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Epping Forest District Council

CONTRACT FOR THE PROVISION OF WASTE AND RECYCLING COLLECTION, STREET
CLEANSING, GROUNDS MAINTENANCE AND FLEET SERVICES

Section 3A – Lot 1 Specification Waste & Recycling Collection, Street Cleansing
(ISOS version 1.0)

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LOT 1 SPECIFICATION

Waste and Recycling Collection, Street Cleansing and Allied Services November 2014 >

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1.0 DEFINITIONS

1.1.1 In this Specification and without prejudice to the Conditions of Contract the following terms shall have the meanings given to them below:

Additional food & garden Container list : List of properties approved for 2nd food & garden Container

Assistance List : the list of households entitled to assisted collections;

Bulk Recycling or Refuse Containers : Any 2 or 4 wheeled Container provided to flats, multi occupancy dwellings, schools or other miscellaneous sites for the purpose of separation and collection of recyclates or residual Waste.

Cleanse and Cleansing a) The sweeping of streets and specified areas including open shop entrances and forecourts.

b) Removal of Litter from Any planted areas, hedges, drainage ditches or greens within the public highway cartilage and any area serviced under this Contract to the required standard.

c) Removal of Litter from grassed and shrubbed areas, including dense or prickly shrubberies, tree grills, footway drainage channels, gully gratings and the like.

d) The emptying and Cleansing of all Litter bins, including the replacements of disposable liners where applicable.

e) The emptying of ash trays on Litter bins and building frontages.

f) The Cleansing of road signage and street furniture to include the removal of graffiti.

g) The removal of fly posters and other unauthorised signage from the streets.

h) The emergency Cleansing of roads following spillages or an accident including the provision, spreading and removal of sand and/or other absorbent granules when required.

i) The disposal of all street sweeping, detritus to an authorised disposal site.

j) The Recycling of street Cleansing arisings. The separation of street Litter into recyclable and non recyclable materials and the disposal to authorised disposal sites.

k) The searching for, picking up, complete removal and disposal to an authorised disposal site of all paper, cardboard, plastic or metal Litter, dust, sand grit, debris, loose chippings, animal carcasses, excreta, chewing gum, accident debris, oil, timber, boxes, glass, leaf, blossom, weeds, fly tipping, grass cuttings by any means, and unwanted vegetation or any other similar matter.

l) The removal of chewing gum from streets and street furniture.

m) The cutting back of pavement back lines encroached upon by weed growth.

Code of Practice on Litter and Refuse : the document of the same name published in April 2006 by Department for Environment Food and Rural Affairs and as subsequently amended;

Commercial Waste : as defined in the Environmental Protection Act 1990 and Controlled Waste Regulations 1992;

Confidential Council Waste : Any Council generated waste deemed by the Authorised officer to be Confidential Council Waste

Destroy, Destruction : Render completely and irrecoverably unintelligible, ideally through Recycling.

Exemption List	List of properties exempted from wheeled Container collection
Household Waste	: as defined in the Environmental Protection Act 1990 and Controlled Waste Regulations 2012; and also the Clean Neighbourhood & Environment Act 2005
Larger Containers	Any 2 wheeled Container larger than the standard Container provided by the Council to residents
Lost or Damaged Container	Any 2 wheeled Container reported by a resident as lost or damaged
Medical List	List of properties approved for additional refuse capacity on medical grounds
Ozone depleting Substance	: Principally chlorofluorocarbon compounds (CFC) used as coolant and insulation in cooling appliances;
Programme of Work	: the description of work as specified;
Recyclable Household Waste (Dry Recycling)	: those elements of Household Waste that are glass bottles and jars; compostable organics; paper; card; aerosol cans, aluminium foil and Containers, drink and food cans; plastics (bottles (including lids) rigid food Containers and plastic bags); small items of Waste electrical and electronic equipment, textiles, batteries and drink carton beverage packaging (e.g. Tetrapaks)
Recycling	Recycled in the meaning of former local Council National Indicator 192. Former local Council National Indicator 192 (<i>Audit Commission, 11 November 2011 Revision</i>) is appended for reference at Appendix A to Document 3A
Residual Household Waste	: those elements of Household Waste that are not Recyclable Household Waste, separately collected textiles or require collection;
Sack Collections	List of properties remaining on black sack collection for

	residual Waste
Sacks	Any sacks provided to residents by the Council for the presentation of their refuse or Recycling for collection.
Side Waste	Waste placed beside the wheeled Container except
Small Bulky Waste	: Discrete items of Household Waste no more than 25 kilograms in weight and/or 0.12 cubic metres in volume.
Small/larger Container list	List of properties with smaller (140litres) or larger (240 or 340 litres) Wheeled Bin
Smaller Containers	Any two-wheeled Container smaller than the standard Container provided by the Council for either residual Waste or food and garden collection service
Standard Food and Garden Containers	Standard sized (currently 180 litre) wheeled Container provided to residents by the Council for the collection of food and garden collection Waste
Standard residual wheelie Container	Standard sized (currently 180 litre) two wheeled Container provided to residents by the Council for the collection of residual Waste.
Street	<p>a) Any road, public highway including the carriageway, the adjoining footways and ditches, roundabouts, service roads, cycle tracks, drainage channels, bus shelters, paved and adjoining grassed verges.</p> <p>b) Separate footpaths away from any carriageways, cycle ways and adjoining verges and drainage channels where provided and public rights of way.</p> <p>c) Paved areas, lay-bys, car parks, Recycling centres and grass verges where stated in the Bill of Quantities.</p>
Street Cleansing	Shall mean Monday-Sunday inclusive.

Working Day	
User Contract	The Contract that governs the use by the Contractor of Council Assets.
Waste	Any form of Household or Municipal Waste for which the Contractor has duties under this Contract.
Waste Working Day	Shall mean Monday-Fridays inclusive, and any Saturday or Sunday worked to provide scheduled services as a result of Bank Holiday suspensions.
Zone Litter Pick Routes	Litter Pick Routes (LPRs) are areas identified as those that generate high levels of Litter (only) on a weekly basis deposited by traversing vehicular or pedestrian access.
Zone Z	Areas of any intensity with an evening economy associated with take-away restaurants, pubs, night clubs and similar venues.
Zone 1 and Zone 2	High performance cleansing areas requiring 7-day service.

2.0 WASTE AND RECYCLING COLLECTIONS

2.1 DESCRIPTION OF SERVICE

2.1.1 The Contractor shall collect

- a) Household Residual Waste on a fortnightly basis and
- b) Dry Recyclable Household Waste on a fortnightly basis

with the exception of a limited number of flats and other properties served by communal Containers which have varying collection frequencies.

2.1.2 Mixed Food and Garden Waste shall be collected weekly by the Contractor.

2.1.3 Recycling activities currently provided and required of the Contractor include:

- The collection of glass bottles and jars in blue boxes.
- The collection of compostable organic (garden and food) Wastes in green lidded Wheeled Bin.
- The collection of garden Waste (via sacks) on behalf of residents using the Mow and Grow service supplied by the council.
- The collection of cardboard & paper, drink/food and aerosol cans, plastics (rigid food Containers, bottles including lid), aluminium foil and foil Containers, beverage drinks cartons in clear plastic sacks.
- The collection of small items of Waste electronic and electrical equipment ('Brown Goods')
- The provision of 'Bring Sites'.
- Working in partnership with a social enterprise for the collection of textiles
- Working in partnership with a social enterprise for the reuse and Recycling of furniture – this service is subject to separate arrangements
- Collection of WEEE (fridge/freezers/CRTs/Large domestic appliances) for Recycling by Essex County Council – this service is subject to separate arrangements.

2.1.4 The Council would welcome an expansion of the range of materials to be Recycled by the Contractor through this Contract.

2.1.5 The Contractor shall supply at the Commencement Date sufficient resources to collect Residual Household Waste from 54,200 properties and thereafter sufficient resources to collect Residual Household Waste from an additional 1000 properties per annum for each

year of the Term. The Contractor shall make allowance for this predicted expansion in his Tendered Annual Sums.

2.2 HOURS OF OPERATION FOR ALL WASTE COLLECTION SERVICES

2.2.1 The Contractor shall ensure that all Household Waste is collected in accordance with the Programme of Work and is Delivered in each case to nominated Delivery Points in accordance with the Specification and on the same day as the day of Collection except where instructed otherwise.

2.2.2 The Contractor shall generally perform the Services Monday to Saturday inclusive between 07.00 hours and 17.30 hours. Full Saturday working will only be permitted as part of catch up for bank holidays, as set out in the Approved Programme of Work. Prior written authorisation to work outside of these hours must be obtained in advance and in writing from the Authorised Officer.

2.3 TYPES OF WASTE TO BE COLLECTED

2.3.1 The Contractor shall collect both Recyclable Household Waste and Residual Household Waste. For the avoidance of doubt the Contractor shall not collect without special instruction any Household Waste defined as Bulky Waste.

2.3.2 The Contractor shall not collect without special written instruction any Waste comprising excavation, construction and similar Wastes; nor vehicles or any part of a vehicle.

2.4 COLLECTION OF RESIDUAL HOUSEHOLD WASTE

2.4.1 The Contractor shall collect Residual Household Waste using the lowest number of vehicle passes necessary to ensure efficient and effective collection.

2.4.2 Residual Household Waste shall be collected at each dwelling on the same day of the week and approximately at the same time in the day. The only exceptions permissible will be for collections in those weeks that include Christmas Day or bank holidays. The Contractor will only collect from authorised Containers.

2.4.3 The Contractor shall collect Residual Household Waste from the nominated Collection Point, usually within the curtilage of the property at the point nearest the highway. Residual Household Waste shall be contained within Wheeled Bin or black sacks (where advised). Where the householder and Authorised Officer have agreed a Collection Point

other than the curtilage of the property nearest the highway and/or a form of containment other than Wheeled Bin (usually Bulk Containers or sacks) the Contractor shall collect Residual Household Waste in accordance with the arrangements agreed between the householder and Authorised Officer.

2.4.4 The Authorised Officer shall supply the Contractor with a list of properties with alternative Collection Points and/or form of containment on a regular basis. In cases where the curtilage/boundary point of collection is questioned the Authorised Officer shall determine the Collection Point.

2.4.5 Where the form of containment is Wheeled Bin the Contractor shall not collect Side Waste **except:**

- a. where the Side Waste comprises only expanded polystyrene presented in sacks which shall be collected by the Contractor , and
- b. during the first collection to each household after Christmas Day when all Side Waste shall be collected by the Contractor and where possible Recycled by the Contractor.

Where the Contractor has no such duties to Collect the Waste the Contractor shall advise the resident why the Side Waste has been left by means of a sticker placed on each Side Waste sack or non-authorized Container.

2.4.6 The Contractor shall empty Wheeled Bins filled to such a capacity that the lid cannot be fully closed (the Smiley Container Policy). The Authorised Officer shall, from time to time prescribe to the Contractor what is an acceptable level of Container overfill in accordance with the Smiley Container Policy.

2.4.7 Where the form of containment is sacks the Contractor shall collect any number of sacks presented for collection up to a maximum of 4 sacks – the equivalent of 180 litres in capacity. For those properties with special circumstances the Contractor shall collect of any number of sacks up to a maximum of 5 sacks – the equivalent of 240 litres in capacity or up to a maximum of 7 sacks – the equivalent of 340 litres in capacity as the case may be and or instructed by the Authorised Officer.

2.4.8 Where the use of sacks at the curtilage causes Litter or similar problems (due to, for example, animal interference) householders may be permitted to place sacks into a

dustbin or other protective Container. Where so notified by the Authorised Officer the Contractor shall remove and convey these sacks in the normal way.

- 2.4.9 The Contractor shall collect any individual items of Household Waste that meet the definition of Small Bulky Waste and are not recyclable as if they were Residual Household Waste.
- 2.4.10 The Contractor shall only collect Household Waste. Where Waste other than Household Waste is presented by householders the Waste shall not be collected and the householder formally advised of the reasons for non-collection. Information about non-collections shall be passed to the Authorised Officer within four hours of the non-collection.
- 2.4.11 The practice of 'pulling out' of black sacks in advance of the collection vehicle arriving to collect Household Waste is only permissible 60 minutes in advance of the Waste being deposited into the collection vehicle. No blocking of access or egress at the pavement or roads will be permitted.
- 2.4.12 The 'pulling out' of Containers other than Black Sacks is not permitted. Containers must be returned to the Collection Point.

2.5 COLLECTION OF RECYCLABLE HOUSEHOLD WASTE

- 2.5.1 The Contractor shall collect a wide range of Recyclable Household Waste including the collection of glass bottles and jars, compostable food and garden Waste, cardboard, paper, drink/food and aerosol cans and various plastics, beverage drinks Containers, aluminium foil and foil Containers using the lowest number of vehicle passes necessary to ensure efficient and effective collection service.
- 2.5.2 The Contractor shall be responsible for the Recycling of all Recyclable materials from the point of collection including the management of any costs and income and all associated logistics and for the prompt reporting of weights collected and recycling rates achieved.**
- 2.5.3 The Contractor shall actively work with the Authorised Officer to add the collection of additional recyclable materials to those listed above. At all times during the contract period the Contractor shall collect at least the currently accepted range of materials.
- 2.5.4 The Contractor shall actively work with the Authorised Officer to ensure that the quality of each recyclable material is maximised by its collection method.

- 2.5.5 Recyclable Household Waste shall be collected at each location on the same day of the week and approximately at the same time in the day. The only exceptions permissible will be for collections in those weeks that include Christmas Day or bank holidays. The Contractor will only collect from authorised Wheeled Bin/Containers/boxes/sacks.
- 2.5.6 The Contractor shall collect Recyclable Household Waste from the nominated Collection Point, usually the curtilage/boundary (resident's side) of the property, using the agreed form of containment. Where the householder and Authorised Officer have agreed a Collection Point other than the curtilage of the property the Contractor shall collect Recyclable Household Waste in accordance with the arrangements agreed between the householder and Authorised Officer. The Authorised Officer shall supply the Contractor with a list of properties with alternative Collection Points on a regular basis. In cases where the curtilage/boundary point of collection is questioned the Authorised Officer shall determine the Collection Point.
- 2.5.7 Where the collection cannot be undertaken due to the Recycling having been contaminated by non-recyclable materials the Contractor shall
- a. advise the resident of why their Recycling has not been collected;
 - b. advise the Authorised Officer which properties have been left due to contamination no later than 7 am on the following day;
 - c. arrange for Bulk contaminated Recycling Containers to be emptied in accordance with directions provided by the Authorised Officer.
- 2.5.8 At the Commencement Date the Council shall transfer to the Contractor's charge its stock of Waste Containers. The Contractor will be responsible for undertaking the delivery of the Containers on the Council's behalf and the cost of delivering all Containers shall be borne by the Contractor. The Contractor shall thereafter maintain a stock of Container at all times so as to ensure that all customer requests can be met within the required response time.
- 2.5.9 For the avoidance of doubt the Council shall supply Containers of the forms in use prior to the commencement date to new properties, properties requiring additional Container capacity and in cases of loss, theft or damage not attributable to acts of negligence by the Contractor or any Sub-Contractor. In the event that alternative forms of containment to those in use at the commencement Date are brought into the service the costs of supplying and delivering the alternative forms of containment shall be agreed by the Partnering Board.

- 2.5.10 The Contractor shall not, without the prior consent of the Authorised Officer, undertake the collection of Waste textile from households. The Contractor shall co-operate with the Council and its chosen Contractor of textile Recycling services in the delivery of Recycling services to households.
- 2.5.11 The practice of 'pulling out' of sacks in advance of the collection vehicle arriving to collect Household Waste is only permissible 60 minutes in advance of the Waste being deposited into the collection vehicle. No blocking of access or egress at the pavement or roads will be permitted. The 'pulling out' of Containers other than sacks is prohibited at all times.
- 2.5.12 The Contractor shall empty and Recycle compostable sacks of Garden Waste on behalf of the Council's Mow and Grow voluntary services. Reusable sacks shall be replaced at the Collection Point by the Contractor in such a way as to minimise the risk of them blowing around or being disturbed.
- 2.5.13 In the case of Recyclable Household Waste, it is the Contractor's responsibility to not just collect this waste but to take ownership of it and to be responsible for ensuring that it is recycled in the meaning of local authority National Indicator 192 (see *National Indicators for Local Authorities and Local Service Partnerships: Handbook of Definitions, Revised Edition, May 2008*; DCLG <http://www.communities.gov.uk/documents/localgovernment/pdf/735112.pdf>) and in accordance with Guidance on the interpretation of key provisions of Directive 2008/98/EC on waste dated June 2012. Any income generated from this Household Recyclable Waste is to be retained by the Contractor. The Contractor is invited to propose a mechanism that allows the Council to share the financial benefits that might arise from unanticipated levels of income.
- 2.5.14 The Contractor is to divert this Waste for reprocessing using the proximity principle with materials being reprocessed within the UK as a priority, within the EU only if absolutely necessary and in other nations only as a last resort and only with the written consent of the Council.
- 2.5.15 The Contractor shall have or shall establish processes and systems for the accurate measurement and reporting of information pertaining to this Waste as required by the Authorised Officer. The Contractor shall submit to the Council the following information within two weeks of the end of each calendar month in respect of that calendar month:
- a. Dry Recyclables weights by load, time and date supplied on a daily basis;
 - b. Monthly reconciliation of separately collected glass received including quantity of reject (if any);
 - c. Monthly reconciliation of all co-mingled Dry Recyclables received broken down into various fractions and types and quantities of Waste and reject (if any);

- d. Quarterly contamination reports of the Council's co-mingled Dry Recyclables or glass (including details of Hazardous Waste);
- e. Details of the destinations of all sorted/collected Recyclables. This shall be reported on a quarterly basis with a breakdown of destinations for the different materials;
- f. Details of all Waste disposed of according to material weight, disposal method and destination on a monthly basis;
- g. Other measures and data reasonably required by the Authorised Officer for the purposes of effective Contract management and compliance with legal and regulatory requirements (e.g. Waste transfer note, Waste carriers licence and any trans-frontier agreements).

2.6 NOMINATED COLLECTION POINT

- 2.6.1 The nominated Collection Point for Household Waste shall be the point on the property curtilage nearest the highway. In the case of flats the nominated Collection Point shall be communal Waste stores or, in a few cases where there are no communal facilities, the front door of individual flats and other dwellings.
- 2.6.2 The Contractor shall return all reusable Containers to the correct nominated Collection Point following emptying.
- 2.6.3 The Council may issue an exemption to residential properties and estates which abut roads or streets not adopted by the local Council. In these cases the boundary shall be the front of the private resident's property where it joins the unadopted street and Household Waste shall be placed closest to the unadopted street.
- 2.6.4 Collections from the nominated Collection Point shall be carried out at the normal collection times and the service maintained irrespective of site conditions such as handling, mode of storage, access and egress, length of carry or any other problems or constraints.

2.7 ASSISTED COLLECTIONS

- 2.7.1 Assisted collections shall be offered to all households on the Assistance List. The Contractor shall maintain the Assistance List which will be updated from time to time by

the Authorised Officer. Any additions, deletions or changes to the Assistance List notified to the Contractor by the Authorised Officer shall be implemented immediately.

- 2.7.2 For those properties on the Assistance List the Contractor shall Collect Household Waste out from the rear of the property or any other place nominated by the Householder and agreed by the Authorised Officer.
- 2.7.3 For Assisted Collection properties the Contractor shall replace all Containers after emptying to the location in which they were found.

2.8 COLLECTION OF CONTRACT WASTES USING COMMUNAL CONTAINERS

- 2.8.1 The Contractor shall be responsible for the provision at all times of adequate serviceable Containers to meet current communal demand for Residual Waste and Recyclate storage containers throughout the Contract period and at no additional charge to the Council.
- 2.8.2 The Contractor shall, at his own expense, be responsible for repairing to a good standard or where repair is not economic the replacement of any Containers which become damaged during collection operations within three (3) Working Days of the occurrence.
- 2.8.3 Where there are new developments, all Residual Waste Containers are to be provided by the developer, and the Contractor shall assist in communications with developers to ensure services to those requiring them.
- 2.8.4 Containers provided to residents in new developments for the purposes of Recycling shall be provided by the Council and delivered to residents on its behalf and at no charge by the Contractor.
- 2.8.5 The Contractor shall collect Wheeled Bin or Bulk Containers from the Collection Point specified by the occupier of the property, subject to reasonable access. The Contractor shall empty the Containers and return them to the same position, unless this would cause an obstruction to any public highway, right of way or access or egress from any property.
- 2.8.6 The Contractor will be required from time to time to supply, collect, clean and/or deliver Bulk Containers. Payment for the service will be in accordance with the Dayworks provisions. This requirement relates only to the Bulk Container service operating prior to the Commencement Date and not to any future changes in service design which may result in the Bulk supply of Wheeled Bin and/or Containers.

2.8.7 For those domestic properties owned by the Council and using Communal Containers, the householder shall be taken to be the Housing Service of Epping Forest District Council rather than any tenant or licensee.

2.8.8 In and around communal areas used for the storage of Wastes all Residual Household Waste contained in sacks shall be removed by the Contractor at the time of collection whether or not the sacks are inside or outside of the Bulk Containers. Where uncontained Household Waste is presented the Waste shall not be collected and the householder formally advised of the reasons for non-collection. Information about non-collections shall be passed to the Authorised Officer and the householder or managing agent on the same day as the loose waste was discovered by the Contractor.

2.9 CONTAMINATED COLLECTIONS

2.9.1 Where the collection/s cannot be undertaken due to the Recycling having been contaminated by non-recyclable materials the Contractor will immediately 1) advise the business in writing of why their Recyclate has not been collected 2) advise the Authorised Officer which properties have been left due to contamination.

2.10 HAZARDOUS WASTE

2.10.1 In any instance where the Contractor encounters Hazardous Waste he shall collect or otherwise protect the Waste until suitable collection arrangements may be made. In particular, the Contractor shall ensure that the public are protected at all times from Hazardous Waste and its impacts on Health, Safety and Welfare. Hazardous Waste shall be kept separate from other Wastes (including other Hazardous Wastes) and the Contractor shall seek immediate advice from the Authorised Officer as to the Delivery Point for the Hazardous Waste.

2.10.2 The Contractor shall ensure that all appropriate measures are employed in the safe management of Hazardous Waste items.

2.11 COLLECTION OF BULKY WASTE

2.11.1 The Contractor shall collect Household Waste that for reasons of shape, size or construction cannot fit into a volume equivalent to that of a 180 litre wheeled Container and/or where the weight of any individual item is in excess of 25 kilograms (Bulky Waste) except for items of furniture with re-use potential.

- 2.11.2 The Council shall be responsible for receiving all service requests for Bulky Waste collections. All Bulky Waste service requests will be allocated a collection day by the Council. Bulky Waste service requests will be routed by collection day and the routes assigned to the Contractor through the agreed case management / CRM system at least one (1) Waste Working Day prior to the collection day.
- 2.11.3 The Contractor shall develop, propose and implement and operate an innovative self-financing system for the collection of Bulky Waste that minimises the risk of fly-tipping.
- 2.11.4 The Contractor shall only collect Bulky items of Household Waste that are stored in the open air and are of the general description given by the householder. Bulky Waste that is not clearly identified for collection, reasonably accessible, adequately contained or wrapped and suitable for manual lifting and carrying by not more than two persons shall not be collected. Where Bulky Waste is not collected for any the reasons given above the householder shall be formally advised of the reasons for non-collection..
- 2.11.5 For Bulky Waste collections from communal Waste stores the Contractor shall make all necessary arrangements for access to the store and for the transport the Bulky items to the collection vehicle.
- 2.11.6 The Contractor shall endeavour to Recycle as much Bulky Waste as possible.
- 2.11.7 The number of Bulky Waste collections made by the Contractor shall be recorded and a summary forwarded to the Authorised Officer each month.

2.12 BULKY WASTE: OZONE DEPLETING SUBSTANCES: REFRIGERATORS, FREEZERS

- 2.12.1 The Contractor shall separately collect Bulky items of Household Waste containing Ozone Depleting Substances (ODS) (such as refrigerators, freezers, or combined refrigerator/freezers) so that the ODS contained in them can be extracted for destruction.
- 2.12.2 The Contractor shall collect Bulky items of Household Waste containing Ozone Depleting Substances in such a manner so as not to permit the release of the ozone depleting substances contained in them.
- 2.12.3 The Contractor shall deliver Bulky items of Household Waste containing Ozone Depleting Substances to the Langston Road depot for storage prior to collection by the Waste Disposal Council's Contractor.

2.12.4 The number of Bulky Waste collections containing Ozone Depleting Substances made by the Contractor shall be recorded and a summary forwarded to the Authorised Officer each month.

2.13 COLLECTION OF FURNITURE

2.13.1 The Council has made separate arrangements for the collection of furniture with re-use potential. The Contractor shall not collect Bulky Waste subject to this separate Contract. The Contractor shall work with Council and its partner to maximise the re-use and Recycling of the furniture element of Bulky Waste.

2.14 BRING SITES

2.14.1 The Contractor shall:

- a) assume responsibility for the day to day management of the existing Contracts and contracts with the organisations currently servicing the Bring Sites.
- b) assume responsibility for marketing of materials emanating from Bring Sites for Recycling;
- c) arrange for collections of materials from all Bring Sites at a frequency sufficient to avoid overflow and spillages.
- d) keep the sites, clean, free from flyposting, tidy, easy for access and use by the public, and clearly labelled, locked and secured. It will be the Service Contractor's responsibility to keep the Bring Sites clear, of all Waste materials.
- e) with three (3) months of assuming responsibility for the Bring Sites carry out a condition survey of all banks and provide for the consideration of the Authorised Officer a plan for ensuring all banks are safe and serviceable.
- f) maintain the banks at all times throughout the Contract Period.

2.15 DELIVERY OF COLLECTED LOADS OF WASTE

2.15.1 The Contractor shall dispose of all Household Waste arising under this Contract at the sites nominated by the Authorised Officer, including those sites provided by the Waste Disposal Council for the transfer, treatment and disposal of Municipal Waste. These shall be:

Material Collected	Transferred to	At Site
Household Residual Waste	Essex County Council	Harlow transfer station
Garden Waste / food Waste	Essex County Council	Harlow transfer station BUT subject to change during contract period.
Garden Waste sacks	Essex County Council	Harlow transfer station BUT subject to change during contract period.
Street Cleansing (Household) Wastes	Essex County Council	Harlow transfer station (*Has to be stored by Contractor Sat-Sun inclusive)
Flytipped Waste	Essex County Council	Harlow transfer station as residual unless furniture or WEEE
Abandoned Vehicles	Nominated ELV Registered handler	Site
Household Mixed Dry Recyclables	Contractor <u>owns</u> and <u>Manages</u> materials Following collections.	Contractor ensures Recycling of these Materials in the meaning of NI192*
Glass		
Bring Site materials		
Social enterprise for textiles	Reuse arrangements	Markets
Social enterprise for furniture	Reuse arrangements	Markets
WEEE Fridges/Freezers/CRTs	Essex County Council	Designated Collection Facilities (DCFs) for WEEE.

*See Definitions and Appendix 1

2.15.2 In the event that the Contractor is instructed by the Authorised Officer to travel further (than he normal would have to do so) to reach an alternative Delivery Site the Council will make any additional payment equivalent to the net additional mileage to the alternative tip site so as to ensure that the Contractor is left in no better or no worse position. Provided that the amount paid does not exceed any tipping away or other similar payment that the Council received from the Waste Disposal Council because of the requirement to travel further. In particular the Contractor shall not receive any payment or acknowledgement of travel costs for the first five miles beyond the District Boundary.

2.15.3 The Council shall also be entitled to net off against any costs (calculated on the same basis) from the arrangements in 2.15.2 any savings made by the Contractor since Contract Commencement where Delivery Points have allowed savings on transport costs.

2.15.4 Where materials have been separated for disposal at different disposal sites as designated by the Authorised Officer it will be considered to be a contractual failure should the separated materials be mixed, contaminated or conveyed by Contractor to the incorrect end disposal site.

2.16 CONFIDENTIAL COUNCIL WASTES

- 2.16.1 The Contractor shall provide a service for the Collection and Destruction of Confidential Waste emanating from the Council's own activities. This will include an on-site secure confidential materials shredding service. The majority of the material will be paper but there is also a requirement for the shredding of CD's and plastic credit type cards with the shredded materials being removed from the site for environmental Recycling
- 2.16.2 The service must allow for the option for on-site shredding of paper only, with the Contractor then Delivering the shredded material into the Council waste paper banks.
- 2.16.3 The Contractor shall ensure the secure collection, storage, removal and disposal of all confidential materials so that at no time these materials are out of the Contractors possession, or capable of being deciphered once disposed of.
- 2.16.4 Confidential waste shall be signed for by the nominated Contractor's staff at the point of collection, and the Contractor staff member shall further indicate on each disposal, that it has been adequately destroyed. All Contractor's staff engaged in the disposal of confidential waste must be security cleared to an appropriate level, and the Contractor shall be responsible for ensuring that only those staff appropriately cleared have any access whatsoever to confidential waste and that all confidential waste is disposed of in line with current guidance, legislation and the Contractor's own submitted Method Statements.
- 2.16.5 At this time several separate sites have a requirement for this service. These and their requirements are listed in the Appendices. For some Sites there is a requirement for the contractor to supply confidential waste bins for indoor use by the client for the collection and storage of waste materials waiting shredding.
- 2.16.6 The Council may, from time to time, audit the records of confidential waste disposal and destruction routes.

2.17 WASTE ACCEPTANCE CRITERIA

- 2.17.1 All Delivery Points used by the Contractor in the delivery of the Services employ Waste Acceptance Criteria. The Contractor shall ensure that it complies with the Waste Acceptance Criteria at all Delivery Points.

2.17.2 .If the Contractor Collects Waste which cannot meet the Waste Acceptance Criteria at any Contract Delivery Point it shall ensure the safe Recycling, Reuse or Disposal of that Waste through its own arrangements and at its own costs.

2.18 DELIVERY OF CONTAINERS AND LITERATURE

2.18.1 The Contractor shall supply and pay for sufficient stock of Containers (which shall include plastic sacks) for

- the Residual Household Waste service (including black sacks),
- the Recyclable Household Waste service (including clear sacks)
- blue boxes for glass;
- Communal Containers;
- Any other required Containers

2.18.2 The Contractor shall deliver

- a. all types of Containers to all householders at a frequency sufficient to maintain supply and
- b. new sets of Containers to householders within two Waste Working Days of an instruction by the Authorised Officer.

2.18.3 Containers, information leaflets, Container hangers and other promotional materials shall be delivered by the Contractor at a frequency agreed with the Authorised Officer.

2.18.4 Deliveries shall take place over an agreed period of time and shall be made to every domestic property (flatted and non-flatted); mixed hereditaments and another properties considered by the Authorised Officer to be domestic. Where deliveries are undertaken on behalf of the Authorised Officer distribution returns should be provided by the Contractor detailing how the distribution is progressing and which properties/areas/roads have been distributed too.

2.18.5 Sacks and, if required, information leaflets shall be placed by the Contractor through the letterbox or on the doorstep of each property or some other place within the curtilage of the property as directed by the Authorised Officer. Residual Household Waste sacks

(black sacks) shall only be delivered to households exempt from using Wheeled Bin as identified from time-to-time by the Authorised Officer.

2.18.6 The Contractor is to assist the supplier of the sacks and information leaflets with off loading and removing to storage of said sacks and information leaflets at the time of their delivery to the depot. Sacks and information leaflets shall be stored undercover. The Contractor shall implement, manage and maintain a system of access and inventory control that provides a satisfactory audit of the sacks and information leaflets.

2.18.7 The Contractor shall provide all operational information necessary for information leaflets including collection calendars. Collection calendars shall be prepared for each year of the Term one year in advance of their coming into use.

Bank Holiday Collections

2.18.8 The Contractor shall make provision for collections either on bank holidays (except Christmas Day and New Year's Day) or for collections that should have been undertaken on a bank holiday not worked.

Christmas arrangements

2.18.9 The Contractor shall make particular provision to ensure that collection services are maintained over the Christmas period in agreement with the Council. It is important to the Council that, wherever feasible, revised Collections schedules are co-ordinated so that a simple, easily understood Service is presented to residents.

2.18.10 The Contractor shall submit no later than July 31st in any year his proposed schedule for the following Christmas and New Year period.

2.18.11 The Authorised Officer shall review the proposed schedule and amend or otherwise approve the proposed schedule. Once in receipt of the Authorised Officer's written approval the Contractor shall ensure the implementation of the plan as approved.

2.18.12 At locations served by Communal Containers there will be a need to carry out backlog working as many premises have limited storage capacity.

2.18.13 The Authorised Officer shall be entitled to require collections of all Side Waste for a period no longer than 14 Calendar days over each Christmas and New Year period.

2.18.14 The revised Collection Programme shall be publicised by the Contractor and the Contractor shall post notices through the letterbox of each Property informing the occupier of each Property of the programme changes. The Contractor shall be responsible for the administration and all costs associated with printing and distributing leaflets to each of the properties affected by a change in the day of collection a minimum of 2 weeks before Christmas. The wording of the leaflet shall be approved by the Authorised Officer in advance.

2.18.15 The Contractor shall ensure that where prior written authorisation has been given to work outside the hours specified there is access to a suitable Delivery Point and that all collections are made to this delivery point during the agreed opening hours.

3.0 COMMERCIAL WASTE COLLECTIONS

3.1 SERVICE REQUIREMENT

- 3.1.1 The Council does not currently provide a Commercial Waste Collection Service.
- 3.1.2 The Council may require the Contractor to collect Commercial Waste on its behalf to achieve compliance with its duties under S.45 of the Environmental Protection Act 1990. In such cases the Contractor shall make its own arrangements for the Recycling or Disposal of Commercial Waste collected, and shall ensure that a charge be levied on the service user so as to recover the full costs of the Service.
- 3.1.3 The Council would like to see a greater proportion of local Commercial Waste being Recycled or Reused by whatever means.
- 3.1.4 The Council is interested in exploring joint venture and other proposals with the Contractor, and invites proposals for discussion.
- 3.1.5 The Contractor is free to run local Commercial Waste and recycling collection services but the co-collection of Commercial Waste with Contract Waste is prohibited without the written consent of the Authorised Officer. The consent of the Authorised Officer shall not be granted in the absence of strict audit procedures, agreed volume / weight conversion factors, and the right of access to any part of the service and staff by the Authorised Officer and representative of the WDA.
- 3.1.6 Any Service approved shall be managed by the Contractor in strict compliance with his submitted service design and financial model.
- 3.1.7 In cases where the nominated Collection Point is questioned or access & egress problems exist the Authorised Officer shall determine the Collection Point.

4.0 CONTAINER MANAGEMENT

- 4.1.1 The Contractor shall be responsible for the provision at all times of adequate serviceable Containers to meet current demand throughout the Contract period and at no additional charge to the Council. The specification of any Container for use on this Contract must be approved in writing by the Authorised Officer in advance of purchase.
- 4.1.2 The Contractor shall, at his own expense, be responsible for repairing to a good standard or where repair is not economic the replacement of any Containers which become damaged during collection operations within three (3) Working Days of the occurrence.
- 4.1.3 Where there are new developments, all Residual Waste Containers are to be provided by the developer, and the Contractor shall assist in communications with developers to ensure services to those requiring them.
- 4.1.4 Containers provided to residents in new developments for the purposes of Recycling shall be provided by the Council and delivered to residents on its behalf and at no charge by the Contractor.
- 4.1.5 At the Commencement Date the Council shall transfer to the Contractor's charge its stock of Waste Containers. The Contractor will be responsible for undertaking the delivery of the Containers on the Council's behalf and the cost of delivering all Containers shall be borne by the Contractor.
- 4.1.6 The supply of Containers to existing flats and multi occupancy dwellings generally is the responsibility of the Management Agents involved however the Council can elect to supply and charge (or supply free of charge) when required, and the Contractor shall comply with any instructions in this regard as if given under 4.1.2.
- 4.1.7 The Council wishes to make certain that the speed and quality of Container distribution ensures resident satisfaction is high and disruption to their collection services is minimized.
- 4.1.8 The Contractor will be tasked with the distribution of all Containers to end locations (either resident addresses or nominated distribution outlets) in such a way as to ensure continuity of service is maintained and customer satisfaction is maximized. This will include
- Bulk Containers (for residual and Recycling)
 - 2 Wheeled Bin (various sizes for residual and food and garden collections)

- Boxes
- Sacks (Black and clear)
- Kerbside Caddies
- Kitchen Caddies
- Compost Containers
- Any other miscellaneous Containers

4.1.9 The Contractor will be tasked with the collection of any unwanted, damaged, broken or unapproved Container required of them and for its a) washing b) dismantling (if applicable) restacking and c) returning to stock (if applicable) or d) for cannibalization for reusable parts should the Container be damaged beyond compare..

4.2 DELIVERY, COLLECTION OR SWAP OVER OF CONTAINERS

4.2.1 The Council will collate all the requests received either directly from residents or via the Contractor for the distribution of Containers and Containers onto their in-house computer system.

4.2.2 The Council will provide the Contractor with a report that details any request for delivery and/or collection of new, replacement, damaged, broken unapproved, smaller, larger, medical or any other miscellaneous Container request.

4.2.3 The Contractor will ensure that all such requests are fulfilled within one Waste Working Day and to the satisfaction of the Authorised Officer and in a timescale as approved by the Authorised Officer.

4.2.4 The Contractor will provide the Council with the following information to show the completion of each request:-

- The date the request was enacted
- The serial number (if applicable)of any Container collected
- The serial number (if applicable) of any Container delivered
- Whether the Container has been repaired or exchanged

- Whether a Container is found on site and no action taken

4.3 WASHING, MOVING, AND RETURNING CONTAINERS TO STOCK

- 4.3.1 The Contractor must ensure that all reused Containers are before re-issue jet- or pressure-washed, disinfected and any spent stickers, or painted house numbers are to be removed. The standard of washing must be high and to the satisfaction of the Authorised Officer. Washed Containers must be to a high enough standard that enables them to be re-issued/re-distributed to residents in the future.
- 4.3.2 The Contractor will provide a detailed return listing the number and size of Containers washed, number of damaged Containers deconstructed, number of resultant spares generated through deconstruction.
- 4.3.3 Any Container that is considered to be broken or damaged beyond future redistribution should be dismantled by the Contractor to ensure that any usable lid, axle, wheel or body that may be reused in the future is held in stock.
- 4.3.4 The Contractor will ensure that the stock of Containers is used to the best advantage by replacing lids, lugs, axles and wheels when required to fulfil deliveries and ensure that the stock of Containers lifespan is maximized.

4.4 RETRIEVAL OF UNAPPROVED CONTAINERS

- 4.4.1 The Contractor will assist the Council to retrieve unapproved Containers from residents on the day of collection.

4.5 COMMUNICATION

- 4.5.1 The Contractor will leave a leaflet or other communication method as directed by the Authorised Officer to advise residents that a delivery or swap over could not be enacted to due to non access to Containers.
- 4.5.2 The Contractor will ensure that the operatives have a method to contact residents (if required) to arrange a date and time for access.

4.6 REPORTING OF DAMAGED CONTAINERS

- 4.6.1 The Contractor shall ensure that there is a mechanism in place to inform the Council of any damaged or broken Containers and Containers (Recycling or residual) found on site.

Or for any Container that inadvertently falls into the hopper of the vehicle. The Contractor will ensure that the report is submitted on the day of collection.

4.6.2 If the Container is found to be still serviceable the Contractor will ensure that the Container is emptied on the day of collection. If the Container is considered not to be serviceable and the contents are left the Contractor will ensure that this is noted on the report of the damaged/broken Container.

4.6.3 The Contractor will also ensure that (whether the Container is emptied or not) the Container is stickered to inform the resident that

a. the Container is damaged

b. in the case of Bulk Containers only that they should inform their management agents and that the Container will not be emptied again until the damage is mended.

c. in the case of 2 Wheeled Bin on domestic properties – that a report has been submitted on their behalf to the council that their Container is damaged

4.6.4 The Contractor will ensure that in the case of 2-Wheeled Bin on domestic properties that the Container is either swapped over or emptied on the day of collection by non Container lift mechanisms.

4.7 HEAVY CONTAINER PROCEDURE

4.7.1 If a Container or Container is considered too heavy to be emptied the Contractor must ensure that the crew advises their Supervisor of the problem immediately and a sticker is applied to the Container advising the resident that the Container is too heavy to be emptied

4.7.2 The service Supervisor must inform the Authorised Officer(s) and arrange to meet on site to determine

a) if the Container is too heavy to be emptied

b) the cause of the heaviness

4.8 FROZEN CONTAINER PROCEDURE

4.8.1 In icy conditions if the contents of Containers (particularly food and garden Containers) are found to be too frozen to be emptied properly. The Contractor must ensure that an attempt is made to empty the contents. The Contractor must then ensure that there is a method in place to communicate the problem to the resident (such as a Container hanger or Container tag).

4.8.2 Where crews have applied this communication method the Council must be made aware of the house names and/or numbers involved.

4.9 DISPUTED NOT OUTS OR CONTAINERS NOT ON BOUNDARY

4.9.1 The Contractor will ensure that crews provide details of any property that has not put their Containers out for collection or any property where the Containers have not been put on the boundary of the property.

4.9.2 The Council will process this information as long as it is received before the call centre phones open the day after collection.

4.9.3 The Council will where possible avoid returns for collection by informing residents that their Containers were either not out for collection at the correct time, or not on the boundary of their property (with the exception of those approved for Assisted Collections).

4.9.4 Should residents dispute the crew's information the decision to return will be at the discretion of the Authorised Officer. The Authorised Officer's decision is final.

4.10 CONTAMINATED BULK CONTAINERS

4.10.1 When Bulk Recycling Containers are found by the Recycling collection crews to be contaminated the Contractor shall communicate this information to the Council on the day of collection.

4.10.2 The collection crew must use a Container hanger or Container tag to advise the residents that the Container could not be emptied due to contamination.

4.10.3 Although the Council will endeavour to enforce and resolve issues of Bulk contamination in some cases the Contractor will be requested to have the Containers emptied by the refuse crews on their next collection attendance.

4.11 CONTAMINATED DOMESTIC CONTAINERS

4.11.1 Contaminated domestic Containers must be stickered to advise the resident why the Container has not been emptied.

4.11.2 Although the Council will endeavour to enforce and resolve issues of Bulk contamination in some cases the Contractor will be requested to have the Containers emptied by the refuse crews on their next collection attendance.

4.12 SACK DISTRIBUTION

4.12.1 The Contractor will ensure that when distributing black sacks to residents that sacks are (where possible) posted through letter boxes. Properties so served are listed in the Appendices.

4.12.2 The Contractor shall ensure it holds sufficient stock to ensure that no outlet or store runs out of sacks.

4.12.3 The Contractor is to work with the Council to develop a continuous doorstep feeding system to deliver clear Recycling sacks directly to residents' doors when requested. The Contractor will mobilize this feeding system as of the first Contract anniversary.

4.13 RECORDS OF REQUESTS AND REPACEMENTS

4.13.1 The Contractor must ensure that accurate records are provided to the Council on a monthly basis for the movement in and out of all Containers. .

5.0 STREET CLEANSING

5.1 DESCRIPTION OF SERVICE

5.1.1 Street Cleansing services as applied to Epping Forest District Council includes the following operations: -

- Street Cleansing.
- Car parks Cleansing.
- Markets Cleansing.
- Litter bins service.
- Dog Waste Container service.
- Removal of leaf and blossom fall.
- Removal and storage of street furniture.
- Removal of rubbish and fly tips.
- Emergency services.
- Subway Cleansing.

The service requirement for each of these activities is set out below.

5.1.2 Without prejudice to the Programme of Work and Method Statement the Contractor shall provide sufficient resources to meet the demands of the Code of Practice on Litter and Refuse (COPLA) (pursuant to Environmental Protection Act 1990).

5.1.3 This Service is intended to Cleanse areas categorised by the Council as Zones 1, 2, 3, 4, 5, 6 and 7 as defined in the Environmental Protection Act and the Code of Practice, to the standards required by those provisions.

5.1.4 Rapid Response Environmental Teams shall be provided and will be available to the Authorised Officer or his representative at all times for ad hoc activities in addition to their routine workload.

5.1.5 As part of the Regular Service, the carriageways and footways specified within the Schedules are to be Cleansed in accordance with the requirements of the Specification, at the frequencies required for each area and variously described. This shall include all areas

within the boundary of the Highway, including the Carriageway, Footway and Other Highway Areas, are to be Cleansed in accordance with the requirements of the Specification, to the standards required for each area and variously described within each Schedule.

- 5.1.6 The Emptying and Cleansing of Litter bins is to be included as part of the Regular Service.
- 5.1.7 The Regular Service also extends to the Cleansing and/or Litter picking of Car Parks, Recycling Areas, Litter bins, Subways, traffic islands, pedestrian refuges, and Adopted Passageways, all of which are scheduled within the Appendices.
- 5.1.8 The Regular Service also extends to the collection and storage of shopping trolleys pending their collection by a rightful owner.
- 5.1.9 The Contractor shall Cleanse all streets, public rights of way, footpaths including all footpaths away from carriageways, carriageways, grassed verges, hedges, public areas, boundary to boundary including ditches except where areas being Cleansed are adjacent to forest land with no defined boundary, then two (2) metres length from the highway boundary into grassed verges, forest land and hedges from the area being Cleansed shall be included.
- 5.1.10 The Contractor may Cleanse most carriageways mechanically, but before such equipment is used on the footways the type of machine and location of its use must be approved by the Authorised Officer. Any roads that cannot be Cleansed to the required standard mechanically for any reason shall be Cleansed manually. Litter picking alone is not an acceptable method of street Cleansing other than where there is no defined kerb line and the alternative has been approved by the Authorised Officer or on those routes identified as Zones LPR.
- 5.1.11 In Zone 1 areas the Contractor shall provide operatives equipped with orderly barrows. These staff shall be provided with PPE and equipment providing a professional image in these centres. Several satellite storage areas exist for the Contractor's equipment (See Appendices).
- 5.1.12 When operating mechanical sweeping equipment on footways and bridleways the Contractor shall comply with the requirements of the Vehicles (Conditions of Use on Footpaths) Regulations 1963 (as amended) and the relevant sections of the Highways Act 1980 (as amended).

- 5.1.13 The Contractor shall undertake the removal of grass and weeds from roads as necessary to maintain the required standards of cleanliness.
- 5.1.14 The Contractor shall Cleanse all traffic islands and roundabouts, chevrons including all approaches to the standard required for the area of intensity in which they are located at the same time as the adjacent carriageway.
- 5.1.15 The Contractor shall ensure that all carriageway gully grates and grilles remain free of debris arising from Cleansing activities. Where such debris causes a blockage sufficient to stop the free flow of rainfall and other similar run-off the Contractor shall be responsible, at his own expense, for removing said blockage and ensuring that the free flow of rainfall and other similar run-off is reinstated.
- 5.1.16 The Contractor shall ensure that the defined streets and related carriageways and footways (identified by in the Appendices and as further instructed by the Authorised Officer) are kept free of chewing gum by routine use of appropriate removal equipment.
- 5.1.17 The Contractor shall ensure that all (where installed) cigarette ashtrays outside shops, on Litter bins and otherwise identified are emptied in accordance with the street Cleansing frequency of the road on which they are installed.
- 5.1.18 The Contractor shall ensure that the back line of all pavements, alleyways and footpaths shall be cut back on an annual basis (or as requested by the Authorised Officer) to ensure that weed, soil and detritus encroachment is minimised and that the rear edge of the pavement, alleyway or footpath is continually re-defined.
- 5.1.19 Extendable Litter pickers or other mechanisms shall be made available and employed to ensure that Litter is removed from under hedges and along fence lines with vegetation.
- 5.1.20 The Contractor shall ensure that street Cleansing operatives are proactive in their approach to all street Cleansing operations. Operatives should report incidences of fly tipping, graffiti, excessive gum, excessive Littering etc when seen even when not on their street Cleansing rounds.
- 5.1.21 All street Cleansing staff shall report on a daily basis which roads have been Cleansed detailing time entrance and exit to roads. The Contractor shall immediately share this information with the Council.

5.1.22 The Council will be looking for the Contractor to demonstrate innovative methods of ensuring that Street Cleansing front line staff are actively engaged in the task assigned to them with good levels of motivation and enthusiasm for the task in hand.

5.2 REMOVAL OF RUBBISH AND FLY TIPPING

5.2.1 The Contractor shall immediately remove, transport and convey to Delivery Points all accumulations of rubbish up to and including 2.5 m³ in volume on any part of a street or public place. All fly tipping of unwanted items of furniture and other household items of any size will be dealt with by the Contractor in same manner. Wherever practicable the Contractor shall send Waste so Collected for Recycling.

5.2.2 Where accumulations of rubbish larger than 2.5 m³ in volume are encountered the Contractor shall photograph the waste before searching through the items for any indication of the origin of the Waste. Photographic and other evidence should be shared with the Authorised Officer within 1 Working Day.

5.2.3 The Contractor shall within four (4) hours of notification by the Authorised Officer remove any items or materials other than asbestos and chemical Waste which have been dumped on the highway and which comprise an aggregate volume of 10 cubic metres or less. The Contractor shall provide this service on every Working Day and shall remove, transport and dispose of such accumulations, Recycling materials wherever possible.

5.2.4 Where the items or materials dumped comprise an aggregate volume in excess of 2.5 cubic metres, or consist of asbestos or chemical Waste, or require mechanical handling the Contractor shall make proposals to, and seek the instructions of, the Authorised Officer.

5.2.5 The Contractor shall clear all accumulations of waste within four working hours of an instruction from the Authorised Officer. Payment for any works done following such instructions shall be made in accordance with the Day Works provisions.

5.2.6 There are a number of sites in the Council area where Waste dumping is frequent occurrence. The Contractor shall inform the Authorised Officer immediately when a new such site is noted. The Authorised Officer will from time to time supply the Contractor with the current schedule of dumping hotspots. The Contractor shall clear these hotspots of all items or materials dumped without any other prior notification and as part of the routine scheduled workload. The Council will take reasonable steps to use its enforcement powers to prevent such routine dumping. The Council may require the co-operation of the

Contractor at any time in the investigation of the source of any such dumped Waste prior to its clearance.

- 5.2.7 The Contractor shall maintain to the satisfaction of the Authorised Officer a recording and reporting system detailing the locations and frequencies of all clearance of dumped items or materials.
- 5.2.8 The Contractor shall ensure that the driver(s) of any vehicles(s) deployed on this Service are equipped with a communication system in the vehicle so that reports of dumps can be immediately relayed to them.
- 5.2.9 The Contractor may be instructed by the Authorised Officer to remove from the public highway, and store, builders' materials or other items. These materials shall be kept safely at the depot until the Authorised Officer issues instructions to remove the materials to tip or to release the materials to a person nominated by the Authorised Officer. Payment for any works done following such instructions shall be made in accordance with the Day Works provisions..
- 5.2.10 The Contractor shall not without the express written instruction of the Authorised Officer remove deposits or building materials left on the highway by statutory undertakers.

5.3 CAR PARKS CLEANSING

- 5.3.1 The location of Council car parks is set out in the Appendices. All Council car parks and their surrounding hedges/vegetation or fence lines /backlines shall be Cleansed to the standard required for the area of intensity in which the car park is located at the same time as the adjacent carriageway. Where the standard of cleanliness falls below Grade B the Contractor shall return the area to Grade A standard within 4 hours.

5.4 SUBWAY CLEANSING

- 5.4.1 If required by the Authorised Officer the Contractor shall Cleanse and disinfect using an approved disinfectant all subway floors and walls by the use of high-pressure washer jets to remove all surface dirt and engrained dirt, dust marks, graffiti and other unwanted markings. Payment for the service will be in accordance with the Day Works provisions.

5.5 MARKET CLEANSING

- 5.5.1 When markets are held in specified roads or parts of a road mechanical Cleansing operations shall be suspended for that particular day for the area the market occupies.
- 5.5.2 The Contractor is required to bring the area occupied by the market to the required standard within four hours of last stall removal.

5.6 SPECIAL EVENTS

- 5.6.1 The Contractor shall provide Commercial Waste collection services for special events such as fairs, processions, street parties etc as and when required by the Authorised Officer. The Contractor shall deliver/collect Containers, collect and remove all Household Waste from special events. The Contractor shall endeavour to separate Recyclable Commercial Waste from general Commercial Waste. Payment for the service will be in accordance with the The Dayworks provisions. to this Contract.

5.7 REMOVAL OF LEAF AND BLOSSOM FALL

- 5.7.1 The Contractor shall remove leaf and blossom fall to the same standards and at the same frequency as other Litter and refuse in the areas in which the leaf and blossom fall occurs.
- 5.7.2 The Contractor shall prepare no later than July 31st each year a leafing plan in respect of the following autumn period and shall submit this for the approval of the Authorised Officer. The plan will show how existing and additional resources shall be deployed in the collection and Recycling of leaf fall, and tasks prioritised to ensure highway safety and local amenity.
- 5.7.3 The Contractor shall implement an autumn inspection regime that monitors road conditions and instigates the removal of leaf and blossom fall within one (1) Working Day. The Contractor shall also respond to requests from the Council to remove hazardous accumulations of leaves in the same time scale.
- 5.7.4 Notwithstanding the leafing Plan, the Contractor shall ensure that at all times no danger is posed to Highway users through accumulations of fallen and decomposing leaf and blossom.
- 5.7.5 Where the correct quality standard can be met (and especially avoiding materials from sites experiencing high levels of motor traffic) the Contractor shall dispose of leaf fall at

one of the approved composting sites, Currently Harlow Transfer Station. Where leaf fall is contaminated with Litter and traffic deposits the material shall be managed as Residual Household Waste.

5.8 REMOVAL OF GRAFFITI, AND FLY POSTING

- 5.8.1 The Contractor may be required to remove graffiti, and fly posting from car parks, walls, equipment, subways, highway surfaces and other areas. The specification for this work will be determined at that time and payment for the service will be in accordance with the Day Works Schedule.
- 5.8.2 Where an instruction from the Authorised Officer is issued to remove obscene or racist graffiti or fly posting the Contractor is required to attend to the request within four (4) working hours of receiving an instruction to carry out the removal.
- 5.8.3 Where fly posting is observed on street furniture during a scheduled Cleanse, excluding statutory undertakers' equipment, it shall be removed at the same time as the Cleansing takes place.
- 5.8.4 Fly-posting on statutory undertakes' equipment shall only be removed on the instruction of the Authorised Officer

5.9 LITTER AND ON-STREET RECYCLING CONTAINER SERVICE

- 5.9.1 The Council wishes to maintain a Litter bin service at all times and in all locations that they are needed. Accordingly the Contractor will empty and Cleanse Litter, or on street Recycling Containers, with the Council responsible for providing and fixing replacement and/or new Litter bins. For the avoidance of doubt where Litter bins are secured by a lock the Contractor shall be responsible for the issue and replacement of lock keys. Only lock keys supplied by the Litter bin manufacturer shall be used to open Litter bins.
- 5.9.2 The Contractor shall ensure that:
 - a) No Litter bin or Recycling Container is ever allowed to become more than three quarters full at any time
 - b) Every Litter bin or Recycling Container is emptied at the time of Cleansing of the location in which it is situated and that Litter surrounding a Litter bin for a distance of 5 metres is swept up and removed, (after the Litter bin has been emptied) and

- c) In any event every Litter or Recycling Container is emptied at a frequency of not more than 14 days.

For the avoidance of doubt this provision also applies to Litter bins in public open spaces supplied with the Contract of the Authorised Officer by third parties for use by the general public.

5.10 LITTER BINS

- 5.10.1 The Contractor will be responsible for all purchases, storage, installation, maintenance, repair, replacement and washing of all existing Litter bins within the rates tendered. All litter bin keys shall be transferred to the Contractor at Contract Commencement.
- 5.10.2 When a Litter Bin requires replacement the Contractor shall do so on a like for like basis and at no additional charge to the Council.
- 5.10.3 The Authorised Officer shall specify the type of Litter bins, specialised Litter bins and liners which the Contractor shall purchase from a supplier approved by the Authorised Officer. The Contractor shall record details of Litter bins and liners purchased and replaced.
- 5.10.4 The Contractor shall ensure that each Litter bin and associated liner is thoroughly cleaned inside and out, using water and a cleaning agent approved by the Authorised Officer twice a year at an interval of more than five but less than seven months between cleanings. If additional cleans are thought to be required, the Contractor shall report to the Authorised Officer who shall instruct accordingly. Any additional cleans will be paid for in accordance with Daywork Rates.
- 5.10.5 The Contractor shall ensure when carrying out such washing, that any drainage holes in the Litter bins, specialised Litter bins and associated liners (where present) are clear and free running.
- 5.10.6 The Authorised Officer shall notify the Contractor when they are required to replace an existing Litter bin and/or specialised Litter bin that is worn out through fair wear and tear. In these cases the Contractor shall, within five Days, deliver the new Litter bin to the location specified and remove the existing Litter bin for recycling or disposal as appropriate.
- 5.10.7 In the event that the Contractor loses, damages or destroys a reusable Litter bin, or liner during the collection process the Contractor shall notify the Authorised Officer immediately

on the day the loss, damage or destruction took place. The Contractor shall replace any lost, damaged or destroyed reusable Litter bins, specialised Litter bins or liners within 24 hours of the event taking place and notify the Authorised Officer when the replacement has been made. The Contractor shall be responsible for the cost of the replacement of all reusable Litter bins, specialised Litter bins and liners damaged during the collection process.

5.10.8 The Authorised Officer may decide to increase the number of additional Litter bins and the additional Litter bins shall be sited, emptied, cleaned and maintained by the Contractor in accordance with the Specification, in accordance with the Schedule of Rates.

5.10.9 Once installed, the Contractor shall assume all responsibility for emptying, maintenance and replacement.

5.10.10 Litter bins and/or specialised Litter bins shall be removed, replaced or sited within five Days of receiving an Authorised Officer's written instruction. The Authorised Officer will consider the provision of Litter and Recycling bins for any additional sites proposed by the Contractor.

5.10.11 The Contractor shall, when requested to do so by the Authorised Officer, fix and remove specialised Litter bins (e.g. gum and cigarette bins, dog Waste bins) to lamp posts and elsewhere.

5.10.12 In the event of that the Authorised Officer receives a request from the Police to remove a Litter bin and/or specialised Litter bin or any other Waste and/or recycling Container within the scope of this Contract, upon notification, the Contractor shall arrange for the Litter bin and/or specialised Litter bin or other Container to be removed immediately. If the request is made directly to the Contractor – either on site to a member of Staff or by telephone, fax or e-mail to the Contractor's offices, the Contractor shall immediately contact the Authorised Officer for approval.

5.10.13 Occasionally the Contractor will be required to affix any stickers approved by the Authorised Officer that the Council requires to be attached to the Litter bins and/or specialised Litter bins or other type of Waste and/or recycling Container. The cost of this shall be paid for at Daywork Rates.

5.11 DOG WASTE CONTAINER SERVICE

- 5.11.1 Dog Waste and other animal fouling shall be dealt with as part of the normal Cleansing service and the Contractor shall remove all dog Waste and other animal fouling from all streets and public areas and all surfaces paved or unpaved.
- 5.11.2 The Contractor is required to clean and maintain all Containers on a regular cycle to ensure that the appearance of the Container is acceptable and left in a hygienic and clean condition after each emptying cycle. Further, the Contractor shall be responsible for maintaining a stock of replacement units and the replacement of units that cannot be repaired.
- 5.11.3 The Contractor shall ensure that all dog Waste Containers are regularly emptied and that no dog Waste Container is ever allowed to become more than half full at any time. The Contractor shall remove the contents of the Containers and dispose of it in accordance with this Specification.
- 5.11.4 Where the emptying of a Container falls on a Bank Holiday, it should be emptied on the last Working Day prior to the Bank Holiday. For the avoidance of doubt where dog Waste Containers are secured by a lock the Contractor shall be responsible for the issue and replacement of lock keys. Only lock keys supplied by the dog Waste Container manufacturer shall be used to open dog Waste Containers.
- 5.11.5 The Waste from dog Waste Containers shall be collected using a vehicle dedicated for this purpose, or as agreed with the Authorised Officer. The Containers are to be lined with sacks and fixed in place with bands. The sacks used for this Service shall be supplied by the Contractor. The sacks are to be of three differing colours (yellow, green and white) corresponding to different collection days of the week which are Monday, Wednesday and Friday.
- 5.11.6 At the termination of this Contract for whatever reason the Contractor shall return to the Authorised Officer the keys to all locks securing dig Waste Containers.
- 5.11.7 The Contractor shall make a regular return to the Authorised Officer. The return will show the number and location of the Containers and the day and date on which they were emptied.

5.12 REMOVAL AND STORAGE OF STREET FURNITURE

5.12.1 At the request of the Authorised Officer the Contractor shall collect/remove broken or other street furniture from anywhere in the Council area and deposit them at the Council's depot, or some other place as instructed by the Authorised Officer. For the avoidance of doubt street furniture is classed as street name or road signs, Litter bins, seats, benches and bollards. Payment for this Service shall be in accordance with Day Works provisions.

5.12.2 Without prejudice to the other parts of this Specification all damage to street furniture seen by the Contractor's employees shall be recorded in the Daily Reports and reported by the Contractor to the Authorised Officer within one (1) Working Day.

5.13 SHOPPING TROLLEYS

5.13.1 The Contractor shall implement, maintain and provide a system for the removal and storage of abandoned shopping trolleys. All recovered shopping trolleys shall be notified, in the agreed format, to the apparent owner within 1 Working Day of recovery.

5.14 BRING SITE RECYCLING CENTRES

5.14.1 All Bring Site Recycling centres and the area within 5 metres of each centre shall be Cleansed to the standard for high intensity areas regardless of their actual location.

5.14.2 All recyclable material left at the centres or arising from their Cleansing shall be placed in the appropriate Recycling Container.

5.14.3 All non-recyclable Waste arising from the Cleansing of the centres and any recyclable materials that cannot be deposited in the Recycling Containers because of a lack of capacity shall be disposed of in accordance with 1.16.

5.15 PROVISION OF SERVICES TO TOWN AND PARISH COUNCILS

5.15.1 The Contractor shall provide street Cleansing services to those Town or Parish Councils who request additional services e.g. emptying of Litter bins in play areas. Payment for these requested services will be at the unit costs set out in the Pricing Document.

5.15.2 For the avoidance of doubt the Contractor shall not directly or indirectly offer additional service to Town and Parish Councils. Where the Contractor receives a request for additional services direct from a Town or Parish Council the request shall be immediately referred to the Authorised Officer.

5.16 EMERGENCY SERVICES

- 5.16.1 The Contractor shall allocate sufficient resources to provide an emergency Cleansing service to deal with road accidents and other incidents as notified by the Authorised Officer. This emergency service is to be operated between 24 hours a day every day of the year.
- 5.16.2 If the Authorised Officer requires the Contractor's workforce for any reason, e.g. pedestrian salting, gritting or snow clearing, the Authorised Officer has the right to suspend the Cleansing service or parts of it. When this is the case the normal payments for the suspended period/area shall be paid by the Council. The Contractor shall, however, be required to make collections or sweepings as soon as possible in the same working week where practicable for those areas that missed their collection or sweeping due to the suspension of Services.
- 5.16.3 An emergency sandbagging service may be required from time to time. The Contractor will deliver any number of sandbags to strategic points on the direction of the Emergency Planning Officer, a member of the Emergency Response team or the Environmental Services Land Drainage Team or such other person or company as the Council may from time to time notify the Contractor in writing. The service is prompted by Meteorological Office flood risk information, which will be actioned by the Emergency Planning Officer or a member of the Emergency Response Team or other person designated by the Council to fulfil this role from time to time.. Payment for emergency sandbagging shall be in accordance with the Day Works provisions when required or the Authorised Officer will suspend normal operations and direct resources to undertake this task; in this event no additional payments will be made.

5.17 DISPOSAL OF STREET CLEANSING WASTE

- 5.17.1 Street cleaning Waste is classified as Household Waste and shall be disposed of in accordance with
- 5.17.2 The Contractor shall seek ways in which materials which are recyclable within street cleaning Waste can be extracted for Recycling before disposal and shall, by the first anniversary of the Commencement Date, make recommendations to the Authorised Officer for the recovery of said materials.

5.17.3 The Contractor shall ensure that where on street Recycling Containers or On the go Recycling facilities are installed that all recyclable materials are collected separately and are disposed of in accordance with 1.16.

5.18 DEPOT CLEANSING

5.18.1 The Contractor shall ensure that the depot or depots assigned to them is/are inspected and cleaned on a regular basis and to a performance standard as agreed with the Authorised Officer.

5.18.2 The Contractor shall ensure that Wastes are unloaded and stored in accordance with any Waste Management Licence or Environment Permit in place or as directed by the Authorised Officer.

5.18.3 The Contractor will ensure that at no time will Wastes be discharged or unloaded in unauthorised locations.

5.18.4 The Contractor will ensure that the Council is not issued with warnings or contravention notices by regulatory bodies such as the Environment Agency or the Health and Safety Executive due to unauthorised actions by the Contractor or its staff

5.19 DEAD ANIMALS

5.19.1 The Contractor shall provide the Council with Dead Animal Reports (DAR) for each dead animal found on the highway in a manner and format specified by the Authorised Officer.

5.19.2 The Contractor will ensure that when a domestic pet is found the DAR is also given an individual identification number. The DAR report for a domestic pet must give the Council a report of the animal condition, the location it was found and description of the pet and any identifying collars or name tags. The Contractor shall ensure that the animal is checked for an identity chip using an electronic chip reader.

5.19.3 The Contractor will ensure that any domestic pet found on the street is placed in an opaque bag and labelled with the location found, type of animal, and the individual identification number that relates to the DAR report for that specific animal.

5.19.4 All dead domestic pets will then be stored in a cold store (provided by the Contractor) until such time that the owner is located and pet retrieved or the Contractor is advised to dispose of the animal by the Council in accordance with 5.19.5.

5.19.5 The Contractor shall ensure that all dead animals collected from the highway are disposed of in accordance with the WDA's disposal directions. The cost of transport to the disposal points will be borne by the Contractor. For the time being this shall be through delivery within 4 hours of an instruction by the Authorised Officer to a local renderer nominated by the Waste Disposal Council.

5.19.6 The Contractor will also supply a monthly summary of all the dead animals (DARs) (of animal types as specified by the Authorised Officer) detailing the date, animal type, location found, identifiable markings, electronic chip details to the satisfaction of the Authorised Officer. These returns will be used to assist the Council in satisfying its reporting requirements to external organisations such as Badger Watch etc.

6.0 WEEDSPRAYING

DESCRIPTION OF SERVICE

- 6.1.1 **The District Council carries out weed control spraying on behalf of the Highway Council. Funding for the service is not guaranteed and may fluctuate or cease at 3 months' notice.**
- 6.1.2 For the time being the Contractor shall maintain all streets, roads including roundabouts and lay-bys, car parks and open spaces weed free through the application of an approved herbicide. The Contractor shall apply weed killer on three separate occasions in May, June and September of each year. The application of herbicide shall apply to all streets and roads that have channels and all footpaths.
- 6.1.3 The Contractor shall each year present and agree with the Authorised Officer one month prior to the first application a weed spraying programme that sets out the location and days spraying will be undertaken.
- 6.1.4 The Authorised Officer shall inspect for weed clearance two weeks after each application and should the application, for any reason, not be successful in killing weeds, the Contractor shall undertake remedial action at its own expense. The Authorised Officer shall indicate the extent of the remedial action required and an appropriate time scale for its completion.

PURCHASE AND STORAGE OF HERBICIDES

- 6.1.5 The Contractor shall only use GLYPHOSATE. No other preparation shall be permitted unless agreed with the Authorised Officer in writing. Herbicides purchased for use in the Contract should only be purchased from accredited suppliers or agents, and be in undamaged Containers which are clearly labelled. The herbicides must be used within the active life period stated by the manufacturer(s) i.e. best before date or similar etc. Any herbicides purchased for use in the Contract in Containers which do not comply with the above criteria shall not be used and either returned to the supplier or disposed of in the correct and approved safe method.
- 6.1.6 At all times herbicides shall be kept in a safe place whether in a depot/yard store, site store, and when carried on the vehicle and shall only be accessible to authorised persons/operatives in connection with the Contract. No other persons should be able to obtain possession of any of the herbicides. No herbicides should be kept in the vehicle

cabin. The manufacturers/suppliers storage, handling and mixing instructions should be strictly adhered to at all times.

APPLICATION

- 6.1.7 The Contractor shall not undertake spraying at any time when the ground is in a water-logged condition or during and immediately after heavy rainfall or during high winds.
- 6.1.8 All plant, vehicles, equipment and herbicides used in conjunction with the Contract must not be left unattended at any time prior to, or during periods of application including meal breaks, overnight and weekends.
- 6.1.9 The Contractor shall make all the necessary arrangements with the appropriate water company for a supply of water for use in the mixing of herbicides, and for the diluting, washing away of any spillages and for the safe Cleansing of anything which has become contaminated during the spraying operation or by accident. All standpipes used on Thames Water, Three Valleys Water and Essex Water Company, apparatus shall be hired from Thames Water, Three Valleys Water and Essex Water Company, incorporate a double check-valve and shall comply with Thames Water, Three Valleys Water and Essex Water Company, Byelaws. To remove any possible risk of contamination, hoses connected to standpipes must not be allowed to enter the vessel or tank to be filled. They must be filled with the outlet of the hose or pipe above the top edge of the vessel or through a separate cistern.
- 6.1.10 A first aid kit containing the appropriate dressings and solutions to cope with herbicide accidents, and washing facilities shall be provided on all vehicles used in weed spraying operations and at all premises where herbicides are stored.
- 6.1.11 The spraying equipment shall be in sound mechanical condition, conform to any statutory requirements and maintained in accordance with the manufacturers recommendations.
- 6.1.12 The equipment shall be specially designed for the purpose and be capable of applying a controlled uniform dosage. At least 21 days prior to the Commencement Date the Contractor must give details of the equipment to be employed on the Contract.
- 6.1.13 From the Commencement Date the Contractor shall ensure the equipment undergoes periodic safety checks and confirms, when requested by the Authorised Officer, that the said safety checks have been undertaken.

6.1.14 Where the spraying equipment is mounted on motor vehicles, the vehicles shall at all times comply with the statutory requirements relating to the construction and use of such vehicles and each vehicle shall be fitted with an amber flashing beacon (rotating beam) so mounted that it is clearly visible at all times to traffic from any direction; whether the machine is in operation or stationary.

6.1.15 With such equipment spraying must be possible mechanically with the spraying head specially designed for the purpose, and properly attached to the nearside of the vehicle. It should be located sufficiently close to ground level to secure a minimum overspray particularly when dealing with kerbs and channels. Knapsack Sprayers shall conform to BS4115 and BS7411 or equivalent. The Contractor shall be responsible for ensuring that only competent properly trained operatives are employed on weed-spraying operations.

DISPOSAL OF HERBICIDES

6.1.16 The flushing away of any herbicides after accidental spillage or the disposal of any surplus herbicides down a drain or sewer must NOT be carried out unless the appropriate Council has given approval and the fire brigade are in attendance. Any herbicides which have been mixed or prepared for use and are found to be surplus to requirements or have become contaminated in some way or other and are unsuitable for use, must be only disposed of in the manner recommended by the supplier or manufacturer.

7.0 ABANDONED VEHICLES

7.1 GENERAL INFORMATION

7.1.1 The Service required under this Abandoned Vehicle Removal Service includes:

- a. The removal and storage of any vehicle that has been classed as a “nuisance vehicle” under the Clean Neighbourhoods & Environment Act, 2005,;
- b. The removal for destruction or storage of any vehicle that has not been claimed by the owner.
- c. Providing an emergency service both in and out-of-hours within 4 hours of notification.
- d. The provision of information required by the Council in performance of the Service
- e. Dealing with the public on behalf of the Council as may be required.
- f. Provisional item: the placing of three day notices on apparently Abandoned Vehicles and delivery of standard letter to the registered keeper

Clause f is a provisional item and may not become part of the final Contract or if accepted may be withdrawn by the Council giving one month’s notice without penalty.

7.1.2 Areas of the District Included within the Contract are:

- a. all public highway areas within the district and all Council owned land, and
- b. all relevant land as proscribed by legislation or other areas as required by the Council.

7.1.3 The Highway Council takes responsibility for strategic routes which within this contract i.e. the A414. Since the numbers of vehicles Abandoned on this route are minimal any such action will be deemed to have no impact upon this Contract. Notwithstanding the above the Contractor will deal with vehicles notified to it by the Council on the strategic routes at the same rate as other vehicles.

7.2 PURPOSE

- 7.2.1 The purpose of the Contract is to enable the District to carry out its responsibilities with respect to abandoned and other nuisance vehicles.
- 7.2.2 The Contractor will be required to remove and store some vehicles in its own secure compound until authorised by the Council or DVLA to release them to their owners.
- 7.2.3 Having removed the vehicle, the Contractor shall be instructed to either
- a) ensure safe storage of the vehicle for a set period of time pending sale or destruction, or
 - b) destroy the vehicle forthwith making the necessary notifications including DVLA.
- 7.2.4 Destruction of any vehicle shall be undertaken only by a registered End of Life Vehicle Manager.
- 7.2.5 The Contractor shall, when specifically instructed by the Authorised Officer, remove vehicles for destruction which have been identified by Epping Forest as being abandoned, from highway and other land in the Council.
- 7.2.6 The Contractor shall ensure that prior to destruction vehicles are satisfactorily de-polluted to the standards set out by Government for ELV's.
- 7.2.7 All vehicles stored and not claimed shall be destroyed upon receipt of an instruction by the Authorised Officer. The Contractor shall destroy none without the written confirmation of the Authorised Officer.
- 7.2.8 The Contractor will be required from time to time to provide vehicles to support multi-agency operations involving the Police, Local Authorities and DVLA; Automatic Number Plate Recognition (ANPR) and Operation Cubit. Vehicles removed during such operations will be categorised as A or B class and charges applied accordingly.
- 7.2.9 The Contractor will be required to remove and store some vehicles in its own secure compound under DVLA Council. These will be held until payment is made or authorisation for destruction from the DVLA (8/15 days). Pound administration and DVLA documentation must be provided by the Contractor.
- 7.2.10 The Contractor will from time to time be required to impound other vehicles (persistent parking offenders, vehicles for sale on the street). These will be treated as category B

Local Council and charged as such. Release fees will be advised to the Contractor from time to time by Epping Forest according to current legislation applying at the time.

7.3 DEFINITION OF VEHICLE

7.3.1 The term "Vehicle" shall comprise all cars and commercial and public service vehicles, motor cycles, side cars, tri cars, motor scooters, caravans and trailers for towing behind any of the aforementioned, and runners, non runners and shells.

7.4 STATUTORY REQUIREMENTS

7.4.1 The Contractor is required to fully understand the statutory duties of the Council. It shall be incumbent upon the Contractor to carry out the Services in accordance with these statutory requirements on behalf of the Council. Any penalties prescribed by law and any consequential costs resulting from the Contractor failing to carry out these statutory duties must and shall be paid by the Contractor, in addition to any defaults issued under the conditions of contract. Payments may be deducted from any monies payable to the Contractor or an invoice issued to the Contractor.

7.4.2 The Contractor shall be expected to acquaint himself with the relevant provisions of the following Acts of Parliament in particular:

- a. Removal and Disposal of Vehicle Regulations 1986
- b. Refuse Disposal Amenity Act 1978
- c. Environmental Protection Act 1990
- d. Clean Neighbourhoods & Environment Act 2005
- e. End of Life Vehicle Regulations

and with any other Acts, Statutory Instruments, Orders, Codes of Practice, associated & subsidiary legislation & Statutory Guidance that are not mentioned above but are operative for the provision, execution and organisation of the services within this Contract.

7.4.3 The Contractor is to make himself aware of any Government plans to change the way Abandoned Vehicles are dealt with and to ensure that his collection capabilities can undertake the response and the quality of Service required.

7.5 ENVIRONMENTAL PROTECTION ACT L990 - SCRAP VEHICLES

7.5.1 The Contractor shall comply with the requirements of the Environmental Protection Act 1990 and all regulations and codes of practice made there under so far as they relate to the collection, storage and disposal of vehicles or parts thereof which come within the description of "waste" as set out in Clause 75 (1) of the said Act. In particular the Contractor shall:

- (a) Store such waste only on land which is licensed for such purposes by the appropriate Waste Regulation Council
- (b) Be a registered waste carrier as required by Section 2 of the Control of Pollution (Amendment) Act 1989
- (c) Dispose of any such waste only at a waste disposal site licensed to receive and store such waste by the appropriate Waste Regulation Council (Authorised Treatment Facility); and
- (d) Ensure that on transporting, holding and disposing of the waste a written description of such waste is carried and transferred with the waste. Copies of the description and transfer note (must be kept for two years and must be available for inspection by Epping Forest or the Waste Regulation Council).

7.5.2 The Contractor must submit with his tender the address of the site where "waste vehicles" or parts thereof will be stored and their ultimate disposal site (Authorised Treatment Facility). Also the Contractor must supply a copy of the Waste management Licence for this site and give details of the licences granted for any sites which the Contractor will use for the ultimate disposal of the waste including the name of the licence holder, date of commencement of licence, expiry of licence and name of the Waste Regulation Council. The Contractor must also submit with his tender a certified copy certificate of his registration as a waste carrier.

7.6 STATUTORY DUTIES AND SAFETY

7.6.1 Work under this Contract shall be carried out with the proper regard to safety and the Contractor shall observe and conform to all statutory enactments and regulations and any bye-laws and/or regulations of local or other authorities applicable to the work to be carried out under this Contract or generally to any site where such work is carried out. The

Contractor shall be solely responsible for the cost of supplying and/or doing all things necessary for this purpose.

7.6.2 The Contractor shall be responsible for the suitability and safety of his transporters and any other equipment used by him and no such transporters or equipment shall be used which may be unsuitable, unsafe or liable to cause injury or damage. Without lessening the absolute responsibility of the Contractor in regard to such transporters or equipment Epping Forest shall have the right to inspect such transporters and equipment and if in Epping Forest opinion it is unsuitable it shall not be used by the Contractor on this Contract and the Contractor shall replace the same at his own cost.

7.6.3 The Contractor shall supply and ensure that all operatives working within the contract area in connection with this service wear personal protective clothing including safety footwear, overalls, reflective vest and protective gloves.

7.6.4 Items of value found by the Contractor's drivers in vehicles being scrapped should be delivered to the pound and held in safe keeping for the periods

7.7 TOTTING

7.7.1 The Contractor's operatives have no totting rights and the Council shall not allow totting rights or similar practices to be undertaken in any circumstances until permission has been granted for the disposal of a vehicle.

7.7.2 As the Council is allowing the Contractor to break for parts or sell vehicles, the Council expects the Contract sum to reflect the potential income received by the Contractor from parts or vehicles.

7.7.3 No vehicle collected by any Amnesty Scheme that may be introduced shall be sold as a whole vehicle : all shall be destroyed by the Contractor.

7.8 CLAIMS

7.8.1 The Contractor must indemnify the Council against claims for damage to private property, unauthorised and/or accidental removal of articles not intended for removal by his staff. The Contractor shall make suitable and adequate arrangements under the Contract for sufficient insurance to deal with these incidents.

7.9 CLAIMS FROM OWNERS FOR PROCEEDS OF SALE

7.9.1 Section 4 (b) of the Refuse Disposal (Amenity) Act 1978 empowers the owners of a vehicle to recover the proceeds of sale which exceed the aggregate of the sums which would be charged for the removal, storage and disposal of such vehicle. This power can be exercised by the owner up to one year from the date of sale of the vehicle. The Contractor shall advise the Epping Forest of any such claims.

7.10 END OF LIFE VEHICLES EUROPEAN DIRECTIVE

7.10.1 The Contractor is required to comply fully with of the European Directive 2000/53/EC of End of Life Vehicles (ELV). This includes the issuing of the End of Life Certificates by electronic means and computer link to the DVLA.

7.10.2 The Contractor needs to accept that changes to the services may take place due to the new Producer responsibility for vehicles. The council will not accept claims for losses or additional costs because of this requirement.

7.11 SITE CONDITIONS

7.11.1 The Contractor will be expected to ensure that any Abandoned Vehicle that is stickered for removal will be removed irrespective of site conditions, condition of vehicle, access and egress problems.

7.11.2 Where the Contractor considers himself unable to meet this requirement without breaking the requirements of Clause 7.12.1 he shall consult the Authorised Officer.

7.12 CONDITIONS AND LOCATIONS OF VEHICLES

7.12.1 The Contractor is reminded that vehicles which the Council has instructed him to remove may be situated in fairly inaccessible locations such as rivers or lakes or woodland and may be without wheels or other parts, making removal difficult. The Contractor is to take such factors into account in submitting his offer to the Council.

7.12.2 No claims in this regard will be accepted by the Council after the Contractor has been appointed.

7.13 WORKING TIMES

7.13.1 Normal operating times for the Service are as follows:

08.00 to 18.00 hours Monday to Saturday.

7.14 PROVISIONAL: STICKERING OF ABANDONED VEHICLES

- 7.14.1 This is a provisional item and the Council reserves the right not to allocate this work. In the event that the work is allocated the Council reserves the right to withdraw this element of the work giving one calendar month's notice. No claim for loss of earnings will be accepted if notice has been given.
- 7.14.2 The Contractor must place notices on the driver side of the front window screen or if no window screen exists on the bonnet of suspected Abandoned Vehicles notified to the Contractor by the Council. The Council will supply a written Vehicle List to the Contractor detailing vehicles suspected of being abandoned. The Vehicle List will also contain details of vehicles which have been claimed by their owners.
- 7.14.3 The Contractor must only place notices on vehicles which appear to be abandoned and untaxed unless otherwise advised by the Authorised Officer. If the Contractor considers the vehicle to represent a danger to the public he should contact the Authorised Officer for advice on what action to take.
- 7.14.4 The Contractor upon locating a suspected abandoned vehicle will decide whether the vehicle should be destroyed or stored after the three (3) day notice has expired. All notices shall be provided by the Council for the sole use of the Contractor.
- 7.14.5 The Contractor is required to exercise his judgement as to whether an Abandoned Vehicle "has value". In coming to that judgement the Contractor should consider, inter alia, the following:
- a. the age of the vehicle
 - b. the internal and external condition of the vehicle
 - c. DEFRA's guidance on the Cleaner Neighbourhoods Act which gives criteria of what constitutes an abandoned vehicle.
 - d. Council procedures as shown in the Appendices
 - e. All vehicles which have been burnt out shall be deemed to be for destruction.
- 7.14.6 Stickers are to be placed on vehicles within one (1) working day of notification including day of receipt from the Council.

7.14.7 Any suspected Abandoned Vehicle found whilst carrying out the duties of this part of the Contract shall be stickered at the time and notified to the Authorised Officer no later than the following working day.

7.15 REMOVAL NOTIFICATIONS

7.15.1 Following expiry of the notice, and if the Council's Vehicle List of abandoned vehicles which is faxed or emailed to the Contractor does not indicate that the Council has been informed in accordance with the Notice that the vehicle has been claimed and/or removed by the owner, the Contractor must make arrangements & complete removal of the vehicle within 24 hours. All details of the vehicle must be checked before removal including vehicle model, make, registration number and location.

7.15.2 The Contractor must make an inspection of the vehicle for damage before removal and note all relevant details. The Contractor must then take at least two (2) photographs of the vehicle and log any existing damage in case of claims against the Council for damage. The Contractor is to ensure that no damage is caused to any vehicle, persons or property, other than the minimum required to the Abandoned Vehicle, to affect entry.

7.15.3 Written confirmation of telephone orders will be issued to the Contractor in respect of the removal of each vehicle, and whilst the Council will provide in each case the fullest possible details, the Contractor is to exercise all care to ensure that the vehicle he removes is the vehicle to which the order refers.

7.15.4 All vehicles intended for storage must be placed in a secure compound controlled by the Contractor for the given time period.

7.15.5 After each removal the Contractor must ensure that the location is left in a clean and tidy condition, which means all rubbish, car parts, glass or any other residue from removing the vehicle is cleaned and removed at the point of the car removal. Also the Contractor must ensure that any damage caused thereby is made good to the satisfaction of the Authorised Officer.

7.15.6 Any suspected Abandoned Vehicle found whilst carrying out the duties of this part of the Contract shall be stickered at the time and notified to the Authorised Officer by not later than the following working day.

7.16 REMOVAL PROCEDURE

- 7.16.1 The Contractor may remove more than one vehicle at a time on one transporter, except in the case of Category B vehicles which must be removed singly. When transporting vehicles the Contractor shall ensure that his transporter is not overloaded and that vehicles are transported in such a manner that they do not cause a nuisance or danger to other persons or property and are securely loaded so as to ensure that parts of the vehicles or the vehicles themselves do not become dislodged from the transporter whilst in transit. A multi vehicle transporter may be used to support special operations (Cubits/ANPR etc).
- 7.16.2 Removal shall include for all tyres and any debris originating from the vehicle including further tyres etc. as appropriate.
- 7.16.3 The Contractor is to ensure that their operatives prepare the vehicle prior to lifting in a method that would not cause damage to persons or property. Attention is drawn here to windows where broken either by the operative prior to lifting the vehicle or, when loading a second vehicle onto the truck for transportation.
- 7.16.4 Any glass remaining on the ground following the vehicle being uplifted from its abandoned position shall be swept up and removed from the location by the Contractor's operative.
- 7.16.5 All reasonable steps must be taken by the Contractor to prevent damage to, loss of, or theft of Category B, or any part of content of such vehicles.
- 7.16.6 The Contractor shall be required to provide the operatives of the removal vehicles with an operational mobile telephone with hands free facility whilst carrying out duties in respect of this contract.
- 7.16.7 Any abortive visits must be reported immediately by the Contractor in order that a confirmatory inspection can be arranged by the authorised officer. No charges will be accepted by Epping Forest in respect of claims made by the Contractor for abortive visits (see Schedule A)
- 7.16.8 The Contractor must complete, and return to the Authorised Officer any completed orders, release notices, destruction notices reports etc. in connection with this service as required by the Authorised Officer.

7.17 STORAGE AND RECLAMATION OF VEHICLES

- 7.17.1 The Contractor will be required to store vehicles in his secure compound at any one time for a period of up to six weeks (or longer if required). All storage costs shall be deemed to be included in the Contractor's tendered removal charges.
- 7.17.2 Any person wishing to claim a vehicle will produce to the Contractor; proof of ownership, insurance, tax and MOT where appropriate. The Contractor shall not release any vehicle unless such written proof of ownership is produced to them. The Contractor's storage compound shall be within a radius of approximately 20 miles from Epping Town Centre.
- 7.17.3 All charges in connection with the removal and storage will be paid directly by the owner to the Contractor at the time of collection.
- 7.17.4 The Contractor shall be responsible for any requirements regarding co-operation with the police and/or any other public body. Such requirements shall be subject to the written approval of the Authorised Officer. No additional costs shall be paid by Epping Forest to the Contractor for complying with such requirements.

7.18 CONFIRMATION OF ACTION TAKEN

- 7.18.1 Following removal, destruction, storage or return of the vehicle to the owner the Contractor must notify the Authorised Officer using the form shown in Appendix 7 or other method as agreed with the Authorised Officer by the following working day.
- 7.18.2 The following information will be provided to the Authorised Officer:
- a. vehicle registration number
 - b. vehicle model; make and colour
 - c. road abandoned in; vehicle location (e.g. outside No 28 by the lamp post)
 - d. type of notice placed on the vehicle
 - e. the action taken
- 7.18.3 Final disposal or destruction of a vehicle will be notified to the Authorised Officer within 3 working days by the completion and return of Form V2 and/or submission of the End of Life certificate. The Contractor shall supply a certificate of destruction for every vehicle removed and destroyed. This must be supported by a scrap receipt held by the Contractor for inspection by the Authorised Officer.

7.19 VEHICLES RECLAIMED BY OWNERS

- 7.19.1 Any vehicle removed under this contract and reclaimed by the owner will be subject to the prescribed charges in accordance with the Refuse Amenity Disposal Act, 1978, and the Removal and Disposal of Vehicle Regulations, 1986.
- 7.19.2 Where an owner has reclaimed the vehicle and has paid the statutory charges to the Council, the Council will send the Contractor a notification by fax or email requiring a vehicle to be released to its owner. No vehicle is to be released without this notification under any circumstances.
- 7.19.3 Vehicles that the Council requires to be delivered back to the owner within Epping Forest District Council area will be charged by the Contractor at the same rate as an abandoned vehicle removed from the public highway.

7.20 COMPLAINTS REGARDING VEHICLES

- 7.20.1 Complaints received directly by the Contractor are to be dealt with by the Contractor as though they had been referred by the Authorised Officer. The Contractor shall deal with these complaints within 3 working days. All such complaints shall be notified to the Authorised Officer. The Contractor is required to co-operate with the Authorised Officer should any complaint be referred through the Council's Corporate Complaints system. The Contractor shall at all times endeavour to restore "customer satisfaction and confidence".
- 7.20.2 The Contractor shall keep a written record in the format agreed with the Authorised Officer of all complaints received by him direct from any source and of the action taken by him in relation to that complaint and shall send to the Authorised Officer on a weekly basis a copy of all such records of complaints for the preceding week.
- 7.20.3 The Contractor must complete and supply any information in a format acceptable to the Authorised Officer in relation to the performance of these services within the time limit specified and in any form the Authorised Officer may desire. Any failure to comply with this may result in Rectification/Default Notices being issued.

7.21 RECTIFICATIONS

- 7.21.1 The Council reserves the right to issue a Rectification Notice on other matters relating to the work, operation, organisation, standards, repeated failure to provide the Service at any street or location, or any other matter that the Authorised Officer decides.
- 7.21.2 Complaints received by or referred to the Council shall be investigated by the Authorised Officer who, being satisfied that the Contractor has failed to perform the Service in accordance with the Contract, shall issue a "Rectification Notice" as shown in Appendix 2 which must be resolved to the satisfaction of the Authorised Officer within the time scales laid down. Unresolved Rectification Notices shall lead to the invoking of the default provisions in the Conditions of Contract by the Authorised Officer.
- 7.21.3 The Council reserves the right to insist that any employee of the Contractor carrying out dangerous practice(s) shall be removed from the Contract. The Council may recharge any repair and administration costs back to the Contractor for any damage caused by the Contractor's operations under such circumstances.

7.22 COMMUNICATIONS

- 7.22.1 It is essential that all crews and employees working away from their operational base are able to contact their Contract manager or his representative
- 7.22.2 This is to be achieved by either, or a combination of:
- (i) Two-way radio communication
 - (ii) Mobile telephone
 - (iii) Message pager
- 7.22.3 The Authorised Officer may require an alternative or more effective means of communications at no cost to the Council if consistent failure is recorded by any of the above methods. The Authorised Officer shall determine what constitutes failure.
- 7.22.4 The Contractor at his operational base must supply and maintain a fax machine and email facilities to receive messages 24 hours per day every day of the year. The Contractor must regularly check the machine for messages and take appropriate action.

7.22.5 The Contractor shall ensure that his offices are staffed to receive communications between 09.00 – 17.30 hours Monday to Saturday.

7.22.6 All letters/memoranda sent to the Contractor with an assignment number from the Council must be comprehensively replied to in writing within four days of transmission by the Council.

7.22.7 All requests for a price for carrying out Work within this Contract which constitutes a variation and/or assessment must be returned within 24 hours of transmission from the Council.

7.22.8 The Contractor or the representative of the Contractor shall visit the office of the Authorised Officer when requested by the Authorised Officer to receive instructions

7.23 DAMAGE TO HIGHWAY AND OTHER AREAS

7.23.1 Any damage to the public highway, Council owned land or private forecourt including shrubberies, vegetation; street furniture etc. resulting from the Contractor's operations must be reported to the Authorised Officer no later than at the end of that working day. The cost of repairs, whether or not the damage is reported, shall be borne by the Contractor.

7.24 EMERGENCY REMOVAL SERVICES

7.24.1 The Contractor shall provide a Service outside and inside working hours for the removal of Abandoned Vehicles as directed by the Authorised Officer. In the current year there have been the following incidents for an emergency Vehicle Removal Service:

15 during normal working hours, and

0 outside normal working hours

7.24.2 The above figures are for indicative purposes only and no additional payment will be made in the event of their being greater or lesser numbers throughout any year of the Contract.

7.24.3 Currently there are no figures available for nuisance vehicles.

7.24.4 THE DECISION OF THE AUTHORISED OFFICER IN DETERMINING WHAT AN EMERGENCY REMOVAL IS SHALL AT ALL TIMES BE FINAL.

7.25 KEY PERFORMANCE INDICATORS (KPI)

7.25.1 These KPIs applied to this contract. New KPIs may be agreed with the Contractors during the term of the contract.

Activity description	KPI	How it is Measured
Response time	Contractor to remove vehicles within 24 hours of authorisation	Review monthly report
Activity Report	Contractor to Sent daily activity report of all removals, abortive visits and claims made on site	Monitored by receipt of daily emails
Compliance with terms of contract	No default on the terms and condition of this contract	Quarterly Review Meeting
Resources for roadside stops and other special operations	Contractor is required to provide adequate resources for roadside stops for every vehicle removal and other special operation	Monthly review/ report

7.26 AMNESTY SCHEME

7.26.1 If the Council decides to operate an Amnesty Scheme, car owners will be able to dispose of their cars to the Council for a fee. The Contractor will be required to remove these vehicles as and when notified by the Authorised Officer within three working days of such notification.

7.26.2 All vehicles collected under this scheme are to be destroyed, and within 3 working days a V28/EOL issued and sent to the Authorised Officer.

7.27 NUISANCE VEHICLES

7.27.1 Nuisance vehicles are vehicles as defined in the Clean Neighbourhoods & Environment Act 2005.

7.27.2 Relevant authorised officers will decide if a vehicle is to be classed as a nuisance vehicle and will notify the Contractor either by fax or email on the appropriate form as an emergency removal within 4 hours.

7.27.3 Such vehicles are to be stored safely & securely – no vehicle removed under this section is to be immediately destroyed under any circumstances.

7.28 DVLA OPERATIONS

7.28.1 The Contractor shall supply vehicles to work on a daily basis with Epping Forest Officers to remove (DVLA B Class) and impound untaxed vehicles. The Contractor shall provide pound management staff to prepare paperwork and reports as required by Epping Forest and the DVLA and to deal with members of the public visiting to reclaim such vehicles. These staff will be collecting money on behalf of Epping Forest and DVLA and will be required to issue appropriate legal cautions.

7.29 CHARGES

7.29.1 The Contractor shall collect and retain charges for the release of B Class Local Council and B Class DVLA vehicles as specified by the current Removal, Storage and Disposal of Vehicles (Prescribed Sums and Charges etc.) (Amendment) Regulations 1993 and The Vehicle Excise Duty (Immobilisation, Removal and Disposal of Vehicles) Regulations 1997 (as amended). A copy of these Regulations may be inspected at Epping Forest or obtained from Her Majesty's Stationery Office Bookshop, 49 High Holborn, London WC1V 6HB.

7.29.2 The Contractor must issue written receipts for all monies paid to him in respect of B Class Local Council and B Class DVLA removals copies of which must be sent to the Authorised Officer.

7.29.3 The Authorised Officer retains the right to vary the fees payable with regard to the release of any vehicle and in certain circumstances may require the free delivery back of any vehicle where circumstances dictate.

7.30 STATEMENT OF LIKELY WORKLOAD

7.30.1 In the 12 months from 01/04/11 to 31/03/12 some 600 collection orders were issued. This included untaxed vehicles seized using DVLA powers. There may also be a small number of relocations.

7.30.2 No guarantee is given or implied that a similar number of orders will be issued during the duration of the Contract. The number may increase or decrease significantly.

7.30.3 Upon instruction from the Authorised officer the Contractor shall remove from site within 24 hours any vehicle notified to him by the Authorised Officer.

8.0 HEALTH AND SAFETY MANAGEMENT

8.1 GENERAL HEALTH AND SAFETY PROVISIONS

8.1.1 The Contractor shall ensure that the health and safety matters concerning the contract/Contract are dealt with in accordance with

- a) the Health and Safety Policy and
- b) the Management of Health and Safety at Work Regulations 1999
- c) all current vehicle and plant compliance guidance and regulations and law.
- d) the Health and Safety at Work Act 1974 and all other Laws pertaining to health and safety of employees, members of the public and other affected persons.
- e) Any other relevant guidance, directive and legislation.
- f) Its submitted Method Statements

8.1.2 The Contractor shall:

- a) conduct all the Services specified in this contract so as to eliminate or minimise so far as is reasonably practicable any health and safety risks to members of the public, the Council's representatives and the Contractor's Staff.
- b) protect the environment from risk of pollution or damage.
- c) accept full responsibility for the day-to-day operational aspects of health and safety while performing the Services;
- d) Inform the Council immediately of any breaches in health and safety law and regulation;
- e) Co-operate fully with the Council in its monitoring of health and safety standards; and
- f) Inform the Council immediately of any health and safety issues relating to the Council's health and safety responsibilities pertaining to the Contract.

8.1.3 The Council and the Contractor shall throughout the life of the Contract conduct regular monitoring, reviews and audits of the Health and Safety Policy and the arrangements in

place for complying with the policy, laws, regulations and guidance. The frequency of these meetings must be approved by the Authorised Officer.

- 8.1.4 The Contractor must adopt the latest guidance and codes of practice issued by the Health and Safety Executive (HSE), Environment Agency (EA), Waste Industry Health and Safety Forum (WISH) or any other relevant statutory body and adjust risk assessments and safe working practices accordingly.

8.2 HEALTH AND SAFETY COMMUNICATIONS

- 8.2.1 The Contractor shall ensure that there is a Health and Safety Forum comprising of members of operational staff and frontline staff to highlight and discuss health and safety concerns. This forum shall meet on a regular basis. The Contractor shall provide minutes of these forums meetings to the Council. The frequency of these meetings must be approved by the Authorised Officer
- 8.2.2 The Contractor shall ensure that there is a method or route in place that operatives and front line staff can highlight concerns to the Health and Safety Forum. This route must be non-confrontational for the staff member involved and if necessary be anonymous.
- 8.2.3 The Contractor must promote a positive approach to health and safety in the workplace.
- 8.2.4 The Contractor shall provide the Council with health and safety information to include accident, incidents, near hits/near misses, illness and injury statistics (and any other information as requested) on a monthly basis (or at a different frequency) as directed by the Authorised Officer.
- 8.2.5 The Contractor shall co-operate fully with the Council to review and monitor all aspects of the management of Health and Safety for the life of the contract.

8.3 OPERATIONAL MANAGEMENT, COMPETENCY AND TRAINING

- 8.3.1 The Contractor shall provide a Management Structure for the management of and responsibility for, Health and Safety Issues in relation to the contract.
- 8.3.2 The Contractor must provide evidence that the Management and Operational team are competent and have clearly defined information, instruction and training on the evaluation, development and implementation of health and safety management systems.

- 8.3.3 The Contractor must be able to demonstrate that there is senior management commitment and support for training and competency development either to the existing standards of NVQ within the Waste industry or to an equivalent demonstrable standard (in-house or external).
- 8.3.4 The Contractor must ensure that there are adequate policies in place to promote good practice and employee suitability.
- 8.3.5 The Council expects that any training provided by the Contractor fulfils the Council's equality and diversity objectives of being accessible to, and understandable by all.
- 8.3.6 The Contractors training regimes should incorporate :-
- a) Induction training
 - b) On-the-job training
 - c) Vocational training to an existing standard (where appropriate)
 - d) Additional training (if required)
 - e) Statutory training (continuing competencies)
 - f) Refresher training
 - g) Assessment and re-assessment to verify competency
 - h) Plant/vehicle induction and training
 - i) Depot induction and training
 - j) Periodic review of training needs
- 8.3.7 The Contractor must ensure that any temporary or agency staff are inducted and trained prior to commencement of work.
- 8.3.8 Proof of training (training records) must be available and shall include:-
- a) Names/signatures of trainer/trainee
 - b) Date and place of training
 - c) Duration of training
 - d) Content of training course
 - e) Handouts
 - f) Full/partial participation

- g) Refuse/inability to attend
- h) Clear proof of understanding eg quizzes, exams, multiple choice, oral assessment or practical assessment.
- i) Confirmation of training received – certificates or statements of training.

8.4 RISK ASSESSMENTS AND SAFE WORKING PRACTICES

8.4.1 The Contractor must submit with each method statement requested risk assessments and safe working practices/systems of work for all aspects of the services to be undertaken by the Contractor.

8.4.2 In particular (but not exclusively) Safe Systems of Work and Safe working practices must show consideration to the following risk:-

- a) The collection process, collection of Containers/bags and collection areas (ie rural, dense urban etc)
- b) The overall collection route (time of collection, daylight hours etc)
- c) The size of vehicle used in relation to geographics and road size.
- d) Elimination or reducing the need to reverse
- e) Tailoring collection services with certain time restrictions to minimise the number of pedestrians in the area during the collection process, (eg avoidance of school entrance and exit times etc) and also to minimise the risk of increased vehicular movements (eg. avoidance of collections on main roads during rush hour etc).
- f) Collections crews exposure to noise and the requirement for adequate hearing protection
- g) An assessment of whether single or double sided collection methods provide the safer operation so far as practicable practical.
- h) In relation to street Cleansing operations Chapter 8 signage and how to minimise the risk of injury to operatives on 'dangerous' roads.
- i) COSHH management.

- j) Health hazards associated with refuse and Recycling collections, sharps and other associated risks.
- k) Welfare provision for staff and operatives (both in depot and whilst providing the service)
- l) Manual Handling
- m) Weather and daylight conditions
- n) Offensive/hygiene Waste
- o) Drug, smoking and alcohol misuse
- p) Any other operation that requires consideration

8.4.3 The Contractor must be able to continually demonstrate that all staff are inducted, and trained on the Safe Working Practices that effect their operations and that the level of understanding of this training is high. Levels of understanding must be demonstrable.

8.4.4 The Contractor must be able to demonstrate that where risk assessment evaluations are undertaken that alter or amend safe working practices that there is a quick and reliable route to re-train staff in the revised practices such as for example tool box talks or re-induction.

8.4.5 The Contractor must also be able to demonstrate that operatives have been given guidance on undertaking dynamic/site specific on the job risk assessments to assess sudden, unforeseen hazards or those resulting from a change in the local environment.

8.5 COUNCIL MONITORING OF CONTRACTOR'S HEALTH AND SAFETY MANAGEMENT SYSTEMS

8.5.1 The Council will undertake frequent and robust auditing of the Contractors Health and Safety management systems. Full co-operation must be given by the Contractor to the Council auditors.

8.5.2 Should any aspect of the Contractors service provision be sub-contracted to third party companies the Contractor shall ensure that all the provision as noted in all sections of this contract specification are fulfilled by the third party company and that at any time the Council can request access to third party records for the purpose of Health and Safety Auditing.

8.5.3 Health and Safety Audits as undertaken by the Council are undertaken on a Quarterly, Monthly and on a random basis.

8.5.4 Health and Safety Audits will involve auditing the following:-

- a) Supervisory Daily Health and Safety Checks of operatives/crews
- b) Reporting of Accidents/incidents/near hits or near misses and how these are investigated
- c) The Provision of Personal Protective Equipment and Clothing
- d) Staff Training records
- e) Staff Welfare provision
- f) Depot – welfare, behaviour and rule compliance
- g) Working times compliance
- h) Document display and/or distribution
- i) Vehicle and plant compliance and daily monitoring records
- j) Competency training and ongoing review
- k) Risk Assessment - review and distribution
- l) Safe working practice review and distribution/training or retraining
- m) Audit of crews to ensure that safe working practices are being followed
- n) Audit of crews to ensure specific road risk assessments are being followed.
- o) Audit of crews to ensure that PPE clothing and equipment is being used/worn appropriately.

8.5.5 The Council currently uses an auditing and monitoring system developed in conjunction with the Health and Safety Executive. (Samples of the monthly/quarterly and random audit and monitoring sheets are included as Appendix 1)

8.5.6 Where issues are identified by the Council's auditing/monitoring of the Contractor's health and safety performance remedial action will be requested by the Council which must be complied with by the Contractor by a date specified by the Authorised Officer.

8.5.7 The Council expects that the Contractor of the service will achieve a 90% or higher pass rate over the course of a year's audit. Where the aggregated audit score falls below 90% the Council reserves the right to:-

- a) issue rectifications until such time as the score is improved
- b) employ the services of a third party consultant to resolve the issues highlighted by the audit score the expense of which will be borne by the Contractor

8.6 HEALTH AND SAFETY PERFORMANCE MONITORING

8.6.1 The Council may issue a Rectification Notice under the Conditions of Contract to any crew/operative that is not conforming to health and safety standards or safe working practices or to the Contractor's Approved method Statements or any other matter relating to the health safety and welfare of the Contractor's staff, residents and the public.

8.6.2 Where a Notice is issued the Council expects the Contractor to investigate the circumstances of this breach and to act according to their findings either to re-train or discipline the crew or individual involved or otherwise implement appropriate remedial measures commensurate with the breach and to the satisfaction of the Authorised Officer.

8.7 PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT (PPC/E)

8.7.1 The Contractor must issue or replace Personal Protective Clothing and Equipment as quickly as reasonably possible. To ensure that this is achieved the Council expects the Contractor to hold a stock of PPC/E where possible.)

8.7.2 The Contractor must maintain records of requests for PPC/E which detail the name of the operative requesting the item, the date of the request, the item requested and the date of issue.

8.7.3 The Contractor must ensure that all operatives are wearing the appropriate PPE or using the appropriate equipment at all times.

8.7.4 The Contractor must ensure that any temporary or agency staff are wearing the appropriate personal protective equipment/clothing for the task in hand.

8.8 FAILURE TO COMPLY WITH HEALTH AND SAFETY LAW, GOOD PRACTICE OR GUIDANCE

8.8.1 The Council reserves the right to suspend operations and withdraw payment for services should the Council feel that the Contractor is failing to comply with the Health and Safety law, good practice or guidance in such a way that there is an unacceptable risk to operatives, members of the public, Council representative or the environment.

8.8.2 For non-compliance issues found by audit, officer inspection or other means rectifications can be authorised by the Authorised Officer.

9.0 LOT 1 GENERAL PROVISIONS

9.1 VEHICLES, PLANT AND EQUIPMENT

- 9.1.1 The Contractor shall provide all necessary vehicles, plant and equipment ("Assets) that may be needed for the execution of the Services. The Council and Contractor shall prior to the Commencement Date agree the means and by whom the Assets will be procured. Where the means of procurement (of Assets) generates savings in the prices set out in the Tender the Agreement may be varied in accordance with the Conditions of Contract. For the avoidance of doubt the party procuring the vehicles shall instigate the Variation.
- 9.1.2 The Contractor shall acquire the Council Vehicles and Equipment available as listed in the Appendices..
- 9.1.3 The Contractor shall enter into a User Agreement with the Council for the use of Council Assets through which the Contractor will undertake to:
- (i) discharge all of the conditions placed by the lessor(s) upon the Council; or
 - (ii) discharge all conditions placed upon the use of Council Assets by the Council. By entering into the User Agreement the Contractor undertakes to meet the cost to the Council of returning Council Assets to the lessor in a condition acceptable to the lessor.
- 9.1.4 For avoidance of doubt the Contractor will be responsible for the following costs for all Assets utilised in delivery of the Services:
- Full maintenance of the vehicle/plant/equipment in a roadworthy and operational condition.
 - Vehicle insurances to cover statutory requirements
 - All accident and incident repairs
 - All vehicle road fund licences.
 - On board weighing system. (as required by method statements)
 - Vehicle Operator's Licence.

- The cost of any statutory tests and certification required e.g. MOT LOLA & other statutory requirements.
- 9.1.5 All Contractor Assets introduced as a replacement for an Council Asset shall be new, properly equipped, maintained and utilised in a safe manner at all times.
- 9.1.6 The Contractor will be responsible for ensuring that at all times there are sufficient Assets to undertake the Contract in the manner set out in the specification.
- 9.1.7 A daily vehicle/plant/equipment allocation return must be provided by the Contractor for all Council Assets by no later than 9 am of the following working day. Should a vehicle be off road or piece of plant/equipment be unusable for more than one working day the Contractor shall demonstrate to the Council how the Asset has been covered/replaced via the daily vehicle/plant/equipment allocation return.
- 9.1.8 All service vehicles shall be fitted with publicity boards. The size of the boards and the layout and livery for all vehicles shall be agreed with the Authorised Officer prior to use. The method of attachment for the livery should be such that the Council can re-use livery images should they wish to.
- 9.1.9 The Council places great importance in the image portrayed by its Contractors, vehicles and plant, and the Contractor shall continue this tradition in respect of the type, colour, livery, and cleanliness of the Assets. The Contractor shall seek and obtain the written approval of the Authorised Officer before acquiring any Contractor Asset.
- 9.1.10 The Contractor shall not without the written permission of the Authorised Officer uses any Asset unless it conforms to such colour and livery as may be specified by the Authorised Officer. For the avoidance of doubt, this requirement shall not apply to ad hoc hire vehicles or plant.
- 9.1.11 The Contractor shall twice yearly and or where required by the Council provide and affix such information boards to the sides of any vehicle as may be directed by the Authorised Officer, and shall display such information in a colour and font as may be directed by the Authorised Officer. The Contractor shall ensure that no poster, advertising material, or other display of any kind is placed on the information boards or elsewhere on the vehicle without the express written permission of the Authorised Officer. The Contractor shall ensure that out-of-date information posted on the information boards is removed and the surface of the board made good, by re-painting if necessary.

- 9.1.12 The Contractor shall ensure that Assets are at all times cleaned and maintained to the standards set out in the Contractor's Method Statement and kept in a serviceable and roadworthy condition in accordance with all relevant Law.
- 9.1.13 The Authorised Officer may, acting reasonably, require the Contractor to clean, repair, paint, or otherwise change the external appearance of any Asset that appears to him to be detrimental to the Council's image.
- 9.1.14 The Contractor shall at his own expense wash and clean vehicles in such vehicle in a purpose built facility. The Contractor shall ensure that vehicles are not washed in such a position in any yard that water and/or deposits run across the open yard.
- 9.1.15 The Contractor shall make available to the Council any spare capacity in any Assets deployed on the Services for the purpose of service enhancement.
- 9.1.16 The Contractor shall permit the Authorised Officer or his nominee unfettered access on reasonable notice to all Assets including all records and certification relating to said Assets.
- 9.1.17 The Contractor shall provide and install suitable communications equipment within the cab of each vehicle deployed on the Services so that all employees are in communication with the Contractor's office at all times while at work in accordance with the current law.
- 9.1.18 All road-going motorised vehicles shall be fitted with GPS based tracking devices so that the Contractor and the Authorised Officer are able to determine routes followed and times at which vehicles were present on those routes. All GPS based tracking systems shall conform to the standard agreed by the parties. The costs of supplying and fitting GPS based tracking system to individual vehicles shall be borne by the Contractor. The Contractor shall ensure that the Council has full access to the tracking system data on a live basis.
- 9.1.19 All road-going motorised vehicles at the start of the contract shall be fitted with GPS based tracking devices within two (2) months of the Commencement date. All new or replacement vehicles brought into service shall be fitted with operational GPS tracking devices prior to their introduction into service.
- 9.1.20 The Contractor shall ensure that all collection vehicles have cameras installed to the rear of the vehicle which relays images to the driver. These cameras should have the ability to record and review the images if required. The Contractor shall also ensure that a portable

digital camera is provided to each crew (considered necessary by the Authorising Officer) to provide the Council with evidence/proof of disputed accidents, incidents or collection issues. Images/footage from these devices must be made available on request by the Council.

9.1.21 All collection vehicles shall also be fitted with an on board weighing systems to avoid overloading. All vehicles should also be fitted with a computerised bin monitoring/return system which provides electronic live returns to the Council call logging centre. (NB wheeled bins distributed in the district are not electronically chipped).

9.1.22 The Contractor shall also ensure that vehicles have Route Optimisation software to economise on fuel usage and environmental damage.

9.2 CHANGES IN DEMAND

9.2.1 The Council and the Contractor shall plan ahead as far as is practicable for changes in demand. In particular, emergency plans and routines shall be put in place to respond to possible difficulties in service delivery and to minimise service disruption as a result of the following types of occurrence and similar occurrences which have the potential to change demand:

- Waste creation events that are foreseeable.
- Any events that are foreseeable that constrain any Waste service included in this Contract.
- Changes to the built environment, which leads to temporary or permanent changes, in demand or constrains collection, including new premises, road works or construction works.
- Changes in Waste management technology.
- Changes to legislation or guidance from Government or the Environment Agency, particularly involving the Government's national Waste strategy.
- Changes to the boundaries and constitutions of local authorities.
- The development and growth in the Council's Recycling operations and services, and Waste minimisation promotion.
- Emergency operations which result in use of vehicles and operatives for other duties.
- Health and Safety Executive guidance or direction or compliance requirements.
- Inter-Council Agreement and Essex County Council (Waste Disposal Council) direction and development of disposal/processing sites.

9.3 CUSTOMER CARE

9.3.1 The Contractor shall ensure that all its employees provide the highest possible standards of customer care at all time. The Contractor shall train all operatives and supervisory, administrative and managerial staff to achieve the required standard of customer care, and shall make available to the Authorised Officer on request details of its training programmes

and details of training actually delivered to each employee. The Contractor shall from time to time monitor its employees' standard of customer care, and shall make available such monitoring records to the Authorised Officer on request.

- 9.3.2 The Contractor shall not allow 'totting' or similar practices to be undertaken by its employees at any time.
- 9.3.3 The Contractor shall ensure that all its employees are at all times polite, friendly, and helpful to members of the public, and act in a manner which reflects well on the Council's reputation and image. The Contractor shall ensure that its employees go out of their way to assist any resident who has special needs with the collection of Household Waste.
- 9.3.4 The Contractor shall ensure that all its employees when driving vehicles on the highway do so with the utmost courtesy and in strict compliance with the provisions of the Highway Code. This includes non smoking in vehicles and also compliance with latest guidelines on the use/non use of mobile phones.
- 9.3.5 Drivers employed by the Contractor shall drive safely and correctly at all times in accordance with statutory regulations and instructions. Employees must be trained and be thoroughly competent in the safe use of all parts of the vehicle paying particular attention to the tipping procedure at the disposal site. The Authorised Officer has the right to demand the removal of an employee from driving vehicles where it can be shown a driver consistently drives in an unsafe or incorrect manner or is grossly negligent in the driving of the vehicle.
- 9.3.6 The Contractor shall provide all front-line employees with a distinctive uniform appropriate to the nature of their tasks together with such protective clothing as may be necessary during all types of weather. The uniform shall be worn at all times whilst employees are on duty and maintained in a good and clean condition.
- 9.3.7 The Contractor shall ensure that all front-line employees wear a high visibility coloured reflective vest with EFDC and the Contractor's name clearly shown on the back of the vest.
- 9.3.8 The Contractor shall ensure that all crews and front-line employees carry or wear at all times a photo identification card/badge showing a photo of the wearer, and stating the wearer's name, job title, the Contractor's name, the name Epping Forest District Council, the date of issue, and a date of expiry. The Contractor shall seek the approval of the type

and style of these identification cards and shall make the photo identification cards available to the Authorised Officer, upon request.

- 9.3.9 The Contractor shall make every reasonable effort to ensure that any leaflets, correspondence, or other written communication of any kind that is sent to residents, public or customers shall be set out in plain English, and in such other languages as may be specified by the Authorised Officer including Braille and large print.

9.4 CONTRACTOR'S CONTACT FACILITIES

- 9.4.1 The Contractor shall maintain at its Premises computer facilities, a fax machine and telephone systems of good quality, for the purposes of communications verbal, text and data. Such facilities must always be available for use during the hours that the service is being provided and during normal office hours (0900 to 1700 hrs Monday to Saturday).

Telephone Facilities

- 9.4.2 The Contractor shall provide telephone contact facilities for the Authorised Officer, other officers of the Council to report complaints, make requests for service or make enquiries about the services and shall ensure staff answers all telephone calls promptly during the hours in 9.4.1. When answering a call, the Contractor's staff shall give the name of the Contractor, their own name, and offer assistance.
- 9.4.3 All incoming calls will be promptly answered by the Contractor's staff who shall be trained in customer care and have sufficient knowledge of the Contractor's Programme of Work, the Council's duties and services, including its role with regard to Waste disposal, in order to promote customer satisfaction.
- 9.4.4 The Contractor shall make suitable arrangements to receive at all times calls and instructions from the Authorised Officer. These arrangements shall include making available appropriate email addresses, and office and mobile telephone numbers with voicemail facilities for all employees.

9.5 PROGRAMME OF WORK

- 9.5.1 No more than 21 days prior to the Commencement Date the Contractor shall submit for approval to the Authorised Officer, in a format to be agreed, a Programme of Work detailing some or all of the terms below depending on the Services being provided by the Contractor.

- a) Waste collection programmes divided into services, rounds and days per week (to all collections).
- b) Street Cleansing programme for all roads divided into rounds and days per week.
- c) Street Cleansing leaf-fall Cleansing methods.
- d) A-Z of roads detailing each individual service, service frequency and road name.
- e) Weed Spraying programme divided into rounds and days per week.
- f) Dog Litter collection programme (provisional item) divided into rounds and days per week.
- h) Food & Garden Waste collection programme divided into rounds.
- i) Snow plan operation procedures

9.5.2 Where any subsequent changes to the Programme of Work are agreed then the Contractor shall, where appropriate, at his own expense, meet all the costs associated with advanced advertising and advising residents of the changes, including the costs of preparing, providing and distributing leaflets and similar literature.

9.5.3 The Contractor shall, within 4 Working Days of any change being agreed, supply free of charge an updated Programme of Works to the Authorised Officer.

9.5.4 All work shall be completed in accordance with the order and sequence of the roads on the latest Programme of Work. Any variation to the Programme of Work shall require the prior consent of the Authorised Officer. Failure to carry out the work in accordance with the latest Programme of Work may lead to a Default Notice and/or termination in accordance with the Conditions of Contract.

9.5.5 The Contractor shall ensure the Programme of Work accounts for any Saturday, Sunday and other out of hours work necessary to deliver the Services and any special arrangements necessary to ensure collections and Cleansing are maintained during working weeks affected by Bank Holidays and other public holidays.

9.5.6 In particular the Programme of Work shall show the 'catch-up' arrangements for scheduled work not undertaken because of Bank or public holidays. All scheduled work affected by Bank or public holidays shall be caught up no later than the following Saturday unless two

Bank or public holidays occur in the same working week when all scheduled work shall be caught up by the Saturday of the following week.

- 9.5.7 Without prejudice to this paragraph the Contractor shall comply with any Bank Holiday catch-up arrangements already approved by the Council prior to the Commencement Date.

9.6 COMPUTER FACILITIES

- 9.6.1 The Council currently uses an MVM computer system for the logging of enquiries. The Contractor may be granted access to this system in order to complete the data fields required by the Authorised Officer.

- 9.6.2 The Council requires an effective realtime monitoring, tracking and CRM system, and it is envisaged that a large proportion of such a system will be delivered by the Contractor using bespoke technology and local operating procedures. The Council will welcome Participants' proposals during dialogue for an integrated system that delivers all the requirements of this Specification.

- 9.6.3 The principal aim of Council access to realtime tracking software (for both GPS views and In-cab logged issues) in addition to sound enquiry management systems is to allow improved customer handling and improved communications between all parties.

- 9.6.4 The Contractor shall provide all other computer facilities necessary to deliver the Services.

9.7 MANAGEMENT INFORMATION

- 9.7.1 The Contractor shall supply, operate and maintain management information systems capable of providing feedback concerning the day to day operations of the services and details of complaints that may arise from householders and the general public. The systems shall be capable of providing operating and quality performance data on at least a weekly basis and planning and monitoring data on a monthly basis. Furthermore, the systems shall allow the preparation of performance reports to Ward level.

- 9.7.2 The Contractor shall supply the operational, financial and quality information required by the Council to justify the current operational arrangements and to report on the implementation of the Partnering Board's service strategy.

9.7.3 No more than 21 days prior to the Commencement Date and on the 1st April each year thereafter, the Contractor shall supply details of his intended operational structure and systems of working for carrying out this Contract. This shall include the following:

- a) the name of the Company Director or Chief Executive who will have direct overall responsibility for the Contract Manager, together with the names of the Contract Manger and all supervisors and administrative staff involved in the day to day operation of the Contract;
- b) the roles and tasks of the Contractor's Manager, supervisors and administrative staff and how these interact;
- c) the normal days and hours of working of the Contractor's Manager, supervisors and administrative staff;
- d) full description of the types and number of vehicles and plant to be used including make and type of Container lifting equipment and details of the Contractor's Vehicle Operators Licence,
- e) the vehicles and plant that the Contractor plans to replace over the next twelve months;
- f) descriptions of the categories of staff and the number of employees in each category;
- g) the normal days and hours of working of employees and the expected allocation and utilisation of vehicles and plant (spare capacity of all plant dedicated to this Contract is to be available for utilisation and possible growth without charge);
- h) any planned variations in resources throughout the year, especially efficiency improvements;
- i) an updated copy of the Contractor's Programme of Work, Customer Care, Equal Opportunities Policy, Health & Safety Policy, and Environmental Policy where appropriate;
- j) descriptions of methods and systems of working including measures and actions to be taken by staff to ensure the highest practical standards of customer care, equal opportunities, the safety of themselves and others whilst at work; an environmental stewardship report detailing steps taken over the previous year and planned for the year ahead to ensure compliance with the Council's Environmental Policy and specifically the steps taken and to be taken to reduce the consumption of energy. Materials and water used in delivering the services (This environmental stewardship report shall include any

vehicle maintenance operations carried out by or for the Contractor in the Council's Langston Road workshop.)

- k) descriptions of methods and systems for inspecting and servicing vehicles and the maintenance of records relating to these.

9.7.4 Each Working Day, each of the Contractor's Waste Recycling and street cleaning crews shall, where appropriate, transfer all data from vehicle mounted data-loggers or when fitted otherwise by round sheets and GPS data reports (and any other information reasonable requested by the Authorised Officer) to the Contractor's management information system and compile a concise written report setting out details of:

- a) all properties, premises or locations where it was not possible to carry out or complete collections of Waste or recyclable materials, or to perform any other of the specified Services;
- b) the type of collection or Services not carried out or completed, and the reasons in each case;
- c) properties where a resident advice leaflet has been left.;
- d) any address where it was impracticable to return Containers within the property boundary, together with an explanation of the circumstances;
- e) any address from which Containers have been lost, together with an explanation of the circumstances;
- f) any address at which Containers or Containers have been damaged, or are found to be damaged, together with a brief description of the damage and an explanation of the circumstances;
- g) any damage caused to any property, premises, highway, or street furniture together with a brief description of the damage and an explanation of the circumstances.
- h) details of abandoned vehicles incidents dealt with.
- i) details of fly-tipping incidents dealt with.
- j) details of any locations where scheduled street cleansing operations could not be carried out.

9.7.5 Daily crew reports shall be completed within 30 minutes of return to the depot (at the end of the Working Day). All daily crew reports need to be provided to the Council no later than 7.00am the following day. The Contractor shall make available, on request, for inspection by the Authorised Officer, a copy of each crew's Daily Report and vehicle data-logger record and shall retain all such Daily Reports and vehicle data-logger where are fitted to the vehicles and if not, round sheet records for investigation as required by the Authorised Officer for, at least, 60 days.

9.7.6 The Council requires the following reports on a daily basis:

- a) Refuse daily crew returns
- b) Dry Recycling crew returns for all materials
- c) Food & Garden crew returns
- d) Special (Bulky Waste) collection
- e) Dead animal log sheets
- f) Dog & Litter bin returns
- g) Entire daily street Cleansing daily work returns
- h) Vehicle & crew allocation sheets for all fleet vehicles
- i) Reports of damaged or broken Wheeled Bin
- j) Returns or any investigation requests, missed collection returns or other service enquiries
- k) Please note other returns may be required by the Authorised Officer.

9.7.7 Additional returns required on a basis to be agreed with the Authorised Officer will be :-

- a) Container/Container delivery returns,
- b) Black and clear sacks delivery returns
- c) Leaflet and calendar distribution returns
- d) Fly tip clearance

- e) Tonnage returns by day/material/round etc
- f) Any other returns requested from the Authorised Officer.

9.7.8 The Contractor shall keep records of labour deployed, work achieved, and work missed on a daily basis. Each Monday a copy of the previous week's records shall be presented to the Authorised Officer showing details of:

- a) the total labour deployed, together with absence and attendance levels, for each part of the works;
- b) the delivery of the Waste collection and street Cleansing services including details of performance and non-performance in relation to Recycling, household Waste, narrow access streets, Litter bin emptying, Litter bin emptying, site checking and replacement, fly tip clearance, chewing gum removal, removal of shopping trolleys;
- c) the registration number of every vehicle being used in the performance of any Service included in this Contract, together with a reference to the round or schedule to which they have been allocated;
- d) the delivery of services in relation to special events and emergencies

9.7.9 The Contractor shall obtain weighbridge tickets in respect of each and every Waste load collected under this Contract. The original weighbridge ticket must be passed to the Authorised Officer within 2 Working Days. The weighbridge tickets will be used as the base information for calculating the levels of residual Waste and associated Best Value Performance Indicators. Each ticket must carry a unique serial number and include the following information:

- a. address of the delivery point;
- b. receiving organisation;
- c. date;
- d. type of material;
- e. gross, net and Tare Weights;
- f. round number (furnished by the driver);
- g. time of arrival/departure;

- j. vehicle registration number;
- k. driver's name; and
- l. name of weighbridge operator.

The Contractor will retain a second paper copy of each computerised weighbridge ticket. A summary sheet showing the tickets issued for each Working Day shall be prepared by the Contractor and passed to the Authorised Officer(s) with each Invoice. The format of the summary sheet shall be agreed between the Council(s) and the Contractor, but will include:

- a. ticket numbers issued
- b. weight of each load
- c. total weight for each source of material
- d. deliveries out of hours

OR:

A computerised data handling system shall be electronically linked to the weighbridge and shall generate the weights of Contract Recyclables delivered without the need for manual input of:

- a. gross, net and Tare Weights; and
- b. time of arrival and departure.

The Contractor must retain and make available for inspection all details of all weighings made throughout the Contract period and for a period of seven years following the weighing.

9.7.10 Where materials are Recycled the Contractor shall obtain weighbridge tickets when the material is delivered to the Recycling or processing facility. The original weighbridge ticket must be passed to the Authorised Officer within 2 Working Days. The weighbridge tickets will be used as the base information for calculating the Recycling rate.

9.7.11 The Contractor shall provide the Council with a monthly analysed breakdown of all Waste and Recycling tonnages. This analysis shall be by service, round and vehicle.

9.8 REPORTING AND AUDIT

- 9.8.1 The Contractor shall ensure throughout the Contract period that the Authorised Officer is granted access upon reasonable notice to all of the Contractor's premises and Facilities used in the delivery of the Services.
- 9.8.2 The Contractor shall ensure that the maximum commercial value is realised from Contract Waste and shall ensure particularly that the quality of the Contract Recyclables delivered by the Council is not diminished through blending with materials emanating from elsewhere.
- 9.8.3 The Contractor shall have or shall establish processes and systems for the routine accurate measurement and reporting of information pertaining to the Contract as required by the Authorised Officer. The Contractor shall submit to the Council in respect of material delivered the following information by the fifth Business day of each Month in respect of the previous Month :
- a. Contract Wastes weights by load, time vehicle, and date;
 - b. As a. above, but sorted and totalled by Council Collection Vehicle;
 - c. As a. above, but sorted and totalled by Service type;
 - d. The weights of any Contract Recyclables received sorted by both date and the Council Collection Vehicle and finally totalled;
 - e. Monthly reconciliation of all Contract Recyclables received broken down into various fractions and types and quantities of Recycled and Rejected materials (if any);
 - f. Monthly reconciliation of Separately Collected Contract Recyclables received including quantity of reject (if any);
 - g. Monthly analysis of separated Contract Recyclables sent for Recycling and the Reject level therein;
 - h. Monthly analysis of separated Rejects and the composition thereof;
 - i. Quarterly contamination reports of the Contract Recyclables and Separately Collected Contract Recyclables received (including details of any Hazardous Waste);

- j. Details of the destinations of all Contract Wastes including all Recycled Waste. These shall be reported on a quarterly basis with a breakdown of destinations for the different materials;
 - k. Details of all Reject Waste disposed of according to material weight, disposal method and destination on a monthly basis;
 - l. Monthly health and safety reports, noting the details of any accidents and dangerous occurrences reportable under RIDDOR;
 - m. Other measures and data reasonably required by the Authorised Officer(s) for the purposes of effective Contract management and compliance with legal and regulatory requirements (e.g. Waste transfer note, Waste carriers licence and ease of input into Waste DataFlow).
- 9.8.4 The Authorised Officers retain at all times the right to despatch individual loads initially to a third party for detailed assay and valuation in accordance with the Conditions of Contract.
- 9.8.5 The Contractor shall report all the information detailed in a standardised MS Excel form as approved by the Authorised Officer.
- 9.8.6 The Contractor shall make available for inspection by the Authorised Officer on demand original hard copies of weighbridge tickets throughout a period of seven years from the day of the weighing.
- 9.8.7 The Contractor shall provide to the Council access to all its records, Facilities, and managers related to the Contract at all normal office hours during the Contract Period.
- 9.8.8 The Contractor shall assist the Council in undertaking performance reviews as specified, including the provision of information for the formulation of local and national performance against indicators and attendance at evening Council meetings and public meetings as required.
- 9.8.9 The Council will monitor closely the Contractor's compliance with its submitted Method Statements and the Contractor shall provide every assistance, co-operation and support to the Authorised Officer in making his assessments.
- 9.8.10 The Contractor shall use up-to-date and industry-recommended and approved environmentally sustainable work methods and practices.

9.9 COMPLAINTS, REQUESTS FOR SERVICE AND ENQUIRIES

- 9.9.1 The Council will deal with incoming enquiries and complaints and will require support from the Contractor to provide quality responses to residents, often in real-time through electronic means or by telephone.
- 9.9.2 The Contractor shall co-operate fully with the Council's internal complaint procedures as set out in the Appendices to this Specification.
- 9.9.3 The Contractor shall resolve complaints about day-to-day operational matters referred by the Contractor by the Authorised Officer within the time scale set by the Authorised Officer.
- 9.9.4 The Contractor shall acknowledge the receipt of any written complaint (letter or e-mail) sent to the Contractor by the Authorised Officer within one (1) Working Day of receipt. The Contractor shall endeavour to resolve all written complaints within three (3) Working Days of acknowledging receipt and record details of the actions if any that are to be or have been taken in the complaint recording system.
- 9.9.5 The Council expects that an Authorised Officer of the council will be responded to within 1 hour should it be necessary for them to leave a telephone message or send a text message to any of the Contractors key staff regarding complaints, requests for service and inquiries.
- 9.9.6 A disputed complaint can only be upheld in favour of the Contractor if sufficient evidence/proof is provided by the Contractor that unequivocally and undeniably proves the complaint to be unjustified. Where there is uncertainty or ambiguity the Council's Authorised Officer will determine the outcome of the dispute in such a way as to ensure that the Council's interest is best served by limiting the potential of Ombudsman involvement and/or counter financial claims for compensation.
- 9.9.7 Weekly or bi-weekly operations meetings between the Contractors supervisory staff and Authorised Officers will be used to discuss ongoing operational problems or as a forum for the Contractor to highlight ongoing disputed issues.
- 9.9.8 The Contractor shall actively seek to resolve all complaints, requests for service and inquiries received from persons other than the Authorised Officer, to the highest standards of customer care ensuring these other persons are correctly dealt with and the issue addressed without the involvement of the Authorised Officer. The Contractor and Authorised Officer shall agree a protocol for involvement of the Authorised Officer in

complaints, requests for service and inquiries and the monitoring thereof where it is considered necessary for customer care purposes.

9.9.9 The Contractor shall actively seek to restrict the number of complaints to a minimum and undertake to deliver continuous improvement in respect of complaints management.

9.10 ENVIRONMENTAL PERFORMANCE

9.10.1 The Contractor shall ensure that all its employees are familiar with the environmental protection provisions of the Authorities Environmental Policy, the Local Strategic Partnership (the Community Plan), the Council Plan the annual Best Value Performance Plan and the Waste Management Service Plan and shall co-operate with the Council in delivering environmental policies and objectives consistent with those provisions.

9.10.2 The Contractor shall ensure that the Services are performed in a manner which at all times is consistent with:

- a) Achieving continuous measurable improvement in environmental performance.
- b) Promoting the best practical environmental options for managing all kinds of Waste.
- c) Enhancing the appearance of the street scene.
- d) Reducing traffic congestion.
- e) Minimising noise pollution.
- f) Minimising carbon emissions and maximising fuel efficiency
- g) Minimising air pollution, in particular through the use of driving techniques that reduce fuel use, and by using low emissions technology and fuels in all vehicles deployed to deliver the Services.
- h) Avoiding contamination of land and water.
- i) Protecting street trees.

9.10.3 The Contractor shall maintain an up-to-date working knowledge of best environmental management practice for the Services and shall advise the Council in relation to the measurable improvement of environmental management in relation to those Services.

9.10.4 The Contractor shall provide environmental performance information on its website.

9.11 INCLEMENT WEATHER AND SNOW PLAN

9.11.1 Suspension of the Waste Collection and or Street Cleansing Services will only be considered upon the request of the Contractor if the Authorised Officer is agreed that weather on any particular day or part of a day is so inclement as to make work impracticable. The Contractor will, however, be required make collections as soon as possible and within the same working week where practicable to those properties omitted from the collection rounds as a result of the inclement weather. No additional payments will be made to the Contractor in respect of any additional expenses that may be incurred in complying with this requirement.

9.11.2 Suspension of street Cleansing services will only be considered upon the request of the Contractor if the Authorised Officer is agreed that weather on any particular day or part of a day, is so inclement as to make work impracticable. The Contractor will, however, be required to make collections or sweepings as soon as possible in the same working week for those areas that missed their Waste Collection or Cleansing Services as a result of inclement weather. No additional payments will be made to the Contractor in respect of any additional expenses that may be incurred in complying with this requirement or in respect of accumulations of rubbish.

9.11.3 During the suspended period and where the Contractor cannot gainfully employ operatives normally employed in the delivery of the Services the Contractor shall make the workforce available for other duties if required by the Authorised Officer, in particular salting, gritting or snow clearing as per the Snowplan

9.12 GRATUITIES

9.12.1 The Contractor shall ensure that none of its employee asks any person for a gratuity in relation to any service provided to anyone in the District, nor accepts such a gratuity if offered by any person. For the avoidance of doubt this provision also applies to Christmas tips.

9.13 MEETINGS

9.13.1 The Contractor shall attend meetings concerning the Contract at any time following reasonable notice, as required by the Authorised Officer. The Contractor shall nominate

suitable managers or supervisors to attend the following routine meetings throughout the Term at venues and on dates agreed with the Authorised Officer.

- a) Within 24 hours site meetings to discuss operational difficulties and/or complaints.
- b) Weekly or fortnightly meetings to discuss routine operational performance.
- c) Monthly manager's liaison meetings to discuss service performance and requirements.
- d) Quarterly meetings (if required) to discuss operational performance and programming at a strategic level.
- e) A year end review to discuss and formulate changes to the Quality Management System.
- f) An annual meeting to discuss the forthcoming years' budget, work and service proposals, Programme of Work and Health & Safety and environmental standards.
- g) Urgent and impromptu meetings (on or off site).
- h) Regular meetings of a Partnership Board as set out in the Contract Documentation.

9.13.2 Either party may raise any matter concerning the performance of the Contract by placing it on a written agenda. The proceedings of all meetings will be minuted by the Contractor and submitted to the Authorised Officer for Contract within the following week.

9.14 MONITORING

9.14.1 The Contractor shall co-operate with the Authorised Officer in monitoring the Contractor's performance in delivery of the Services. The Council's monitoring shall include

- a) Random sampling and inspection of all aspects of work carried out or specified;
- b) Observation of work whilst being carried out and assessment of compliance with agreed methods and systems of work including health and safety and environmental requirements;
- c) Inspection of Assets.
- d) Inspection of Premises.

- d) Inspection of all documented service records kept by the Contractor.
- e) Evaluation of complaints received by the Council or the Contractor.
- f) Health & safety monitoring.

9.15 HIGHWAYS AND OTHER AREAS

- 9.15.1 The Contractor shall at all times comply with current legislation relating to road transport operations including all existing and any future restrictions arising from but not exclusively pedestrianisation schemes and parking orders. In particular the Contractor shall comply with Chapter 8 of the Traffic Signs Manual *Traffic Safety Measures and Signs for Road Works and Temporary Situations* - Department for Transport/Highways Agency.
- 9.15.2 Any damage to the highway or private forecourt including structures, shrubberies, vegetation, street furniture, etc, resulting from the Contractor's operations must be reported to the Authorised Officer no later than at the end of the Working Day in which the damage occurred. The cost of repairs, whether or not the damage is reported shall be borne by the Contractor, except where the damage and resulting costs can be attributed to a direct instruction from the Authorised Officer where the likely consequences of this action has been explained to the Authorised Officer in writing.
- 9.15.3 The construction of private forecourts may be different to that of the public highway and care should be taken to avoid damage, even if this means adopting a different method of working to that used on the public highway. Any financial claim resulting from the traversal of such forecourts/driveways will be borne by the Contractor.
- 9.15.4 Four wheeled mechanical sweeping vehicles shall not be used on footbridges, areas constructed with traditional type paving flags (Flag types A-D to BS7263 or similar), or on bituminous footways in hot weather if the surfacing has softened sufficiently to allow damage to be caused. This includes mechanical brushes rotating while the vehicle is stationary.
- 9.15.5 The Contractor shall identify and report to the Authorised Officer any builders materials, dumped household materials, surplus road making materials, abandoned vehicles or other items deposited on the highway that interfere with the street Cleansing operation.

9.16 DIFFICULT ACCESS

9.16.1 The Contractor shall take account of access difficulties that may arise by virtue of, inter alia:

- a) Parking
- b) Traffic levels
- c) School drop off and collection times;
- d) Other events.
- e) Estate construction, narrow roads and accesses.
- f) Individual premises access and/or location off a designated highway.
- g) Any roadworks or similar activities effecting access to roads and/or properties which may cause difficulties in achieving the required standards for the Services.

9.16.2 None of the above listed events shall excuse the Contractor from performing the services to the required standards.

9.16.3 Road Risk Assessments must be undertaken that reflect the above issues and road order should reflect these road risk assessments to ensure that the optimum safe working practices are achieved and the risk of non-collection is minimised.

9.16.4 Should a road be unable to be accessed due to any of the above the Contractor shall ensure that the Council is advised on the scheduled day of collection/Cleanse and that the road is returned to on a daily basis until collections/Cleanse can be undertaken.

9.16.5 Should the Council consider that the Contractor has failed unreasonably to fulfil their contractual obligations the Council has the right to employ the services of another Contractor and deduct payments made from the Contractor.

9.16.6 The Contractor shall establish, in conjunction with the Authorised Officer, arrangements for ensuring the services can be delivered satisfactorily, in the event that one or more of events set out in paragraph 9.14.1 occurs. Arrangements to address these events may include, inter alia:

- a) Suitable narrow bodies and/or smaller vehicles.
- b) Manual rather than mechanical sweeping.
- c) Provision of services outside of normal operating hours:
- d) And coning off roads to prevent parking ahead of service delivery.
- e) Traffic management plans

9.16.7 All arrangements necessary for service delivery in the event of one or more of the events set out in paragraph 9.16.1 occurring shall be undertaken at no additional cost to Council. Where these arrangements require the consent of any other Council the Contractor shall not implement the arrangements without first securing any necessary third party consent. For the avoidance the Contractor shall meet all costs associated with securing any necessary third party consents.

9.17 CIVIL EMERGENCIES

9.17.1 In the event of a civil emergency (Civil Contingencies Act), the Contractor may be requested to provide labour and plant on a Daywork rate basis, for dealing with civil emergencies such as flooding, oil pollution, major clearance of snow or ice and other similar matters.

9.17.2 the Authorised Officer shall not call upon the workforce unless absolutely necessary and will not require personnel to carry out tasks needing specialist training or for which they are not suited.

9.17.3 By agreement with the Contractor, the Authorised Officer may request certain key personnel be trained in dealing with aspects of civil emergencies.

9.17.4 All administration, training, wages and other costs will be paid by the Council on a Daywork rate basis.

10.0 APPENDICES

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