - tipper lorries,
  - cranes,
  - pumps,
  - generators,
  - heaters,
  - lighting,
  - cutting equipment,
  - kerb saws and chainsaws,
  - access platforms,
  - gritting and spreading equipment,
  - ploughs and mechanical movers/diggers,
  - the *Contractor* shall also maintain a small stock of sand/ballast, sandbags, temporary fencing/barriers.
2. Where the *Contractor* is unable to provide such plant and vehicles or other items not listed from its own resources, it shall use best endeavours to obtain such equipment from hire companies and the like, so that they can supply any shortfall within the shortest possible time.

## 7956AR: Civil Emergency Service: Response Time

1. The *Contractor* shall respond to a Task Order or oral instructions at any time of the day or night and on any day of the year. Once a Task Order, or an oral instruction, is issued, the *Contractor* shall mobilise resources specified in accordance with the requirements of the Task Order, or oral instructions, or otherwise, as quickly as is practicable. Where the resources required are similar in nature to the Emergency Service Teams provided under Series 7900 of this

Specification, then the response times identified in Series 7900 of this Specification shall be regarded as the maximum under this Series 7950.

## 7957AR: Civil Emergency Service: Health & Safety

1. All resources provided for a Civil Emergency shall be procured and managed by the *Contractor*. The *Contractor* shall retain responsibility for ensuring that Health and Safety requirements are always met, in respect of resources provided by the *Contractor*.
2. The *Contractor* is under no obligation to provide resources to operate in situations for which they have no training or inappropriate protective clothing or equipment.
3. Where the Construction (Design and Management) Regulations 2015 apply to any services provided under this Series 7950 then the *Service Manager* and the *Contractor* shall ensure that the various roles and procedures defined under these regulations are defined and complied with in respect of those services.

## 7958AR: Civil Emergency Service: Preparation for a Potential Emergency

1. From time to time, the *Service Manager* or the *Client's* Civil Contingencies Officer will identify a potential emergency for a fixed period of time, while certain risks prevail, for example, Met Office warnings of extreme weather conditions over a defined period. The *Contractor* shall make specific preparations in accordance with instructions issued. These may include:-
  - verifying arrangements with plant and vehicle hire companies to confirm the amount of resources that are ready and available should they be required,
  - verifying arrangements with specialist contractors to confirm the amount of resources that are ready and available should they be required,
  - enquiring about the availability of protective clothing and making arrangements for setting aside certain quantities,
  - procuring and stocking (where possible, on a sale or return basis) protective clothing, equipment or other consumable materials in excess of normal operational needs,
  - procuring stocks of fuel in excess of normal operational requirements,
  - making arrangements for plant and vehicles to standby,
  - training of some of the *Contractor's* staff for certain emergency operations,

- introduction of formal standby arrangements whereby a certain quantity and type of resource is guaranteed to be available within a period of time from call out and
- direct involvement in the production of contingency plans.

## 7959AR: Civil Emergency Service: Records

1. The *Contractor* shall maintain records of resources used and costs incurred for all services provided under Series 7950 of this Specification, in a format that is acceptable to the *Service Manager* and the *Client's* Civil Contingencies Officer.
2. The *Contractor* shall maintain such additional records of services provided as may be instructed from time to time by the *Service Manager*, who may be advised by the *Client's* Civil Contingencies Officer.

## 7960AR: Civil Emergency Service: Other Highway Services

1. Where the services to be provided under this Series 7950 cannot be provided without adversely affecting the timescales for delivery of the *Service*, then the services to be provided under this Series 7950 shall, unless otherwise instructed by the *Service Manager*, who may be advised by the *Client's* Civil Contingencies Officer, be deemed to have a higher priority than those set out for the *Service*. Always providing that, when services to be provided under this Series 7950 have been completed, that the *Contractor* immediately re- engages its resources to delivery of the *Service*, having particular regard to highway repairs that may be overdue in respect of highway defects.
2. Where the timescales for delivery of the *Service* are adversely affected in compliance with this clause, then the *Contractor* shall identify the scheme or works where this occurs and notify the *Service Manager* within 24 hours of the matter becoming apparent.