

LONDON BOROUGH OF HAMMERSMITH & FULHAM

CONTRACT

FOR

**WASTE COLLECTION, RECYCLING AND STREET CLEANSING
SERVICES**

SPECIFICATION

16th JUNE 2014 TO 14th JUNE 2021

LONDON BOROUGH OF HAMMERSMITH & FULHAM

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1. **DEFINITIONS**

Best Value	shall have the meaning ascribed to it in the Local Government Act 1998
Bills of Quantities	means the Bills of Quantities included in the Pricing Document forming part of the Contract Documents;
Borough	means all the locations within which the Contractor is to perform the Services as set out in the Contract Document;
Cleanse/Cleansing	means cleaning the entire surface, including grass verges, lay-bys, traffic islands and planters placed on the street, to achieve Grade A by means of manual or mechanical sweeping, litter picking or vacuum operated means or any combination of these; this includes the removal of Litter, detritus, debris, loose chippings, excreta, vomit and other body fluids, weed and other plant growth, leaf fall, blossom, dead animals and any other matter or deposit whatsoever that does not exceed 0.25m ³ in bulk, including the removal of Fly-posting, of advertising cards in telephone kiosks and of unsolicited advertising flyers placed under the windscreen wipers of parked vehicles; it also includes removing Litter from street furniture such as salt bins and planters; but excludes chewing gum;
Commercial Waste	shall have the meaning ascribed to it under Sections 75(2), (7) and (8) of the Environmental Protection Act 1990 and in Schedule 4 of the Controlled Waste Regulations 1992;
Container	means any receptacle used to contain and store Waste, including, but not limited to, bulk bins, Smart Banks, Smart Sacks, garden waste sacks;
Council	means the London Borough of Hammersmith & Fulham;
Daywork Rates	means the rates to be charged by the Contractor for the performance of additional services described in the Bills of Quantities forming part of the Contract Documents in the form of hourly rates;

Delivery Point	means subject to Condition 7.8 any place where the Council may from time to time instruct the Contractor to deliver Waste. For the avoidance of doubt, the Delivery Points may include transfer stations, bulking bays, reuse and recycling centres including the MRF, incinerators, recycling facilities, landfill site or any other place licensed to receive Waste within or without the Council's boundaries;
Fly-posting	means any printed material and associated remains without a Council logo affixed by ties, tape, pins or similar plus any ties, tape, pins or other items used to informally or illegally fix Fly-posting to any structure up to two metres in height;
Fly-tip	means the unauthorised and / or unlawful deposit of Waste or loose material where the volume is greater than 0.25m ³ on a single site located on any land or highway to be Cleansed in the Borough;
Garden Waste	means biodegradable garden derived Waste including but not limited to grass cuttings, plants, flowers, weeds, plant and tree prunings etc that the Authorised Officer instructs the Contractor to collect for composting through a Council collection scheme;
Hazardous Waste	shall have the meaning ascribed to it in the Hazardous Waste Regulations 2005 and the List of Waste Regulations 2005.
Household Waste	shall have the meaning ascribed to it under Section 75(2) of the Environmental Protection Act 1990 and/or Schedule 1 of the Controlled Waste Regulations 1992;
Litter	means small items of Waste or other materials, excluding chewing gum, whether placed in Litter bins, blown from Litter bins, or dropped or carelessly discarded that causes defacement in public places;
Recyclables	means paper, cardboard, glass bottles and jars, cans and tins, aerosols, plastic bottles and green garden waste and any type of Waste that the Authorised Officer instructs the Contractor to collect for recycling;
Residual Waste	shall mean Waste from households or commercial premises that is presented for disposal and is not to be reused or recycled;

Schedule of Rates	means the rates to be charged by the Contractor for the performance of additional services described in the Bills of Quantities forming part of the Contract Documents in the form of unit rates;
School Holidays	as detailed on the Council's website or as notified by the Authorised Officer;
Services	means the whole of the services or any of them to be provided by the Contractor pursuant to the Contract or such of them as may from time to time remain the subject to this Contract;
Smart Bank	means recycling Containers for the deposit of co-mingled Recyclables and provided by the Council on estates, mansion blocks and multi-occupancy dwellings, and at on-street locations as specified by the Authorised Officer;
Smart Sack	means the orange non-reusable sacks provided by the Council to low-rise households for the collection of co-mingled Recyclables;
Waste	shall have the meaning ascribed to it in Sections 75(2) and 75(3) of the Environmental Protection Act 1990 and other types of waste specifically referred to as being included in these Services;
Waste Disposal Authority (WDA)	means the Western Riverside Waste Authority and any successor authority who are responsible for receiving Waste delivered by the Contractor to a Delivery Point and its contractors, agents and servants;

2. INTRODUCTION

Overview and Service Objectives

- 2.1 The London Borough of Hammersmith & Fulham ('the Council') is a small, densely populated inner London borough of approximately 1,640 hectares with a population of 165,242 (2001 Census) and approximately 79,438 households (Statement of Numbers and Bands [from the Valuation Office Agency] of all Properties shown in the 1993 Valuation List for the Billing Authority Area of Hammersmith & Fulham BA Code 5390 As at 30-MAR-2007. The Borough includes three busy town centres (Shepherd's Bush, Hammersmith and Fulham) along with a number of major sporting and entertainment venues (e.g. three football grounds, Olympia, Earls Court 2, Hammersmith Apollo etc) plus staged events such as the Boat Race. The Borough suffers with heavy traffic congestion and this is likely to be exacerbated by the ongoing effects of the western extension of the London congestion charging zone that commenced in February 2007 which reaches, and in the North-Eastern tip encroaches upon, the Borough's boundaries.

- 2.2 The Council is committed to providing value for money services, improving quality at lower cost and delivering a cleaner, greener Borough. The tendering of Waste Collection, Recycling and Street Cleansing Services is seen as an exciting opportunity to enhance both quality and value for money. This Specification sets out the Council's detailed requirements in relation to the performance of the Contractor and the requirements for the provision of Waste Collection, Recycling and Street Cleansing Services. The Council seeks to allow the Contractor the freedom to introduce innovation to Service delivery in order to meet the desired objectives within the parameters of the Specification.
- 2.3 As an overview, the Council's key objectives for these Services are:-
- To put residents first by providing improved, more efficient and responsive Services, whilst offering better value for money.
 - More efficiently co-ordinated street-scene and environmental Services that optimise public investment and contribute to a cleaner greener Borough.
 - To deliver continuous improvement, and increase residents' satisfaction with these important, highly visible Services.
 - To provide waste collection, recycling and street cleansing Services that cater more effectively for the vibrant weekend and night-time economy that has developed in the Borough in recent years ensuring that night-time economic activities do not impair the quality of local environmental cleanliness.
 - To provide Services that are flexible enough to cater for constantly changing needs of this physically small but densely populated and congested inner London Borough over the period of the agreed Contract term and any likely extensions.
- 2.4 The Contractor shall work with the Council to meet these objectives and to improve the Borough's environment by:-
- Delivering Services that concentrate on quality, outcomes and continual improvement.
 - Delivering a recycling service that maximises recycling rates to meet and exceed the targets set by government, the Mayor of London and the Council's joint municipal waste management strategy (for further details please refer to http://www.wrwa.gov.uk/files/meetings/2006-06-21/WRWA546_App.pdf).
 - Achieving the actions set out in the Council's Municipal Waste Management Action Plan 2005 - 2009.
 - Working towards waste minimisation and reuse of waste where possible.
 - Collecting recyclate and waste (in that order or simultaneously) on the same day for each street, to be followed by street cleansing on the same day
 - Adhering and giving practical effect to the Council's Environmental Policy.

- Improving the level and quality of street cleansing, including twenty-four hours a day, seven days a week and three hundred and sixty-five days a year cover in specific locations and with all streets being cleansed at least weekly plus remedial action as necessary; and working towards improving the Council's BVPI 199 and 89 score so that it is upper quartile performance in London.
 - Improving waste and recycling Services so that the relevant BVPI's, in particular 82, 84, 86, 90a, 90b and 91, are upper quartile performance in London.
- 2.5 In particular, and as part of the Council's commitment to "*put residents first*", the Council requires the Contractor to move to same day collections for Recyclables (Smart Sacks and Smart Banks but excluding Garden Waste) before, or at the same time, as Residual Waste within three to six months of the Commencement Date.
- 2.6 As above, the Council requires the Contractor to Cleanse streets on the same day as Residual Waste and Recycling is collected and following the collection of Residual Waste and Recycling (excluding Garden waste) and this should be achieved within three months to six months of the Commencement Date. A Method Statement detailing how the Contractor shall implement the move to same day collections for Residual Waste and Recyclables, followed by street Cleansing also on the same day, should be included in the Contractor's tender.

Future Service Development

- 2.7 During the lifetime of the Contract, the Council may wish to introduce certain service developments and the Contractor shall work with the Council to ensure their successful introduction. These may include, but are not limited to, the following items.

Compulsory Recycling

- 2.8 The Council will be introducing a compulsory recycling scheme similar to schemes adopted by a number of other London boroughs. It is envisaged that compulsory recycling will only apply to those households with access to the kerbside recycling Service (Smart Sack) and a six month pilot scheme will operate from September 2007 to March 2008. The Contractor should allow for this service development within the Contract Price and the possibility of this being extended to all households currently served by the Smart Sack scheme.

Compostable Kitchen Waste Collection

- 2.9 The Contractor is required to price as an option for the collection of compostable kitchen Waste from caddies and biodegradable liners supplied by the Council. The Contractor is asked to price this option for a weekly collection from 56,313 households.

Waste Electrical and Electronic Equipment Collection

- 2.10 The Contractor is required to price for the collection of Household Waste electrical and electronic equipment (WEEE) from households on demand. It is anticipated that this will be on an appointment basis similar to the existing bulky Household Waste Service.

Bulky Household Waste Collections

- 2.11 The Council is currently looking at opportunities to divert from landfill into reuse, more of the furniture collected via the bulky Household Waste Service through a partnership arrangement with the voluntary sector. If this arrangement is in place and running successfully prior to commencement of the Contract, the Council will continue to support this arrangement post Contract commencement and for the foreseeable future. However to cater for the eventuality that the voluntary sector arrangement proves to be unsuccessful, the Contractor must include in the Contract Price provision for the separate delivery of bulky Household Waste for reuse to the Delivery Point where this is appropriate. In all other respects this Service will operate according to the requirements for the bulky Household Waste Service in 3.18 to 3.27.

Street Cleansing Sorting of Recyclables

- 2.12 The Council requires the separation of Recyclables from the street cleansing waste stream by street sweepers and other street cleansing Staff. For the avoidance of doubt, this is not intended to mean staff sorting through Litter bins or sacks of Waste, but rather diverting discarded stacked newspapers; and loose cans and bottles that frequently arise in volume at a number of street or open space locations. The Contractor will be required to place Recyclables in specified plastic sacks and in Smart Banks on the highway or on estates or private housing estates for collection and to ensure that the lids of any recycling container into which street cleansing derived Recyclables are placed are left closed (and where appropriate locked).

Intelligent Street Cleansing

- 2.13 Within the first six months of the Contract the Council may require the Contractor to undertake a Borough wide pedestrian footfall study to provide data on which service improvements can be designed and implemented to effectively map street cleansing requirements. Such a study will be made at the request of the Authorised Officer and the Contractor shall be paid an additional sum if this optional activity is required.

Door-to-door Collection of Recyclables for Estate Properties

- 2.14 The Council is not currently contemplating such an action in the short-term nor seeking a Tender price, but the Contractor should be aware that this initiative could become a reality in the Contract Period, in which case it will be dealt with as a Variation.

3. WASTE COLLECTION SERVICES

Scope of the Services

- 3.1 The Council, in 2006/07, collected and delivered to its Waste Disposal Authority a total of 88,025 tonnes of municipal Waste of which 77,318 tonnes was deemed to be Household Waste, 13 tonnes was Inert Waste, 89 tonnes was Clinical Waste and the remainder, Commercial Waste. Of the Household element, some 13,419 tonnes was sent for recycling (equating to 21.56% following adjustment for residuals - BVPI 82A) and 544 tonnes were composted (equating to 0.89% - BVPI 82B). The Council's total recycling or composting performance (unaudited at the time of writing) under BVPI 82 was therefore 22.45% against a Statutory Household Recycling Target for 2006/07 of 24%.

3.2 The Contractor shall provide the following Waste collection Services in accordance with this Specification and the Contract Conditions:-

- Household Waste collection Service
- Schools and other non-domestic premises Waste collection Service
- Garchey Waste Service from a number of Council estates and properties
- Household Bulky Waste, WEEE and Special Collection Services
- Commercial Waste Service
- Clinical Waste Service

Household Waste Collection Service

3.3 The Contractor shall provide a weekly or twice-weekly Residual Waste collection to 56,938 households from sacks and/or dustbins provided by the householder. Of these, 40,745 households currently receive a weekly collection and 16,193 currently receive a twice-weekly collection. These frequencies are subject to change at the discretion of the Authorised Officer and the Contractor will be notified of any changes. Schedule 1 (on the CD) lists all the roads in the Borough and their current day(s) of Residual Waste collection.

3.3(a) “Residents of the mansion blocks listed in Annex A (or such other properties as may be agreed between the parties in writing) (the “Mansion Blocks”) present their household waste and recycling in sacks within communal storage areas, not in large containers. Therefore the requirements of Paragraph 5.5a of the Specification shall not apply to the Mansion Blocks.

3.4 No form of containment for Residual Waste is provided by the Council for these households but the Council requires residents to present Residual Waste in sacks and/or dustbins (not wheeled-bins). Residual Waste shall be presented for collection by the householder or occupier at the designated collection point as detailed in 5.5 – 5.8 of this Specification. Where households use dustbins to store their Residual Waste, the Contractor shall empty the bin, return the bin to the collection point and replace lids (where provided). For the avoidance of doubt, where residents present their Residual Waste for collection in dustbins, the Contractor shall empty the contents of the bin completely, leaving no residue in the bottom. It shall not be acceptable for operatives simply to remove liners full of Residual Waste (e.g. in black sacks) from the bin, leaving any residue of Residual Waste not contained in the liner remaining loose in the bottom of the bin following collection.

3.5 The volume of Residual Waste removed from these households shall not be restricted in quantity and the Contractor shall be required to collect all Residual Waste presented including uncontained Residual Waste. Where uncontained Residual Waste has been presented the Contractor shall post an advisory leaflet, supplied by the Authorised Officer, at the property. The Contractor shall record the property location where loose Residual Waste has been presented and, using the communication method specified in 7.28 to 7.32, notify the Authorised Officer of the incident. This procedure should continue for repeated incidences of Residual Waste not properly presented and the Residual Waste shall continue to be collected, at no additional cost, unless instructed otherwise by the Authorised Officer.

3.6 Approximately 21,000 households e.g. residential premises in estates and mansion blocks are provided with a bulk Container Service (using wheeled-bins/eurobins/paladins/compactors) for the collection of Residual Waste on a communal basis. The frequency of collection varies depending on the location. As at

1 April 2010 there are approximately 635 sites with bulk Container facilities and approximately 7,815 bulk Containers are lifted each week. There are also four compactors for Household Waste and three compactors for Commercial Waste at seven locations. The Contractor shall collect Residual Waste from these bulk Containers at the locations and frequency specified by the Authorised Officer. Schedule 2 (on the CD) lists the current bulk Container locations and the frequencies for emptying these Containers. The list is subject to change and some changes are seasonal.

- 3.6.1 The collection of residual waste and recycling banks performed on residential properties (i.e. housing estates, mansion blocks) and bring sites (recycling only) will be charged by the Contractor based on the actual number of lifts performed, in accordance with the Bill of Quantities.
- 3.6.2 The collection of commercial and trade waste will be charged for by the Contractor monthly based on the number of actual lifts performed in accordance with the Bill of Quantities (approximately 2,392 waste and 525 recycling).
- 3.7 The Contractor will collect bulk Containers from the collection points specified in Schedule 2 (on the CD). Where bulk Containers are located in bin storage areas the Contractor will be required to open and/or unlock any gate or door necessary to gain access. Where appropriate such access shall be along paths etc provided and shortcuts shall not be taken across gardens, hedges or walls.
- 3.8 Prior to the removal and emptying of bulk Containers the Contractor shall ensure that, where located, rubbish chute cut-offs are closed. The Contractor shall open the rubbish chute cut-offs again as soon as the bulk Container has been emptied and returned to the designated collection point.
- 3.9 The volume of Residual Waste removed from bulk Containers shall not be restricted in quantity and the Contractor shall collect all Residual Waste presented for collection. The Contractor shall ensure that any uncontained Residual Waste or spillage occurring at any location, including in and around bin storage areas, is removed and the area is left swept clean whether or not the spillage was the fault of the Contractor's staff. The Contractor shall report repeated incidences of uncontained Residual Waste presented at bulk Container storage areas to the Authorised Officer using the communication method specified in 7.28 to 7.32 and Residual Waste shall continue to be collected, at no additional cost, unless instructed otherwise by the Authorised Officer.
- 3.10 The Contractor shall ensure that bulk Containers are returned to their proper positions after they have been emptied, their lids replaced or closed where applicable and, where wheel or other locking mechanisms (including lid locks) are fitted, the locks shall be applied. Where access doors or gates have been unlocked, the Contractor shall ensure these are locked once the Containers have been emptied and returned.
- 3.11 It may be that from time to time the Contractor will be required to undertake a deep clean of rubbish chutes located at bulk Container storage areas. The Contractor will be notified by the Authorised Officer when this is required and will be reimbursed in accordance with Daywork Rates.

Schools and Other Non-domestic Premises

- 3.12 The Contractor shall collect Residual Waste from a number of non-domestic premises such as schools and Council offices. Waste shall be presented in specified Containers and collected at the locations and frequencies specified by the Authorised Officer. The precise locations of non-domestic premises requiring this Service are included in Schedule 5 (on the CD).
- 3.13 At locations where wheeled-bin Containers are utilised, 3.10 will apply.
- 3.14 The Contractor shall be particularly vigilant in terms of health and safety where collecting from all educational establishments such as schools and colleges where potentially large numbers of young people are likely to be found either inside or outside the premises. Any vehicle reversing manoeuvres shall therefore be undertaken only under the guidance of a banksman and collection from educational establishments should be timed so as not to coincide with the start, finish and break-times.

Garchey System

- 3.15 The Contractor shall provide for the regular Waste collection and disposal from the Mathew Hall garchey sink-waste-disposal system, which carries Household Waste away to a central pit and is emptied by a purpose built tanker. The Contractor shall ensure that a specialist vehicle capable of emptying garchey chambers is used for this purpose.
- 3.16 The Borough's garchey installations and draw-off points are at a variety of locations as listed on Schedule 4. The Contractor shall empty the draw-off points on a weekly basis, to a pre-agreed programme of work as agreed with the Authorised Officer.
- 3.17 The Authorised Officer will provide the Contractor with further detailed instructions prior to the Commencement Date.

Household Bulky Waste, WEEE and Special Collection Services

- 3.18 The Contractor shall operate the Household Bulky Waste, WEEE and Special Collection Service six days per calendar week from Monday to Saturday including bank holidays other than at Christmas and New Year's day.

The Council provides three levels of service to individual Customers in the Borough.

3.18.1 Service Level 1 – limited bulky waste collection

- (a) A collection of up to five (5) separate bulky items (effective from 1 April 2011) or ten bags of miscellaneous effects from each householder per bulky Household Waste collection for which the Council currently makes a charge to the Customer and which may increase annually at the Council's sole discretion.
- (b) In respect of Service Level 1 the Contractor shall be paid based on the actual number of scheduled collections made in accordance with the Bill of Quantity and there will be two types of payment: one for collection from street level and one for collection from other locations including from inside properties and from high-rise properties. For the avoidance of doubt all payments referred to in this paragraph 3.18(a).1 shall be paid by the Council to the Contractor in accordance with Service Level

1, monthly in arrears and within 30 calendar days of the date of an accurate and error free invoice.

3.18.2 Service Level 2 – unlimited bulky waste collection

- (a) An unlimited bulky Household Waste collection service for which the Council makes a charge to the Customer depending upon the materials to be collected and the quantity.
- (b) The Contractor shall be required to give a written estimate to the Authorised Officer based on the Daywork Rates and if the Customer agrees with this estimate the Contractor will be reimbursed in accordance with this estimate. For the avoidance of doubt all payments referred to in this paragraph 3.18.2 shall be paid by the Council to the Contractor in accordance with Service Level 2 in arrears and within 30 calendar days of the date of an accurate and error free invoice.

3.18.3 Paragraphs 3.18.4 and 3.18.5 shall apply to both Service Level 1 and Service Level 2.

3.18.4 The Contractor shall collect bulky household effects including but not limited to furniture and also large items of household WEEE (being items that fall under the EU Waste Electrical and Electronic Equipment (Amendment) Regulations 2007 including, but not limited to, televisions, computers, fridges, freezers, washing machines, tumble dryers and cookers) from individual households, as specified by the Authorised Officer.

3.18.5 The Contractor shall collect bulky Household Waste and items of WEEE that are placed within and at the front of the property boundary, some of which will be on a regular basis unless otherwise specified by the Authorised Officer.

3.18.6 Service Level 3: Housing Caretaker's Bulk Stores

- (a) The Contractor shall collect all non-hazardous bulky Household Waste and items of WEEE from designated collection points on estates including caretakers' stores (as set out in Schedule 3 on the CD Schedule 3 Designated Collection points for bulky waste on housing estates) as instructed by the Authorised Officer. Some of these collections will be on a regular basis. For the avoidance of doubt the designated collection points may be amended from time to time (which may include the substitution of certain locations) as instructed by the Authorised Officer to cater for changing circumstances within estates. Any such instruction of the Authorised Officer shall be neither vexatious nor unreasonable.
- (b) The Contractor shall notify the Authorised Officer by methods stipulated in 7.28 of the Specification confirming removal, or otherwise, of waste from bulk waste storage areas.
- (c) The Council shall pay the Contractor an annual fixed fee for the removal of waste under this paragraph 3.18.6.
- (d) The annual sum set out at paragraph 3.18.6(c) above shall be paid by the Council to the Contractor in fixed monthly installments throughout the year, beginning on 1 April 2010 initially at a rate of £8,333 per calendar month, which shall be reviewed each year in accordance with Clause 55 (Review of Prices) of the Contract.
- (e) In addition to indexation, the annual fee will be reviewed each Contract Year and where it can be reasonably demonstrated by the Contractor or the Council that the number of collections have fluctuated up or down

and such fluctuation has been sustained over a period of three consecutive months, by a minimum 15%, payment will be adjusted on a proportionate basis in accordance with the Bills of Quantities. For the avoidance of doubt the annual reviews shall take place on or around 1 April each year during the Contract Period and any payments due from either the Council or the Contractor (for any overpayment or underpayment as the case may be) shall be at the end of the relevant Contract Year within 30 calendar days of receipt by the relevant party of an accurate and error free invoice from the party to whom payment is due.

- (f) Where the Contractor considers that the number of collections have increased, by a minimum of 15%, and such increase has been sustained over a period of three consecutive months, the Contractor must inform the Council of the same, providing evidence to support its assertion, within not more than 3 calendar weeks from the end of such three month period.
- (g) In the event of exceptional items of waste being deposited at the designated collection points that require the use of specialist equipment, the Contractor shall first secure the Authorised Officer's written agreement regarding the additional resource required to remove the said Waste together with the cost thereof before proceeding with the removal of the Waste item(s).

Operational Requirements relating to Household Bulky Waste, WEEE and Special Collection Services (Service Levels 1, 2 and 3)

- 3.19 With reference to 5.16 - 5.18 of the Specification, where bulky Household Waste and items of WEEE are collected by the Contractor from designated collection points on estates, the Contractor shall ensure that the immediate area (typically being the area actually within the bulk stores and the area immediately outside, between the entrance to the store and the collection vehicle, where spillage is most likely to occur during collection) is left thoroughly swept clean after collection to Grade A standard.
- 3.20 When collecting bulky Household Waste and items of WEEE from individual households rather than from designated collection points on estates, the Contractor shall ensure that all of its crews are equipped and trained to avoid damage when collecting from within the property of a Customer (e.g. to carpets, other furniture and to the property itself (this is not an exhaustive list).
- 3.21 The Authorised Officer shall receive requests for these services directly from Customers and the occupiers/owners of properties within the Borough. Any requests made directly to the Contractor for these services from residents/occupiers/owners of properties within the Borough shall immediately be referred to the Authorised Officer using the Council's preferred method of communication, as per 7.28 of the Specification.
- 3.22 For all service requests, the Authorised Officer shall notify the Contractor in writing, typically via the call centre, via the reporting arrangements specified in 7.28 to 7.32 of the arrangements made with Customers of individual households to collect bulky Household Waste and large items of WEEE. The Contractor shall arrange for collection within three Working Days of notification of the Service request unless otherwise instructed by the Authorised Officer. The Contractor shall record the date that the Council's written instruction is received and the date that the collection is made and forward a four-weekly report of the same, by email, to the Authorised Officer.
- 3.23 [LEFT BLANK INTENTIONALLY]

3.24 All smaller items of household WEEE must be collected separately from other waste collection Services using a separate non-compaction vehicle, unless under extraordinary circumstances directed by the Authorised Officer. The Contractor shall make every effort to ensure that collected smaller items of WEEE are not damaged during the collection and transportation to the Delivery Point as the Council will seek to recycle and re-use items wherever possible.

3.25 The Contractor shall ensure that all items of bulky Household Waste and items of WEEE are delivered separately to designated areas at the Delivery Point specified in paragraph 7.8, as specified by the Authorised Officer or the Waste Disposal Authority's staff or contractors acting on behalf of the Waste Disposal Authority.

To increase the volume of potentially reusable items extracted directly from borough operated WEEE and bulk collections for refurbishment by RE:WORK, and onward sale through authorised charity retail outlets, the Contractor should take all reasonable care during their collection, transport and delivery to prevent damage, especially to casings and power cables.

Potentially reusable items should be taken to the delivery point as specified in section 7.8. Detailed instructions on how and where to delivery the items are provided by the Authorised Officer.”

3.26 The Contractor shall also ensure that none of the items collected under the terms of the household bulky and WEEE service are “siphoned off” through “totting” or theft by operatives between their point of collection and the Delivery Point. Any failure by the Contractor's staff to observe this requirement will be treated by the Authorised Officer as a serious breach of contract and shall be dealt with accordingly through the provisions of Part 5 (Performance and Breach) of the Contract for remedy and default.

Commercial Waste Service including Recyclables

3.27 The Council provides a Commercial Waste Service to commercial premises in the Borough for the collection of Commercial Waste including Recyclables. As an indication there are currently 2,183 Commercial Waste agreements including 463 Commercial recycling agreements (this includes 67 school/nursery contracts for Commercial Waste and recycling). The amount of Commercial Waste collected in 2006/07 was 12,156 tonnes of which 10,605 tonnes were Residual Waste and 1,551 tonnes were Recyclables.

- 3.28 Commercial Waste is currently co-collected together with Household Waste, with the exception of weekends when it is collected separately. Co-mingled Commercial Recyclables are also co-collected along with household Recyclables. The Contractor should price on the basis of co-collections continuing. However, the Council also requires the Contractor to price for separate collection of Commercial Waste and Commercial Recyclables.
- 3.29 The Contractor shall provide a Commercial Waste Service to the premises listed, and at the frequencies indicated, in Schedule 5 (on the CD) that have a Commercial Waste agreement with the Council. The Authorised Officer will notify the Contractor of any changes to this Schedule at the Commencement Date and on a regular basis throughout the Contract Period and the Contractor shall revise collections as appropriate. The Contractor shall ensure that any new customers entering into a Commercial Waste agreement with the Council will commence collections within 24 hours of the instruction unless otherwise specified by the Authorised Officer. The Authorised Officer will notify the Contractor of changes to the premises for collection or of changes to the quantities or of additional ad hoc collections for the Commercial Waste Service using the communication method specified in 7.28 to 7.32.
- 3.30 The Contractor shall provide a seven day a week Service for the collection of Commercial Waste during the hours of operation specified in 7.1. To reduce the amount of Commercial Waste left out for collection either overnight or at weekends, the Contractor shall normally be required to collect Commercial Waste during the hours that customers' premises are open for business; the Council is currently investigating the implementation of a scheme whereby customers in all or part of the Borough will only be allowed to leave their waste out for collection in certain time bands.
- 3.31 The Contractor shall collect Commercial Waste presented in specified quantities of authorised Council branded white Residual Waste sacks, Commercial Waste specific orange recycling sacks, wheeled-bin Containers of various capacities (e.g. 360-litre, 1,100-litre eurobins, paladins) and compactors. The Authorised Officer shall provide the Contractor with daily worksheets detailing the locations and number of sacks and/or Containers that should be collected that day using the communication method specified in 7.28 to 7.32. All worksheets should be fully completed by the Contractor's Staff on site, checked by the Contractor and transmitted to the Authorised Officer by no later than 10:00 hours the next working day.
- 3.32 The Contractor shall ensure that accurate details are recorded on worksheets where it is found that a Commercial Waste customer:-
- a) has closed its business;
 - b) is presenting Commercial Waste for collection in excess of that specified in their Commercial Waste agreement and/or in Containers not specified by the Authorised Officer;
 - c) is failing to properly contain liquid or other Wastes within the Container used, such that Litter, stains, slipping or tripping hazards are caused or are likely to be caused;
 - d) is routinely mixing Recyclables with Residual Waste;

and the Authorised Officer will investigate and take action as appropriate.

- 3.33 In the case of b), the Contractor shall collect all Commercial Waste presented including excess. In these incidences the Contractor shall, where possible, post an advisory leaflet supplied by the Authorised Officer, at the premises concerned notifying the customer of the nature of the problem and that the Council is being informed. The Contractor shall record the location where excess Commercial Waste has been presented on the daily worksheet and notify the Authorised Officer of the incident including the number of excess sacks/loose Waste presented. This procedure shall continue for repeated incidences of excess Commercial Waste which shall continue to be collected, at no additional cost, unless instructed otherwise by the Authorised Officer.
- 3.34 The Authorised Officer shall agree the points of collection for Commercial Waste with the customer who has entered into a Commercial Waste agreement with the Council and advise the Contractor accordingly using the communication method specified in 7.28 to 7.32. The Contractor shall be required to make all collections regardless of the distance between the collection point and the nearest vehicular access.
- 3.35 The Contractor shall ensure that Containers are returned to their proper positions after they have been emptied, their lids replaced or closed where applicable and, where wheel or other locking mechanisms (including lid locks) are fitted, the locks shall be applied.
- 3.36 As part of this operation, the Contractor is prohibited from collecting Commercial Waste from premises that do not have a Commercial Waste agreement with the Council. Any breach of this Paragraph will be grounds for termination of the Contract.

Clinical Waste Service

- 3.37 Although the Council operates a Clinical Waste service, this is not included in the Specification. It is, however, the Council's intention to instruct the Contractor to add this service during the Contract Period by means of a Variation.

4. RECYCLING SERVICES

Scope of the Services

- 4.1 The Contractor shall provide the following recycling collection Services in accordance with this Specification and the Contract Conditions:-
- Kerbside recycling collection Service
 - Estates collection Service
 - Schools and non-domestic premises recycling Container Collections
 - Commercial Recycling Collection Service
 - On Street Recycling Centres
 - Garden Waste collection Service
 - Christmas tree collection Service

Recyclable Materials

- 4.2 Recyclable materials currently targeted for collection are paper, cardboard, glass bottles and jars, plastic bottles, cans & tins and aerosols from Smart Sacks and Smart Banks (all collected co-mingled) and Garden Waste. The Authorised Officer may require the Contractor to collect other Recyclable materials from time to time as reasonably specified.
- 4.3 The Contractor must ensure that Recyclables are collected separately from other Waste and ensure that Recyclables do not become mixed or contaminated with other Wastes at any stage of the collection, transportation and unloading operation.
- 4.4 The Contractor shall deliver all Recyclables to the Delivery Points specified in 7.8. The Authorised Officer shall inform the Contractor in writing of levels of contaminated Recyclables which are acceptable to the Delivery Points. The Contractor shall be liable for liquidated damages if loads are turned away from the Delivery Points owing to unacceptable levels of contamination. If a delivery of Recyclables is rejected at the Delivery Point the Contractor shall immediately inform the Authorised Officer. The Contractor shall under no circumstances sign the weighbridge ticket as rejected until the Authorised Officer's agreement has been given.

Kerbside Recycling Collection Service

- 4.5 The Contractor shall provide 56,313 households with a weekly collection of mixed dry Recyclables from specified non-reusable orange Smart Sacks, provided to residents for the Service exclusively by the Council.
- 4.6 The Contractor shall move to same day(s) collections for Residual Waste and Smart Sack Services for households within three to six months of the Commencement Date. The Contractor shall ensure that Smart Sack collections take place prior to, or at the same time as, collections of Residual Waste and on the same day each week.
- 4.7 The Contractor shall collect Recyclables from properties currently receiving a twice weekly refuse sack collection to twice-weekly and on the same two weekdays as the Residual Waste collection, depending upon the area of the Borough concerned.
- 4.8 There is no limit to the number of Smart Sacks that the householder can present for collection. The Contractor shall collect all Recyclables clearly intended for collection at the designated collection point specified in 7.8 including loose material such as flattened cardboard but not including other Recyclable material contained in non-authorized sacks (e.g. black sacks, carrier bags). Where uncontained Recyclables, with the exception of flattened cardboard, are consistently presented the Contractor shall, where possible, post an advisory leaflet, supplied by the Authorised Officer, at the property. The Contractor shall record the property location where uncontained Recyclables have been presented and, using the communication method specified in 7.28 to 7.32, notify the Authorised Officer of the incident. This procedure should continue for repeated incidences of Recyclables not properly presented and the Recyclables shall continue to be collected, at no additional cost, unless instructed otherwise by the Authorised Officer.
- 4.9 The Contractor shall use all reasonable endeavours at the time of collection and prior to loading onto the vehicle to check that the contents of the Smart Sacks are not unacceptably contaminated.

Where the Contractor identifies that unacceptable contamination of Recyclables has occurred (e.g. by including Residual Waste or any significant amounts of non-

targeted Recyclables, in the Smart Sack), the Contractor shall post an advisory leaflet, supplied by the Authorised Officer, at the property. The Contractor shall record the property location where contamination of Recyclables has occurred and, using the communication method specified in 7.28 to 7.32, notify the Authorised Officer of the incident. The Contractor shall leave the contaminated Recyclables including those presented in non-authorized Smart Sacks and notify the crew of a Residual Waste collection vehicle that will collect the contaminated Recyclables on the same day. The Contractor must ensure that contaminated Recyclables are not co-mingled with Recyclables at any stage of the collection, transportation or unloading process. The Contractor shall be liable for liquidated damages if loads of Recyclables are turned away from the Delivery Points owing to unacceptable levels of contamination.

- 4.10 This procedure should continue for repeated incidences of contamination of Recyclables and the Contractor shall continue to collect contaminated Recyclables separately from Recyclables, at no additional cost, unless instructed otherwise by the Authorised Officer.

Estates Collection Service and On Street Recycling Centres

- 4.11 The Contractor shall collect co-mingled Recyclables from Smart Bank Containers located on estates, mansion blocks, and multi-occupancy dwellings and at public sites at the frequency specified by the Authorised Officer. The location and frequency of collection is subject to change and the Contractor shall be notified of any changes by the Authorised Officer. The location and frequency of the existing Smart Banks is listed in Schedule 6 (on the CD) and the Contractor shall be provided with an updated Schedule prior to the Commencement Date.
- 4.12 Prior to emptying Smart Banks the Contractor shall use all reasonable endeavours to check the contents of the Smart Banks at the time of collection and prior to loading onto the vehicle to ensure that they are not contaminated. If contaminated the Contractor shall immediately contact the Authorised Officer who shall inspect the contents and / or instruct the Contractor to take appropriate action.
- 4.13 The volume of Recyclables removed from Smart Banks shall not be restricted in quantity and the Contractor shall collect all Recyclables presented for collection. Any uncontained Recyclables, spillage or other Waste occurring at any location during the collection process shall be removed and the area left swept clean whether or not the spillage was the fault of the Contractor's staff. Repeated incidences of Recyclables not properly presented for collection shall be reported to the Authorised Officer in writing but the Recyclables shall continue to be collected unless the Contractor should be instructed otherwise by the Authorised Officer. For the avoidance of doubt, wherever possible, the Contractor shall ensure that any uncontaminated Recyclable material left beside Smart Banks that is clearly intended for recycling, shall indeed be collected as Recyclables by the relevant vehicle. Any loose non-recyclable material found on site however, shall be notified to the relevant supervisor and arrangements made for its removal by an appropriate collection vehicle, as Residual Waste within one hour of discovery.

- 4.14 The Contractor shall ensure that Smart Banks are returned to their proper positions after they have been emptied, their lids replaced or closed where applicable and, where wheel or other locking mechanisms (including lids) are fitted, the locks shall be applied. For the avoidance of doubt, should Recyclables in Smart Banks become contaminated by Residual Waste or other unacceptable materials because lids have been left unsecured by the Contractor's operatives, the Contractor will be held responsible for any costs accruing to the Council both for the loss of the recyclables and the additional cost of disposal, including the cost of whole loads rejected by the Waste Disposal Authority.

Schools and Non-domestic Premises

- 4.15 The Contractor shall collect Recyclables from a number of non-domestic premises such as schools and Council offices. Recyclables shall be presented in specified Containers including Smart Sacks and collected at the locations and frequencies specified by the Authorised Officer. There are 67 school/nursery contracts currently requiring this Service, these are included in Schedule 5 (on the CD).
- 4.16 At locations where wheeled-bin Containers are utilised, 3.10 will apply.
- 4.17 The Contractor shall be particularly vigilant in terms of health and safety where collecting from all educational establishments such as schools and colleges where potentially large numbers of young people are likely to be found either inside or outside the premises. Any vehicle reversing manoeuvres shall therefore be undertaken only under the guidance of a banksman and collection from educational establishments should be timed so as not to coincide with the start, finish and lunchtimes and other breaks.

Garden Waste Service

- 4.18 The Council operates a weekly chargeable Garden Waste Service using sacks to those householders in the Borough who have registered for this Service. The Authorised Officer shall administer this Service and notify the Contractor of households who have registered for the Service and require a weekly collection using the communication method specified in 7.28 to 7.32. There are currently approximately 5,200 households using this Service.
- 4.19 The Contractor shall collect Garden Waste sacks presented at the designated collection point specified in 5.5 – 5.8 from those properties registered for the Service every week on a Monday, Tuesday and / or Wednesday with the exception of English Bank Holidays when collections will take place on the next working day(s). Any requirement by the Contractor or by the Authorised Officer for additional collections outside of these designated days must be agreed in advance.
- 4.20 The Contractor shall only collect Garden Waste presented in Council branded authorised sacks from properties registered for this Service. Where the Contractor identifies that unacceptable contamination of Garden Waste sacks has occurred (e.g. by including Residual Waste in the authorised sack) or other unauthorised Waste has been presented for collection on a non-scheduled collection day, the Contractor shall post an advisory leaflet, supplied by the Authorised Officer, at the property. The Contractor shall record the property location where contamination of Garden Waste sacks has occurred or other unauthorised Waste has been presented and, using the communication method specified in 7.28 to 7.32, notify the Authorised Officer of the incident.

The Contractor shall leave the contaminated Garden Waste sack and/or other unauthorised Waste and notify the crew of a Residual Waste collection vehicle that will collect the contaminated Garden Waste sacks and/or other unauthorised Waste on the same day. The Contractor must ensure that contaminated Garden Waste or other Waste is not co-mingled with Garden Waste at any stage of the collection, transportation or unloading process.

- 4.21 This procedure should continue for repeated incidences of contamination of Garden Waste sacks and/or other unauthorised Waste and the Contractor shall continue to collect contaminated Garden Waste sacks and/or other unauthorised Waste separately from Garden Waste, at no additional cost, unless instructed otherwise by the Authorised Officer.

Christmas Tree Collection

- 4.22 The Contractor shall provide a dedicated kerbside Service for the collection of Christmas trees from households over a two week period, including weekends, in early January each year (the exact dates to be notified to the Contractor each year by the Authorised Officer). The Contractor shall also collect trees from designated collection points in the Borough (currently six in number, but which shall be determined each year by the Authorised Officer and notified to the Contractor) and deliver the trees to a Delivery Point specified by the Authorised Officer for composting.

- 4.23 During this period, Christmas trees placed out for collection by households for their Residual Waste collection shall not be collected by the Residual Waste collection vehicles but left for collection by the dedicated kerbside Christmas tree recycling Service. This will also include Christmas trees that have been fly-tipped. Once the two week period has expired the Contractor shall ensure any Christmas trees presented for collection as Residual Waste are collected as such.

- 4.24 The Council will publicise the Service to householders and provide the Contractor with details of the Service requirements within a reasonable timescale.

Compostable Kitchen Waste Collection Service (Priced Option)

- 4.25 The Contractor is required to price, as an option, for the collection of compostable kitchen Waste from caddies and biodegradable liners to be supplied by the Council. For the avoidance of doubt, kitchen Waste shall include both cooked and uncooked Waste such as vegetable peelings, cooked meat and fish. The Contractor is asked to price this option for a weekly collection from 56,313 households, which will include the delivery of replacement of liners at the time of collection. The Delivery Point for compostable kitchen Waste has yet to be determined, but for the purposes of pricing this option the Contractor should assume that compostable kitchen Waste will be delivered to Smugglers Way Waste transfer station as specified in 7.8.

Light Bulb and Small WEEE Collections

- 4.26 The Authorised Officer may notify the Contractor to collect lightbulbs and small items of WEEE from the specified collection point using the communication method specified in paragraphs 7.28 to 7.32 (inclusive) of the Specification.
- 4.27 A list of the specified collection points are included in Schedule 22. The Authorised Officer may decide to increase the number of lightbulb and WEEE collection points. Any increase will be in accordance with the Schedule of Rates.

- 4.28 Lightbulb collections will be transferred to a central collection point at Bagley's Lane Depot. The Contractor shall notify the Authorised Officer when the lightbulb storage box at Bagley's Lane Depot is full.
- 4.29 WEEE items shall be taken to the delivery point as specified in section 7.8
- 4.30 In consideration of payment for the enhanced service the Council shall pay the Contractor based on the number of collections made each month. For the avoidance of doubt all payments referred to in this paragraph shall be paid by the Council to the Contractor within 30 calendar days of the date of an accurate and error free invoice and subject to annual inflation."

5. WASTE COLLECTION & RECYCLING OPERATIONAL REQUIREMENTS

Collection Days

- 5.1 The Contractor must collect Waste and Recyclables from domestic properties and commercial premises at regular times and on regular days, with the same day(s) and approximate time of collection being maintained for the properties and commercial premises served at the Commencement Date.
The Contractor shall not at any time split any road or street into more than one area with different collection days without the written approval of the Authorised Officer. The Authorised Officer shall only approve different collection days in the same road or street where the Contractor can demonstrate that it is impracticable to programme the work otherwise.
- 5.2 The Contractor may vary or alter the times, days or frequencies of Waste and Recyclables collections, only with the prior written approval of the Authorised Officer. Where such variation or alteration is approved, the Contractor must, at the Contractor's own expense, notify all households and commercial premises affected by the variation or change, not less than one Month before the variation or change is brought into effect, or such other period of notice as may be reasonably required by the Authorised Officer. The Contractor should also ensure that the Council's Contact Centre is aware of any collection variances using the communication method specified in 7.28 to 7.32.
- 5.3 The Authorised Officer reserves the right to vary the time for Waste collections should this be deemed beneficial for environmental, safety or other operational reasons and the Contractor will adhere to such restrictions.

Pulling out in Advance

- 5.4 The Contractor shall not 'pull out' and place on the streets any Waste or Recyclables in advance of the collection process unless it is less than 200 metres in front of the collection vehicle. Where Waste or Recyclables are pulled out in advance of the vehicle, according to this Paragraph, the Contractor's staff shall ensure that this does not cause an obstruction for pedestrians or any vehicle.

Collection Points

- 5.5 The Contractor shall collect Waste and Recyclables from the collection points stated according to the specific Service and/or type of Container:-
 - a) Residual Waste presented by householders in sacks and/or dustbins and Recyclables presented in Smart Sacks shall be collected from front gardens, the boundary between the public highway and the property, or on the public

highway. In the case of basement flats, Residual Waste and Recyclables shall be presented at street level.

- b) Reusable Containers and Smart Banks for Residual Waste and Recyclables shall be collected from a range of locations as specified by the Authorised Officer including, but not limited to, bin storage areas (which may be at the side or rear of premises), on the boundary of the public highway or on the public highway.
- c) Where the garchey system is in operation, the Contractor shall make collections from the garchey draw-off connection points as specified.
- d) Bulky Household Waste shall be collected from within or at the front of the property boundary at ground level or from non-street level locations (for example, floors other than ground floor of a building) as specified by the Authorised Officer.
- e) Commercial Waste shall be collected from the locations specified by the Authorised Officer.
- f) Garden Waste presented by householders in Council branded authorised sacks shall be collected shall be collected from front gardens, the boundary between the public highway and the property, or on the public highway. In the case of basement flats, Garden Waste in Council branded authorised sacks shall be presented at street level.

Small WEEE and lightbulbs shall be collected from the locations specified by the Authorised Officer.

- 5.6 Requirement a) shall not apply where the occupier is an elderly, infirm or disabled person and where arrangements for an assisted collection have been approved by the Authorised Officer according to 5.10.
- 5.7 As stated, where the collections take place from a basement flat the occupier will be instructed to present their Waste and Recyclables at street level. The Contractor shall collect from street level and is invited to propose innovative solutions for collections from basement flats.
- 5.8 The Contractor is deemed to have included within the Contract Price adequate allowance for collecting Waste and Recyclables from these locations.

Assisted Collections

- 5.9 The Council provides an assisted collection Service for those elderly, infirm or disabled persons who are physically unable to present Household Waste and Recyclables at the standard collection point(s) specified in 5.5.
- 5.10 The Contractor shall continue to operate this Service collecting from the point specified by the Authorised Officer according to Schedule 7 (on the CD). The Authorised Officer will notify the Contractor of any changes to this Schedule at the Commencement Date and on a regular basis using the communication method specified in 7.28 to 7.32. This service shall at all times be performed with the utmost care and consideration for those residents who receive it.

Missed Collections

- 5.11 Occasionally a Waste and/or Recyclables collection will be missed for a number of reasons, such as access difficulties or where Waste and/or Recyclables have not been presented for collection by the householder.
- 5.12 The Contractor shall record all those missed collections or partial collections and the reasons therefore and shall notify the Authorised Officer using the communication method specified in 7.28 to 7.32 of this Specification. The Contractor should report these incidences to the Authorised Officer as soon as possible and should report collections missed before 12:00 noon by 14:00 hours the same day and collections missed after 12:00 noon by 08:00 hours the following day.
- 5.13 In the case of properties where access cannot be obtained because of locked gates where the Contractor does not have the key to unlock them, unfriendly animals or for other similar reasons, the Contractor must arrange for an advisory notice, supplied by the Contractor and approved by the Authorised Officer, to be left at, or delivered to, the property to advise the occupant of the reason for the non-collection of Household Waste. The Contractor must notify the Authorised Officer of the action taken using the communication method specified in 7.28 to 7.32.
- 5.14 If the occupier contacts the Authorised Officer regarding a missed collection and where the Authorised Officer is satisfied that the occupier has presented Waste for collection in a timely manner and at the correct location the Contractor shall return to the property from where the collection was missed at no additional charge.

If the collection is reported as being missed by 12:00 hours on the scheduled day of collection, the Contractor shall return and collect the missed collection on the same working day. If the collection is reported as being missed after 12:00 hours on the day of collection, the Contractor shall return to collect the missed collection before 12:00 hours the next working day, or other such period the Authorised Officer may require. If the collection is missed on a Friday the Contractor shall collect the Waste by 12:00 hours on the following day (Saturday), at no additional charge. The Contractor will be advised of reported missed collections using the communication method specified in 7.28 to 7.32.

- 5.15 The Contractor will not normally be expected to make revised collection arrangements to collect Waste from properties where Waste has not been presented on time and clear evidence has been presented to support this, unless directed to do so by the Authorised Officer in which case Daywork Rates will be paid.

Spillages

- 5.16 In respect of Waste Collection and Recycling Services the Contractor shall clean up and remove any spillage of Waste that arises from the operation from the public highway, around the point of collection or between the point of collection and the collection vehicle or any spillage from a collection vehicle wherever or however caused.
- 5.17 Upon receipt of a written instruction from the Authorised Officer, the Contractor shall be required to return to any location to sweep up, remove and dispose of any spillage within one hour of the instruction at any time between the hours of 06:30 hours and 17:00 hours at no additional cost to the Council.
- 5.18 In order to enable this requirement to be fulfilled, each vehicle used by the Contractor for Waste and recycling Services collection shall be equipped with a suitable broom

and shovel and any other equipment necessary to deal with spillages. In addition the Contractor shall ensure that all Staff are fully instructed and supervised to ensure compliance with this requirement. The Contractor shall clear up liquid spillages immediately and at the time of collection. Where any spillages are likely to cause staining of the highway or adjacent area this should be reported to the Authorised Officer immediately and remedial action shall be taken by the Contractor.

Container Management Excluding Sacks

- 5.19 The Contractor shall be responsible for the management, maintenance (including cleaning of Containers that are to be reused) and delivery of Containers provided to householders and Commercial Waste customers in the Borough for the term of the Contract and as notified by the Authorised Officer.

- 5.20 The Contractor will be responsible for purchasing all Containers and these shall be to a specification and from a supplier approved by the Authorised Officer. At the Commencement Date an audit of the Containers held in stock will be made: and the Contractor will be required to ensure that this quantity is handed back to the Council at the end of the Contract. The Contractor shall record details of Containers purchased and will be reimbursed for these costs on an open book basis with the exception of those Containers damaged by the Contractor in the act of lifting or moving them as described in 5.25.

- 5.21 The Authorised Officer shall notify the Contractor when they are required to replace an existing reusable Container that is worn out through fair wear and tear. In these cases the Contractor shall deliver the new Container to the location specified and remove the existing Container for recycling or disposal as appropriate.
- 5.22 The Authorised Officer shall notify the Contractor when he requires a reusable Container to replace an existing reusable Container that is of insufficient capacity or where a smaller Container is required. In these cases the Contractor shall deliver the new Container to the specified location and remove the existing Container for reuse, refurbishment or disposal. If the Container is to be reused the Contractor shall ensure that it is cleaned prior to reuse.
- 5.23 The Authorised Officer shall notify the Contractor when new/additional properties or new/existing Commercial Waste customers require one or more Containers. Once notified the Contractor shall deliver the required number of Containers to occupiers of these properties or commercial premises within five working days for domestic properties and within 24 hours for Commercial Waste customers.
- 5.24 Where the Contractor observes that bulk Waste Containers and / or Smart Bank Containers are damaged, the Contractor shall report any damage including faulty lids, wheels, locks to the Authorised Officer and arrange the exchange and/or repair to the Container as specified by the Authorised Officer.
- 5.25 In the event that the Contractor loses, damages or destroys a reusable Container during the collection process the Contractor shall notify the Authorised Officer immediately on the day the loss, damage or destruction took place using the communication method specified in 7.28 to 7.32. Where the Contractor loses, damages or destroys a reusable Container during a Commercial Waste collection, the Contractor shall use all reasonable endeavours to inform the affected commercial premises immediately either verbally or by way of posting an advisory note in a form to be agreed by the Authorised Officer through the door of the affected premise. The Contractor shall replace any lost, damaged or destroyed reusable Container 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 Containers damaged during the collection process and for the cost of any additional collections, should these be necessary in between the original container becoming unserviceable and its replacement being delivered.
- 5.26 The Contractor is invited to submit proposals for introducing improved systems for stock control of Containers as part of their Method Statement (e.g. bar-coding, use of micro-chips).

Authorised Sacks

- 5.27 It shall be the Contractor's responsibility to purchase, store and deliver authorised sacks. The Contractor will be reimbursed for the storage and delivery of these sacks in accordance with the Bill of Quantities. Reimbursement for the purchasing of sacks will be on an 'open book' basis. The Contractor will be required to obtain three quotations for the annual supply of sacks on the basis of specifications supplied by the Authorised Officer; and submit these to the Authorised Officer for approval. The Contractor will then order the sacks; and the Contractor will be reimbursed on the basis of the purchase price paid to the supplier on production of an invoice and receipt. Should the Authorised Officer be not satisfied with the quotations submitted by the Contractor, they shall have the right to seek alternative quotations.

- 5.28 The Contractor shall store and deliver authorised sacks as follows:-
- a) Recycling Smart Sacks for properties served by the kerbside Recyclables collection.
 - b) White Commercial Waste sacks for specified commercial premises that have a Commercial Waste agreement with the Council.
 - c) Commercial Waste recycling sacks for specified commercial premises that have a Commercial Waste recycling agreement with the Council.
 - d) Pay as You Throw commercial recycling sacks and waste sacks as directed by the Authorised Officer.
 - e) Flat packed Recycling Smart Sacks for flats above shops.
 - f) Compostable sacks for leaf collection during the leafing season where requested (subject to Environment Agency advice)”
- 5.29 The Contractor shall deliver to all householders with access to the kerbside Recyclables collection Service the number of Smart Sacks for Recyclables as specified by the Authorised Officer on a 12 week cycle with a gap over the Christmas break. The Authorised Officer shall provide reasonable notification to the Contractor of any changes to the number and location of properties where sacks shall be delivered.”
- 5.30 The Contractor shall deliver Commercial Waste sacks and orange Commercial Waste recycling sacks to the locations specified and at the quantity and frequency instructed by the Authorised Officer. The Authorised Officer will notify the Contractor of the delivery requirements for Commercial Waste sacks prior to the Commencement Date.

Waste Sampling

- 5.31 Commercial Waste is currently collected co-mingled with Household Waste (including Commercial Waste Recyclables which are co-mingled with household Recyclables). The Council will require the Contractor to undertake a sampling of Commercial Waste and Commercial Waste Recyclables collected on a quarterly basis to obtain accurate tonnage data over an agreed sampling period. The Authorised Officer will agree the precise methodology for each sampling with the Contractor and will notify the Contractor when this will be required. The Contractor will be reimbursed in accordance with Daywork Rates.

6. STREET CLEANSING SERVICE

Scope of the Services

- 6.1 The Contractor shall provide the following Services in a safe, clean, tidy, co-ordinated, nuisance free and courteous manner putting ‘Residents First’ in accordance with this Specification and to the Contract Standard. The Contractor shall: -
- Maintain the cleanliness of the streets and other locations including Fly-posting removal and clearing and composting of leaf fall.

- Empty and maintain all Litter bins, specified recycling bins, gum and cigarette bins, dog bins and associated liners.
- Treat weeds in nominated streets and other locations with chemicals and then subsequently remove all weeds, thereafter maintaining all relevant land in a weed-free condition.
- Provide the town centre clear-all Service.
- Provide street and other Cleansing and recycling Services in respect of special events.
- Wash streets and other locations.
- Maintain in a clean condition the areas in the Borough used for market trading.
- Provide an accident and emergency response Service throughout the Borough 24 hours per day, including the removal of dead animals, on-street clinical Waste and other spillages.
- Remove Fly-tips.
- Carry out the Best Value Performance Indicator surveys (BV199) through an approved independent third party.
- Ensure efficient co-ordination of the Cleansing service with the Refuse and Recycling service plus interface and work co-operatively with other street-scene related services and operations including but not limited to grounds maintenance, street-scene enforcement functions on-street parking, highways maintenance and gulley cleansing.
- In addition to above specified operations the Contractor shall provide a 'Grot Squad' comprising two additional street cleansing crews for the first six months of year one of the Contract. This Squad will have a specific remit of cleaning up local areas that are a major annoyance to local people and shall operate as directed by the Authorised Officer.

Standards

- 6.2 The standards set out in this Specification are designed to supplement but not replace the "Code of Practice on Litter and Refuse" (COPLAR) made under Section 89 (7) of the Environmental Protection Act 1990 ("the EPA Code").
- 6.3 There are several classifications of roads set out below. Red and blue roads are the most high profile roads in the Borough and the Specification imposes higher standards on the Contractor than those set out in the EPA Code.

- 6.4 For the avoidance of doubt, Grades A, B, C and D are based on those set out in the EPA Code but include detritus to correspond with the requirements of the Local Environmental Quality Survey of England (LEQSE) indicators used to measure the level of cleanliness for the BVPI 199a performance indicator (www.leq-bvpi.com).

Christmas Day Working

- 6.5 All routine operations including those in the red and blue roads shall cease at 22.00 hours on 24 December and re-commence at 06:00 hours on 26 December. During this period the (i.e. from 22:00 hours on 24 December until 06:00 hours on 26 December) the Contractor shall have available a crew comprising two Staff plus plant: and they shall tour the red and blue roads between the hours of 22:00 hours on 24 December and 01:00 hours on 25 December and between the hours of 13:00 noon and 16:00 hours on 25 December carrying out spot Cleansing and Fly-tip removal as necessary.

Cleansing of Streets and Other Locations

Days of Cleansing

- 6.6 Details of road classifications, frequencies and time bands for street Cleansing are listed in Schedules 8, 9, 10, 11, and 12 and in 6.16.
- 6.7 The Contractor shall achieve the standards set out below for the road classifications specified. Grade A shall be achieved after each scheduled Cleanse. In the event that the Contractor fails to achieve Grade A as a result of the scheduled Cleanse, the Contractor shall when instructed by the Authorised Officer, or upon discovery through self-monitoring, restore the street or other location to Grade A within the times shown in Table 1 below. The Contractor shall comply with the time limits to restore the street or other location to Grade A standard specified in Table 1 from the time that the Contractor becomes aware of or where the Contractor is notified by the Authorised Officer that the standard of any street or other location has fallen below Grade A.

Road Classification	Required Grade After Cleansing	Lower Grade Condition	Response Time To Restore To Required Grade
Red and Blue Roads	A	B	4 Hours
		B- or below	2 Hours
All Other Roads	A	B-	24 Hours
		C	12 Hours
		D	4 Hours

Red Roads

- 6.8 Streets described as red roads in Schedule 8 (on the CD) shall be continuously Cleansed 24 hours a day seven days a week, including English Bank Holidays but excluding Christmas Day, when a skeleton Service will operate as specified in 6.5.

- 6.9 The Contractor shall Cleanse the first thirty metres of each street leading off all red roads and in King Street the area outside the Town Hall and Town Hall extension. This is in addition to the overall requirement that the Contractor maintain the red roads at Grade A. It is accepted that for health and safety reasons the Contractor may need to provide these Services between 22:00 hours and 06:00 hours by means of gang or team Cleansing.

Blue Roads

- 6.10 Streets described as blue roads in Schedule 9 shall be continuously Cleaned between 06:00 hours and 22:00 hours seven days a week, including English Bank Holidays but excluding Christmas Day, when a skeleton Service will operate as specified in 6.5. This is in addition to the overall requirement that the Contractor maintain the blue roads at Grade A. The Contractor shall attain Grade A by 07:30 hours each day and maintain at this standard until 22:00 hours.”

Other Roads

- 6.11 Streets described as orange roads in Schedule 10 shall be Cleaned between 08:00 hours and 17:00 hours two days a week as specified in this Schedule, including English Bank Holidays but excluding Christmas Day. This is in addition to the overall requirement that the Contractor maintain the orange roads at Grade B between scheduled cleansing and achieve Grade A at the time of cleansing in accordance with the timeframes specified in para. 6.7. above.
- 6.12 Streets described as green roads in Schedule 11 shall be visited once per day between 16:00 hours and 19:30 hours five days a week, excluding Saturdays, Sundays, English Bank Holidays and School Holidays; and otherwise weekly. This is in addition to the overall requirement that the Contractor maintain the green roads at Grade B and achieve Grade A at the time of cleansing in accordance with the timeframes specified in para. 6.7. above.
- 6.13 Streets described as white roads in Schedule 12 shall be cleansed once per week between 08:00 hours and 17:00 hours. This is in addition to the overall requirement that the Contractor maintain the white roads at Grade B in and achieve Grade A at the time of cleansing accordance with the timeframes specified in para. 6.7. above. The Contractor will visit the roads on day three after main cleansing to report any fly tips and carryout litter picking to leave the roads predominantly free of litter.
- 6.14 For the avoidance of doubt, Cleansing may be required in orange, green and white roads on days when there is no scheduled Cleansing if a street or other location falls to grade B- or below and the Contractor shall be responsible for achieving this. The Contractor shall ensure that Staff are not re-directed from other scheduled Cleansing to achieve this.
- 6.15 The Thames Towpath shall be Cleaned twice daily (detailed in Schedule 10 on the CD) during the period Good Friday or the 1st April (whichever is earlier) and 31st October. For the rest of the year it shall be Cleaned on Mondays, Wednesdays, Fridays and Sunday mornings.

Trunk Roads (Brown)

6.16 The Contractor shall Cleanse streets classified as trunk roads (brown roads) including, but not limited to:-

- Talgarth Road (from Colet Gardens to North End Road - 1,358.01 linear metres)

between 04:00 hours and 06:00 hours daily including English Bank Holidays but excluding Christmas Day; although the footpaths and verges may be Cleaned at some other time (although still daily) by agreement with the Authorised Officer. The central reservation shall be Cleaned whenever facilitated by a road closure put in place by or on behalf of Transport For London; typically every four to six months. Footways (including grass verges) shall be Cleaned daily and this may be between 04:00 hours and 06:00 hours or at some other time to be agreed with the Authorised Officer.

6.17 The Contractor shall Cleanse streets classified as trunk roads (brown roads) including, but not limited to:-

- Great West Road (2,583.75 metres)
- West Cromwell Road (704.50 metres)
- Westway (4,840.85 metres)
- Talgarth Road (balance – 2,857.08 linear metres including Hammersmith flyover)

between 04:00 hours and 06:00 hours on three days per week with a minimum gap of one day between each Cleanse; although the footpaths and verges may be Cleaned at some other time (although still three days per week) by agreement with the Authorised Officer. The central reservation shall be Cleaned whenever facilitated by a road closure put in place by or on behalf of Transport For London; typically every four to six months. Footways (including grass verges) shall be Cleaned on three days per week with a minimum gap of one day between each Cleanse and this may be between 04:00 hours and 06:00 hours or at some other time to be agreed with the Authorised Officer. The floors of adjacent subways shall be Cleaned daily.

Public Car Parks

6.18 The Contractor shall Cleanse public car parks as follows:-

- Coomber Place, off North End Road – daily, except Christmas Day;
- Sussex Place, under the A4 flyover- at the frequency, operational hours, performance standard and response time of the adjoining streets;
- Woodmans Mews, off Scrubs Lane – on Mondays, Wednesdays and Fridays each week;
- Ducane Road, at the rear of Hammersmith hospital – on Mondays, Wednesdays and Fridays each week.

- 6.19 During the Contract Period, there may be car parks constructed and others demolished or changes made to the existing Cleansing frequencies. Reimbursement shall be on a *pro rata* basis for existing car parks.

Recreational Parks / Open Spaces

- 6.20 The Contractor shall Cleanse non-enclosed recreational parks and green open spaces at the frequency, operational hours, performance standard and response time of the adjoining street unless seasonal requirements or health and safety dictate otherwise. In the event that a park adjoins streets with different colour roads, the park shall be Cleanse to the standard for the street with the highest colour classification. The Contractor shall agree in advance with the Authorised Officer all changes to the frequency and operational hours of cleansing of non-enclosed parks and green open spaces.
- 6.21 Owing to the strong likelihood of damage being caused to areas in parks and open spaces through the operation of motor vehicles, the Contractor shall not be permitted to drive motor vehicles on soft landscaping in the locations listed here; and shall only drive vehicles on hard landscaping in the locations listed here following discussion with the Authorised Officer.
- 6.22 The non-enclosed parks include, but are not limited to:-

- Shepherd's Bush Common
- Frank Banfield Park
- Eel Brook Common
- Parsons Green
- Brook Green
- Furnival Gardens
- Marcus Garvey Park

The non-enclosed green open spaces include, but are not limited to:-

- Askew Crescent, junction, Uxbridge Road
- North Pole Road, junction Scrubs Lane
- Richmond Way, junction Woodstock Grove
- St Paul's Green (junction of Queen Caroline Street and Hammersmith Bridge Road)
- Starch Green (junction of Goldhawk Road and Askew Road)
- Parts of Lillie Road Recreation Ground (two green areas lying outside the enclosure along Lillie Road and Fulham Palace Road respectively)
- Little Brook Green, junction of Barb Mews and Shepherd's Bush Road
- Glenthorn Road, between junctions of Dalling Road and Studland Street
- North Verbena Gardens, junction of St Peter's Square and A4 Trunk Road plus the green area between St Peter's church and A4 Trunk Road

- 6.23 The Contractor shall note that the Cleansing of enclosed parks is the responsibility of the grounds maintenance contractor.

Bagged Street Cleansing Waste

- 6.24 All Waste arising from street Cleansing activities shall be placed and contained in identifiable plastic sacks of a colour, size, branding, type, design, strength and

material approved by the Authorised Officer prior to collection and transportation to the Delivery Point.

- 6.25 The Contractor shall propose a list of where the agreed pick up points will be and the Authorised Officer will consider and agree each location in advance of the Commencement Date. The Authorised Officer's decision on this matter shall be final and the objective is to keep town centres and priority routes as clear as possible. The Contractor shall ensure that no bagged street Cleansing Waste shall be left within 50 metres of any Smart Bank anywhere within the Borough.
- 6.26 The Contractor shall, unless otherwise instructed by the Authorised Officer, ensure that any bagged street Cleansing Waste or Recyclables are collected from the pick-up points as follows:-
- Red roads and Blue roads within two hours of the time it was there deposited;
 - All other locations within four hours of the time it was there deposited and in any case by 17:30 on the day which it was deposited.

Fly-posting

- 6.27 In the event of discovery by the Contractor or notification by the Authorised Officer (using the communication method specified in 7.28 to 7.32) of Fly-posting to Litter bins, liners or any other street furniture, regardless of whether it is owned by the Council or a third party, the Contractor shall remove the Fly-posting. The Contractor shall commence removal of the item(s) within 24 hours, except in the case of obscene or racist Fly-posting which shall be removed within two hours of reporting, and remove the Fly-posting to Grade A standard.
- 6.28 The Contractor will be reimbursed in accordance with the Daywork Rates for removing any Fly-posting located above two metres in height or, following instruction by the Authorised Officer for removing any material not defined as Fly-posting.
- 6.29 In instances of repeat Fly-posting the Contractor will retain examples of Fly-posting material and deliver it back to the Authorised Officer to take necessary action. The Contractor must include for this within the rate for Cleansing.

Temporary Homeless Persons

- 6.30 Where temporary homeless persons are discovered living rough on the streets or in green areas and other public open spaces that fall within the scope of this Contract, the Contractor shall inform the Authorised Officer. The Contractor shall Cleanse the street or other location with the exception of that area occupied by the temporary homeless persons.
- 6.31 The Contractor shall report to the Authorised Officer within three hours of discovery of temporary homeless persons to enable the Authorised Officer to liaise with the Metropolitan Police and / or other agencies to arrange for the area concerned to be vacated. The Contractor shall then revisit the area and Cleanse as scheduled.
- 6.32 The Contractor shall within three hours of receipt of an instruction to do so from the Authorised Officer, thoroughly wash with clean hot water and disinfectant any street, street furniture or Container, which has been occupied or used by temporary homeless persons. The Contractor shall not permit the Cleansing, washing or disinfection of any street, street furniture or Container until all temporary homeless persons have left or have been removed from the vicinity, unless the Authorised

Officer directs the Contractor to work in any area still occupied by such persons with the assistance of the Metropolitan Police or other relevant agencies.

Subways and Footbridges

- 6.33 The Contractor shall Cleanse all the floors of subways and footbridges in the Borough in accordance with the programme for adjacent roads. For the purpose of designating cleansing frequency, the subway or footbridge shall be assigned the colour classification of the street under which or over which it passes. In the event that an underpass goes under streets or the footbridge goes over two or more streets with different colour roads, the underpass or footbridge shall be Cleansed to the standard for the street with the highest colour classification. The Contractor may be required to undertake the cleansing of subway walls and may also be required to wash the floor of the subway on an ad hoc basis reimbursement for which shall be in accordance with Daywork Rates.

Manual Removal of Weeds

- 6.34 The Contractor shall manually remove weeds from tree bases as part of street Cleansing. The Contractor shall also remove any weeds which have not died-back but are dead or dying following weed spraying treatment as part of the normal Cleansing schedule in a particular street or other location.

Leaf Fall

- 6.35 The Contractor shall provide a Leafing Plan to the Authorised Officer by 1 September each year during the Contract Period. The Leafing Plan shall include but be not limited to how, when and where additional staff, vehicles and any equipment will be deployed during the peak season for leaf fall generally between 1 October and 31 December (but subject to climatic conditions this period may vary) together with methods of working. The Authorised Officer shall provide reasonable notice to the Contractor should any changes to the Leafing Plan be required and the Contractor shall amend the Leafing Plan accordingly.
- 6.36 During the leaf fall season the Contractor shall remove leaf fall and contain it separately and then deliver it to the Delivery Point at Smugglers Way Waste transfer station for composting. The Contractor may leave any bagged leaf fall within identifiable sacks of a colour, size, branding, type, design, strength and material approved in advance by the Authorised Officer on streets for collection but shall in any event collect those sacks within 8 hours of them being left on that street. The Contractor shall not leave sacks of leaf fall arisings within 50 metres of any Smart Banks anywhere within the Borough.
- 6.37 The Contractor shall note that the Council Waste Disposal Authority's contract imposes tough restrictions on the type and degree of acceptable contamination in respect of organic garden waste and leaves intended for composting rather than landfill. The WDA's contractor will also only accept leaves originating from the public highway for composting if they are delivered either loose e.g. uncompacted and in a single load or alternatively, bagged up in biodegradable sacks that are of a type that has been approved by the composting facility. Leaves delivered to the Delivery Point in sacks of any other type (e.g. those made from non-biodegradable plastic) will not be accepted.

6.38 The WDA's contract specification on Green Waste (which includes leaves) states that Green Waste shall not be contaminated by any foreign body, and the term "foreign body" shall include, but not be limited to the following:

- chemically impregnated fencing and posts;
- painted materials;
- oils and petrochemical substances;
- plastic;
- glass;
- metal;
- stones;
- brick;
- soil;
- general waste; or
- catering waste, including kitchen waste.

6.39 Although the Council accepts that it may not be feasible to maintain the degree of separation with leaves intended for composting from all of the Borough's streets neighbouring boroughs have demonstrated a degree of success through careful management. For example and for the Contractor's guidance, the Royal Borough of Kensington and Chelsea's waste contractor collected 185 tonnes of leaves from street trees in 06/07. However, in order to meet the contamination restrictions referred to above, the Royal Borough's waste contractor had to present separately for composting the leaves collected only from streets having relatively light footfall and relatively high numbers of trees. This type of information should be considered during development of the Contractor's annual Leafing Plan and included in the Plan, before it is presented to the Authorised Officer for approval.

6.40 Notwithstanding whether it is during the peak season for leaf fall or not the Contractor shall return the street or other location to Grade A standard within the required response times set out in Table 1.

On-street Parking

6.41 The Borough suffers from a large number of vehicles parked on streets and other locations and the Contractor shall familiarise himself with these practices. Although these conditions may make it difficult for the Contractor to provide Cleansing Services, such conditions shall not be a valid reason to interrupt or lower the standards to which the Services shall be provided under this Contract.

6.42 In exceptional circumstances the Council may (following an application from the Contractor to the Authorised Officer) suspend parking in streets to enable the Contractor to Cleanse the street. Where such an order is made by the Council, the Contractor shall be responsible for issuing notices (in a form approved by the Authorised Officer) in advance of a street Cleanse to each property abutting the street and each vehicle parked on the street where the prohibition will be in force. Where necessary, the Council shall be responsible for the arranging the removal of any vehicles from the relevant street.

6.43 Alternatively, the Contractor may use a system of signs and notices, approved in advance by the Authorised Officer, in order to ease the parking congestion and facilitate street Cleansing. The Contractor may not vary the system without the prior written consent of the Authorised Officer. The Contractor will be expected to have made allowance within the Contract Sum for the production or distribution of notices

or any other incidental activities the Contractor carries out in order to enable street Cleansing to take place.

Vehicles

- 6.44 The Authorised Officer can restrict the use of certain types of vehicles and plant both at locations and specific times. No vehicle or plant used for street Cleansing should be used on any newly laid footway within one month of it being laid. The commencement and completion of resurfacing of such surfaces shall be notified by the Authorised Officer to the Contractor from time to time. The Contractor cannot use mechanical sweepers weighing more than two tonnes on any footway unless otherwise agreed by the Authorised Officer. The specific streets with weight restrictions are listed in schedule 13 (on the CD).

Removal of Waste from Abandoned Vehicles

- 6.45 Upon receipt of an instruction from the Authorised Officer the Contractor shall attend and remove Waste as soon as reasonably practicable from specified abandoned vehicles. The Contractor shall transport the Waste to the Delivery Points specified in 7.8. The Contractor will be reimbursed in accordance with Daywork Rates.

Shopping Trolleys

- 6.46 The Contractor shall be required to remove any abandoned shopping trolleys and deliver these separately to the Delivery Point at Smugglers Way Waste transfer station for recycling as scrap metal.

Dog Fouling

- 6.47 The Contractor shall ensure that dog fouling, including all partial remains, is removed at every street Cleanse or when requested by the Authorised Officer (using the communication method specified in 7.28 to 7.32) within a two hour response time. The Contractor shall report details to the Authorised Officer of locations where they discover dog fouling to be unusually prevalent. The Contractor shall also, in accordance with the value added proposals in para 4.11 of his Tender, provide a specialist dog fouling removal vehicle that will be branded and liveried, alongside the rest of the core operating fleet. The deployment of this machine will be planned in full consultation with the Authorised Officer at all times and used to best effect in serving the needs of the community on a combination of pre-planned and reactive duties, as required.

Litter Bins (including Dog Waste Bins)

- 6.48 In addition to standard Litter bins, the Council has a variety of specialised Litter bins located within the Borough, including, but not limited to:-
- Litter bins for Recyclables
 - Gum / cigarette bins (Smartbox bins and Urban Revolution bins)
 - Dog waste bins
 - Commuter bins for paper recycling
- 6.49 Schedule 14 (on the CD) lists the current locations of all Litter bins including specialised Litter bins. There are in addition gum and cigarette bins which are currently only located in the town centres of Fulham, Hammersmith and Shepherd's Bush and the commuter bins are currently only located outside London Underground stations.

The Authorised Officer will notify the Contractor of any changes to these Schedules: it is likely that the number of bins for recycling (especially for recycling of free newspapers) and of gum / cigarette bins will increase during the life of the Contract.

- 6.50 The Contractor shall empty all Litter bins, Litter bins for Recyclables, gum and cigarette bins, dog Waste bins and commuter bins on at a frequency that ensures the bin or associated liners, where present, are no more than 80% full at any time. Without prejudice to, and notwithstanding any agreed Schedule, the Contractor shall ensure that on red roads (24 hours a day), on blue roads (between 06:00 hours and 22:00 hours every day) and on all other streets (orange, green and white roads plus the Thames Towpath: between 07:00 hours and 17:00 hours every day) that there is a minimum of 20% capacity in all Litter bins and specialised Litter bins to allow for the deposit of Waste.
- 6.51 The Contractor shall ensure that all Waste collected in the course of emptying Litter bins and specialised Litter bins is immediately secured to prevent spillage. The Contractor shall ensure that every Litter bin and specialised Litter bin and associated liner (where present) are emptied at every attendance and the Contractor shall ensure that any spillage or Waste found within a five metres radius of the Litter bin and/or specialised Litter bin shall be Cleansed to a Grade A standard at that time.
- 6.52 The Contractor shall ensure that Litter and Recyclables found in the space between the liner and the base and between the liner and the sides of Litter and recycling bins shall be removed. Similarly the Contractor shall ensure that gum and cigarette Litter, and dog Waste in the space between the liner and base and sides of the corresponding specialised bins shall be removed.
- 6.53 After emptying any Litter bin and/or specialised Litter bin the Contractor shall wipe the litter bin clean; and ensure that, where present, the associated liner is fully inserted and seated into the Litter bin and/or specialised Litter bin correctly so that it does not protrude above the bin rim. Where Litter bins and specialised Litter bins do not have a separate liner the Contractor shall ensure that a new plastic sack, of a type approved by the Authorised Officer, shall be inserted after every emptying. This requirement is not necessary for commuter bins as 140-litre wheeled-bins are generally used.
- 6.54 The Contractor shall ensure that Litter bins and specialised Litter bins with an integral locking device shall be fully locked after emptying so that the bin door is completely shut. In the case of Litter bins and specialised Litter bins without locks the Contractor shall ensure that the bins are securely replaced into position after emptying. In all cases any lids, hoods and doors shall be securely closed after emptying.
- 6.55 The Contractor shall ensure that where Litter bins and specialised Litter bins having a particularly bright or decorative finish are installed in the higher profile areas of the town centres, the exterior surfaces of these shall be maintained to a particularly high standard of cleanliness. This requirement shall extend to the stubbing plates of the gum & butts bins, which become badly discoloured in use and can detract from the appearance of the immediate area.
- 6.56 The Contractor will be issued with keys for all Litter bins and specialised Litter bins, which must be returned to the Council at the end of the Contract Period (however arising). Lost keys shall be replaced by the Contractor at his own expense.

In the event that any lid, hood or locking mechanism is found to be defective the Contractor must report this to the Authorised Officer who will instruct the Contractor accordingly. Any work required will be paid at Daywork Rates; the Contractor shall retain a stock of parts for this activity.

- 6.57 The Contractor shall ensure that where it is discovered that Litter bins or specialised Litter bins have become damaged or detached from their original mounting position (e.g. following a vehicle impact or accident) to the extent that any securing bolts or other fastenings attaching the Litter bins and specialised Litter bins to the street or other location have become exposed and represent a trip or other hazard, they are reported to the Authorised Officer immediately. In the event that a lamp-post mounted gum and/or cigarette bin and/or a dog waste bin is accidentally knocked away from its position by persons unknown or if it is removed by the Contractor for another reason, the Contractor shall ensure that any protruding bolts or other fastening devices attaching the bin are removed within 1 hour of the incident being reported (or at the time of removal if the Contractor is responsible for detaching the bin)
- 6.58 The Contractor shall note that Litter bins and specialised Litter bins may be of various sizes and designs and, subject to notification by the Authorised Officer, may be changed in size, design, location or quantity during the Contract Period.

Management and Maintenance of Bins

- 6.59 The Contractor will be responsible for all purchases, storage, maintenance and washing of Litter bins and/or specialised Litter bins. 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, specialised Litter bins and liners purchased and will be reimbursed for these costs on an open book basis with the exception of those Litter bins, specialised Litter bins and liners referred to in 5.25.
- 6.60 The Contractor shall provide ad hoc litter bin washing as required by the Authorised Officer. Reimbursement for this work shall be at Daywork Rates.
- 6.61 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.
- 6.62 The Contractor shall notify the Authorised Officer of any Litter bin and/or specialised Litter bin and/or liners that in its reasonable opinion have reached the end of their useful life or are damaged, missing, displaced or where liners are missing. The Authorised Officer may inspect the Litter bins and specialised Litter bins and advise the Contractor of the appropriate action to be taken. In the event that the Authorised Officer directs the Contractor to dispose of the Litter bin and/or specialised Litter bin the Contractor shall make reasonable endeavours to ensure that any Litter bins and/or specialised Litter bins and/or liners that are recycled.

- 6.63 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 and/or specialised Litter bin to the location specified and remove the existing Litter bin and/or specialised Litter bin for recycling or disposal as appropriate.
- 6.64 In the event that the Contractor loses, damages or destroys a reusable Litter bin, specialised 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 using the communication method specified in 7.28 to 7.32. 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.
- 6.65 In the event that the Council decides to change the style, type or livery of Litter bins and/or specialised Litter bins and/or liners, the Contractor shall place these at the locations specified by the Authorised Officer. Any Litter bins and/or specialised Litter bins and associated liners which no longer conform to the new livery, style or type as directed by the Authorised Officer should be removed and they should be transported to a location which the Authorised Officer shall specify, for storage, recycling or disposal as appropriate.
- 6.66 The Authorised Officer may decide to increase the number of additional Litter bins and/or specialised Litter bins and the additional Litter bins and/or specialised Litter bins shall be sited, emptied, cleaned and maintained by the Contractor in accordance with the Specification, in accordance with the Schedule of Rates.
- 6.67 Litter bins and/or specialised Litter bins shall be removed, replaced or sited within five Days of receiving an Authorised Officer's written instruction. This time requirement refers to ad-hoc replacements rather than wholesale replacement of which the timescale will be agreed with the Authorised Officer. The location of such Litter bins and/or specialised Litter bins shall be incorporated into Schedule 14 (on the CD). The Authorised Officer will consider the provision of Litter and Recycling bins for any additional sites proposed by the Contractor.
- 6.68 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.
- 6.69 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. The Contractor shall record any removal or replacement of Litter bins and/or specialised Litter bins using the communication method specified in 7.28 to 7.32.

- 6.70 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.

Weed Control Service

- 6.71 The Contractor shall treat weeds from those streets and other locations shown in Schedules 8, 9, 10, 11 and 12 (on the CD) and those roads specified in 6.16 using approved weed killer(s) in accordance with the Code of Practice for Using Plant Protection Products ("the Code"), the Contractor's weed control procedure, any other relevant Legislation, this Specification and any changes approved or required by the Authorised Officer.
- 6.72 As an indication of the overall extent of work, there are approximately 250 kilometres of streets to be treated.
- 6.73 The Contractor shall take particular care when timing the application of any chemicals in areas of high pedestrian movement. The Contractor shall only treat these areas at times, which avoid disruptions and risks to members of the public. The Contractor shall consult with the Authorised Officer about its proposals for timing of any works. In the event that the Authorised Officer considers that the time is inappropriate, the Contractor shall carry out the spraying at the times indicated by the Authorised Officer.

Standard

- 6.74 Following its treatment of weeds the Contractor shall achieve the removal of 95% of all weeds per linear metre of street and ensure that no weeds above 5cm high or wide remain within four weeks of the treatment having taken place in a particular street or part of a street.
- 6.75 The Authorised Officer will take into account the effects of the weather conditions and temperature on the speed of action of the herbicide when monitoring the results achieved. The Authorised Officer will allow a maximum of four weeks after treatment for the required standards to be reached before carrying out inspections.
- 6.76 Where the Contractor proposes to use Glyphosate, it is understood that weeds may germinate immediately after application. However substantial re-growth or recovery of weeds not completely killed by the treatment will be unacceptable and notwithstanding, the Contractor shall fulfil his obligations under the definition of "Cleanse", which requires all areas covered by the terms of this contract to be maintained in a substantially weed free condition.

Timing

- 6.77 The Contractor shall complete each spray application within a four calendar week period. The Contractor shall carry out three applications at different times of the year throughout the Contract Period at such times as shall be agreed in writing with the Authorised Officer.
- 6.78 The Contractor shall carry out the fourth application as late in the year as reasonably possible to ensure that the majority of weed seed has germinated, thus ensuring a clean aspect throughout the winter. If the Contractor is unable to complete the

treatment within this time period because of unsuitable weather conditions the Contractor shall notify the Authorised Officer in writing at the earliest opportunity indicating the time lost and proposals for completing the treatment.

- 6.79 The Contractor shall consult with the Authorised Officer about its proposals for timing of any works. In the event that the Authorised Officer considers that the time is inappropriate, the Contractor shall carry out the spraying at the times indicated by the Authorised Officer.
- 6.80 The Contractor shall ensure that all weed killers are stored, handled, mixed and disposed of in accordance with the manufacturer's recommendations and the Code and the Contractor's weed control procedure.

Method of Application

- 6.81 The Contractor should note that the use of mechanical equipment with fixed adjustable spray attachment for spraying is acceptable to the Council in principle. However, the Contractor shall satisfy himself of the locations where the use of such equipment is suitable and its acceptability by the appropriate Highway Authority. Otherwise the Contractor shall use approved pedestrian hydraulic sprayers.
- 6.82 The Contractor shall notify the Authorised Officer in which streets or parts of streets and in what areas the various types of equipment are to be used before starting the treatment. If the Authorised Officer wishes to add to delete or in any way change the list of streets or parts of streets or areas that the Contractor proposes to treat the Contractor shall immediately change his proposed programme of work.
- 6.83 The Contractor shall treat streets, including around street furniture, as follows:-
- i) stone paving footways for their full width;
 - ii) continuous bituminous paving shall be to the back edges joints and cracks only;
 - iii) kerbs and channels with Glyphosate shall be in a 500mm swath width to ensure weeds growing in channels and kerbs are treated.
- 6.84 The Contractor shall be responsible for any injury or damage caused during the progress of work, including damage or injury to other persons or their property. The Contractor shall at his own expense replace any damaged shrubs, herbaceous or other plant life other than weeds or any contaminated soil within fourteen days of notification by the Authorised Officer.
- 6.85 The Contractor may be required to carry out additional work in areas of the Council premises. The Contractor shall only carry out such works at the discretion and direction of the Authorised Officer. The Contractor shall be reimbursed for such additional works at Daywork Rates.

Clear All Service

- 6.86 In busy high-profile areas of the Borough, the Council requires an efficient and timely clear all Service. In Red and Blue roads the Contractor shall be required to remove all Waste regardless of the source of the material, empty Litter bins and/or specialised Litter bins and associated liners and remove all bagged street Cleansing Waste.

- 6.87 The Contractor shall provide the clear all Service in the roads and on the days and times (excluding Christmas Day) shown below:-
- Red roads between 04:00 hours and 06:00 hours, Monday to Sunday
 - Blue roads between 06:00 hours and 07:30 hours, Monday to Sunday
- 6.88 White goods, metals, fridges and freezers collected as part of the clear all Service shall be dealt with by the Contractor in accordance with 3.18 -3.27.
- 6.89 In support of the Council's Enforcement Strategy, the Authorised Officer may from time to time require the Contractor to sift through and retain for a reasonable period Waste collected in the Clear All Services to provide evidence of origin to assist enforcement action. Such information shall be provided to an Authorised Officer within 24 hours of being requested in order that the necessary procedures and legal action can be taken against the offenders. The Council may also require Commercial Waste from other than its customers to be left uncollected to allow enforcement action to take place and then for such Waste to be collected subsequently by the Contractor. Such operations will be planned with the Contractor in advance. Payment for this service will be in accordance with Daywork Rates.

Fly-tip Removal Service

For the avoidance of doubt, amendments to paragraphs 6.90 - 6.94 (inclusive) of the Specification do not enhance or diminish the Contractor's obligations under the "Clear All" service (Paragraphs 6.86 to 6.89 inclusive of the Specification) or any other part of the Specification.

- 6.90. The Fly-tip removal service will incorporate the clearance of all Fly-tips deposited within the boundary of the London Borough of Hammersmith and Fulham and as directed by the Authorised Officer. The Contractor shall remove all non hazardous Fly-tips from streets and other locations in the Borough. For the avoidance of doubt this does not require the Contractor to clear Flytips from Private Land unless included on the specification schedules or is classed as exceptional (6.92). Flytips removed from private land will be payable at Daywork Rates.
- 6.90.1 The Authorised Officer may notify the Contractor at any time on any day during the Contract Period of the location of any Fly-tip using the communication method specified in paragraphs 7.28 to 7.32 (inclusive) of the Specification.
- 6.90.2 The Contractor shall report to the Authorised Officer immediately upon discovery of any deposit of Waste on any street or other location which in the opinion of the Contractor, would be designated by the Authorised Officer as a Fly-tip.
- 6.90.3 The Contractor shall collect and remove any Fly-tip to the Delivery Point as specified in paragraph 7.8 of the Specification within a maximum of 48 hours (2 days) of being notified of the Fly-tip by the Council or the Fly-tip being identified by the Contractor's own staff.
- 6.90.4 The Contractor shall visit 'hot spots' listed in Schedule 15 (on the CD - Fly-tipping Hotspots) daily and remove any Fly-tipped material present at the time of visit. The location of the 'hot spots' may vary over the Contract Period. The

Contractor shall on request from the Authorised Officer collect Fly-tip Waste that has been collected by housing caretakers from specific storage sites on housing estates.

- 6.90.5 Following removal of a Fly-tip the Contractor shall be required to leave the cleared area clean and swept to a grade A standard, following which the Contractor shall deliver all waste removed to a designated Delivery Point, in accordance with the Specification.
- 6.90.6 A list of Fly-tips requiring collection will be provided by the Council to the Contractor daily or as otherwise determined by the Authorised Officer. The Council's call centre shall notify the Contractor via the Council's preferred reporting system as per 7.28 of the Specification.
- 6.90.7 The Contractor shall report the removal of all Fly-tips listed for collection (by 10:30am on the following working day) daily via the Council's preferred reporting specification as per 7.28 of the specification.
- 6.90.8 Within 48 hours of removing any Fly-tip the Contractor shall forward a report to the Authorised Officer using the communication method specified in 7.28 to 7.32 (inclusive) of the Specification detailing the nature and approximate volume / weight of the material of which the Fly-tip comprised, the location of the Fly-tip, and the resources used in its removal.
- 6.90.9 In the event that the Contractor believes that there is a problem with persistent dumping of Fly-tip Waste the Contractor shall take photographs of the Fly-tip showing the date, time, quantity and its location such that the location can be identified and provide the photographs to the Authorised Officer.
- 6.91 In the event that the Contractor is unable for any reason to remove a Fly-tip, due to it being hazardous the Contractor shall inform the Authorised Officer, providing reasons for the non collection within 1 hour of discovery. Where the Council agrees that the Contractor is unable to remove the Fly-tip the Council shall arrange for the removal of the Fly-tip at its own cost.
- 6.92 In the event of exceptional Fly-tips requiring the use of specialist equipment (e.g. exceptional in volume):
 - 6.92.1 The Contractor shall inform that Council that, in its opinion, the Fly-tip is exceptional, providing evidence to support its opinion.
 - 6.92.2 The Contractor shall provide to the Council a quote of the cost for removing the Fly-tip over and above the annual payment made to the Contractor in accordance with paragraph 6.93.
 - 6.92.3 If the Council agrees to the quote, it shall give its approval to the Contractor in writing. For the avoidance of doubt, the Contractor shall not proceed with the removal of an exceptional Fly-tip without the Council's approval of the costs for such removal.
 - 6.92.4 Where the Council considers that the Fly-tip is not exceptional it shall inform the Contractor or the same and request that the Contractor removes the Fly-tip in accordance with paragraph 6.90. Any dispute shall be dealt with in accordance with Clause 70 of the Contract (Resolution of Disputes and Differences).
 - 6.92.5 Where the Council agrees that the Fly-tip is exceptional but does not approve the quote for costs provided by the Contractor, the Council shall arrange for the Fly-tip to be removed at its own cost.

- 6.92.6 Within 48 hours of removing any Fly-tip the Contractor shall forward a report to the Authorised Officer using the communication method specified in 7.28 to 7.32 (inclusive) of the Specification detailing the nature and approximate volume / weight of the material of which the Fly-tip comprised, the location of the Fly-tip, and the resources used in its removal.
- 6.92.7 In the event that the Contractor believes that there is a problem with persistent dumping of Fly-tip Waste the Contractor shall take photographs of the Fly-tip showing the date, time, quantity and its location such that the location can be identified and provide the photographs to the Authorised Officer.
- 6.93 Subject to the provisions of paragraph 6.92, the Contractor shall provide the Fly-tip removal services set out in paragraph 6.90 for a fixed annual sum (as set out in the Bill of Quantities), payable in fixed monthly installments. For the avoidance of doubt, save in respect of the removal of exceptional Fly-tips under paragraph 6.92 ,the Council shall not be liable to pay the Contractor Dayworks Rates for the removal of Fly-tips with effect from Commencement Date.
- 6.93.1 The fixed annual sum set out above at paragraph 6.91 shall be reviewed each year beginning on 1 April 2010 in accordance with the clause 55 (Review of Prices) of the Contract.
- 6.94 In addition to indexation, the annual fee will be reviewed each year and where it can be reasonably demonstrated by the Contractor or the Council that number of Fly-tips removed by the Contractor have fluctuated up or down and such fluctuations have been sustained over a period of three consecutive calendar months, by a minimum 15%, payment shall be adjusted on a proportional basis in accordance with the Bill of Quantities. For the avoidance of doubt the annual reviews shall take place on 1 April each year during the Contract Period and any payments due from either the Council or the Contractor (for any overpayment or underpayment as the case may be) shall be at the end of the relevant Contract Year within 30 calendar days of receipt by the relevant party of an accurate and error free invoice from the party to whom payment is due.
- 6.94.1 Where the Contractor considers that the number of Fly-tip removals have increased, by a minimum of 15%, and such increase has been sustained over a period of three consecutive months, the Contractor must inform the Council of the same, providing evidence to support its assertion, within not more than 3 calendar weeks from the end of such three month period.

Special Events Service

- 6.95 The Contractor shall provide street Cleansing, Waste and Recycling collection Services, as required by the Authorised Officer, to cater for the requirements before, during and after special events held in the Borough, for example carnivals, festivals, shows and sports events (including football matches). The main events which occur in the Borough on annual basis are shown in Schedule 16 (on the CD). Reimbursement for this work shall be at Daywork Rates.
- 6.96 The Authorised Officer shall as soon as reasonable practicably after receipt of the notification of the proposed special event supply to the Contractor details of the date, time and route or location of the special event; and set out any specific requirements for the provision of and the time(s) when the Contractor shall provide the Services. Upon receipt of notification the Contractor shall confirm both receipt of the notification and also that the additional work can be carried out without affecting his other obligations under the terms of this Contract.

- 6.97 All Cleansing shall be carried out to Grade A as defined under the EPA Code as specified in 6.2. The Contractor shall be required to Cleanse the streets and other streets/locations used in connection with the special event immediately prior to the special event and within three hours of the termination (which shall be notified by the Authorised Officer to the Contractor). The Contractor shall provide empty and clean additional Litter bins or other containers for Waste as directed by the Authorised Officer.
- 6.98 In respect of some special events, the Contractor shall be required at the request of the Authorised Officer to remove all Waste within a designated special event area, including for the avoidance of doubt bagged Waste outside premises who have private contractor Waste collection contracts.
- 6.99 The Contractor shall when required by the Authorised Officer provide for and undertake the emptying, removal, temporary storage, and replacement of Litter bins and associated liners, street furniture, third party property (e.g. skips) and such other equipment or the provision of additional Litter bins and associated liners or street furniture. The Contractor shall provide temporary storage of these items. The Contractor may be required to provide additional services as directed including street sanding (Contractor to supply sand) removal and replacement of street furniture and Litter bin management and the provision of collections for Recyclables, Waste collections and street Cleansing.
- 6.100 The special event Service can include but not be limited to the provision of continuous litter picking, street washing or collections of Recyclables during and/or after a special event and the provision of Staff to attend such a special event to promote public awareness of the services.

The Contractor shall note however that in providing this element of the Services, the emphasis shall be on recovering the maximum tonnages of waste for the purposes of recycling and not simply collection of waste for the purposes of disposal. Where recyclable materials are discovered in significant quantities the Contractor shall collect these so that they can be recycled and either put these into Smart Banks specially situated for the special event or retained by the Contractor and delivered separately to the Disposal Point for recycling.

Street Washing

- 6.101 The Contractor shall undertake street washing, using a specialised or adapted vehicle, to Cleanse the carriageway, in market streets and other streets as and when required, and footway, supplemented by spot cleaning with hand lance where necessary.
- 6.102 A dedicated street washing resource will be made available to carry out cleansing on the footways of the roads listed in Schedule 17 of this Deed of Variation (which the Authorised Officer may from time to time amend) and only at times agreed with the Authorised Officer. In addition the Contractor shall undertake street washing of public spaces in residential areas, shopping areas and outside public buildings as directed by the Authorised Officer according to all reasonable requests to address street washing requirements using the resource made available within this Deed.
- 6.103 Street washing outside of the resource availability shall be referred to “Ad hoc street washing” and will only be carried out on other streets as instructed by the Authorised

Officer and only at times agreed with the Authorised Officer. Ad hoc street washing shall be paid at Daywork Rates.

- 6.104 The Contractor shall note that some of the Borough's highways are subject to heavy use, particularly around London Underground stations during peak times. Washing of these areas must be carried out so as not to compromise public safety and convenience.
- 6.105 Washing shall only take place when the streets to be washed are free of Litter. If at the commencement of washing, any street is not free of Litter the Contractor shall immediately Cleanse the street to remove Litter and then carry out washing.
- 6.106 The Contractor shall ensure that the area is to be washed with clean hot water applied under pressure with a disinfectant and deodoriser is to be applied where required. The areas to be washed shall include but not be limited to:-
- the surface area of the street;
 - the building line (for avoidance of doubt the surface edge by the building wall) and specifically residues where Fly-posting has been concentrated;
 - the sides of planters to their full height;
 - the street underneath all sign poles and signs;
 - the street underneath street lamps;
 - the street underneath bus shelters/stops;
 - the street underneath street seating;
 - the street underneath all Litter bins and/or specialised Litter bins including ground mounted non fixed bins;
 - the street underneath all reusable and moveable Containers including bulk bins and Smart Banks;
 - the street underneath all phone and electric boxes.
- 6.107 Street washing shall achieve, but not be limited to, the removal of:-
- oil and grease;
 - food and drink residue;
 - dirt and mud;
 - urine, faeces and vomit (both human and animal)
 - Fly-posting residue;
 - all detritus and material that is not part of the composition of the street or road.
- 6.108 The Contractor's attention is specifically drawn to the problems caused by bird droppings on footways, pedestrian safety railings and other street furniture located under bridges.
- 6.109 The Contractor shall ensure that chemicals, including soaps, used in street washing operations shall use materials approved by EU regulations for use within surface water drainage areas and hardened highway surfaces and as approved by the Authorised Officer.
- 6.110 The Contractor shall be liable for any damage caused by flooding the cellars or from the entry of water to shops and private dwellings resulting from the process.
- 6.111 The Authorised Officer may at any time direct the Contractor to wash any walls (to include application of a suitable disinfectant and deodoriser) adjacent to any street or

other locations in the Borough. Such washing shall be carried out within 24 hours of any such request.

- 6.112 After any washing is complete, the Contractor shall ensure that excess surface water is swept to the nearest gully. The Contractor shall take reasonable measures to remove any water which ponds as a result of highway defects.

Subways Washing and Cleaning

- 6.113 The Contractor may be required to wash the floor of the subways on an ad hoc basis reimbursement for which shall be in accordance with Daywork Rates.
- 6.114 Subways shall be temporarily closed when washing is being carried out and shall be opened as soon as the cleansing operation is completed, the vast majority of standing water has been swept away into the drains and the subway is safe for the general public.
- 6.115 The Contractor shall ensure that flooding does not occur as the result of washing and take all reasonable steps to ensure that no water comes into contact with any electrical fitting
- 6.116 When cleaning subways the Contractor shall ensure that all gully grids are as far as reasonably practicable cleared of all debris.
- 6.117 The Contractor shall ensure that following Cleansing and washing in the subway that a thorough Cleanse of all floors, stairs and slopes is undertaken and that all Fly-posting is removed.
- 6.118 For the avoidance of doubt the Contractor shall not be required to Cleanse ceilings and walls; The Contractor shall report all visible faults to drainage, lighting, signs, paving, subway fittings and water penetration whether caused by rainwater, groundwater or from any other source to the Authorised Officer within 24 hours of discovery.
- 6.119 The Contractor shall ensure that Waste is not swept into any gully or any other part of the subway drainage system.
- 6.120 Pressure washing will not be permitted in certain areas due to the nature of the blocks and pavers without the prior approval of the Authorised Officer; where approval is given re-sanding of block paving will be carried out as required. The Contractor will leave the area clear from grease or chemical residue and standing water during such process. The Contractor will ensure that no damage is caused to adjacent properties by seepage, dirty water or sand abrasion during the deep cleansing operation. Any accidental damage will be remedied promptly, courteously and efficiently.

Suspension of Service

- 6.121 No washing shall be carried out if the ambient air temperature falls to four degrees Celsius or there is likelihood of frost, ice or snow immediately prior to or after washing. The Contractor shall immediately notify an Authorised Officer if he suspends washing due to such inclement weather. In the event that washing has ceased as a result of the ambient air temperature falling below four degrees Celsius the Contractor shall commence washing when the ambient air temperature rises to above four degrees Celsius or as directed by the Authorised Officer.

6.122 Washing may be suspended by the Authorised Officer by notice to the Contractor for any period in the event of a water shortage. Washing shall cease immediately at the direction of the Water Company. All such directions shall be reported to the Authorised Officer by the Contractor before the end of the day on which the direction is given.

Street Market Cleansing Service

6.123 Street markets are held at three locations within the Borough:-

- Lyric Square off Kings Street on Thursdays and Saturdays plus occasional Fridays (with variations in those days in the Christmas period).

Trading times are 08:00 hours - 18:00 hours; however stalls are set out before 08:00 and taken down after 18:00.

- North End Road from Beaufort Mews to Shorrolds Road from Monday to Saturday (six days).
- Trading times are 08:00 hours - 18:00 hours; however stalls are set out before 08:00 and taken down after 18:00.
- Vanston Place from Walham Grove to Fulham Broadway on alternate Sundays at trading times 10:00 to 16:00 hours.

- 6.124 The Contractor shall note that although it is not the responsibility of the Council to Cleanse Shepherd's Bush market itself, the immediate area surrounding it may be subject to the type of increased littering that might reasonably be expected owing to the increased footfall in the area. The Contractor shall allow for this in the rates submitted.
- 6.125 The Contractor shall Cleanse streets or parts of streets in the Borough used for street markets during their hours of operation and following closure of market stalls, notwithstanding the responsibilities of the traders to clean the market area at the close of trading. The Contractor, following cleansing by the street trader, shall additionally Cleanse the operating area, surrounding areas and 50 metres along adjoining streets and return it to Grade A before 21:00 hours the same day. This should be considered as part of normal working practice and included in the tendered rate. No additional payments shall be made to the Contractor for this Service.
- 6.126 From time to time additional markets are held in shopping areas in the main town centres and the same arrangements will apply. Reimbursement for this additional work will be paid at Daywork Rates. The Service shall be provided on every day upon which market trading takes place and the Authorised Officer shall notify the Contractor when these will be.
- 6.127 At the street markets the Contractor shall:-
- provide street Cleansing and Waste collection Service during any trading period for each street market;
 - remove all Fly-posting in accordance with 6.24;
 - ensure all headways of all streets adjoining street markets for 50 metres are Cleansed, and washed at the same time as the Service is being provided;
 - include the collection of all Waste and Litter discarded or deposited by traders and/or shops either before, during or after the trading period without causing undue interference to members of the public or street traders;
 - immediately following the end of any trading period, Cleanse and return the street to Grade A unless otherwise directed by the Authorised Officer;
 - such areas shall then be washed and any excess water removed.
- 6.128 The Contractor shall during and after the trading period collect all remaining cardboard from street markets and commercial premises who have commercial Waste contracts with the Council in street markets for the purpose of recycling. The Contractor shall not mix other Waste with this cardboard.
- 6.129 The Contractor shall ensure that no Staff carrying out the Service has any interest in any street traders licence. No Staff with such an interest is to be employed in the provision of this street market Service.

Accident and Emergency Response

Service Objectives

- 6.130 The provision within the Borough of the following twenty four (24) hours per day incident and emergency response service on each and every day of the Contract Period that is efficient, effective and prompt. Payment for work undertaken shall be at Daywork Rates; but there shall be no 'stand-by' payment.

Incidents

- 6.131 The Contractor shall when notified orally or in writing at anytime during the Contract Period by the Authorised Officer or directly by the Metropolitan Police of an incident attend within one hour the scene of the incident and provide appropriate services to deal with the debris and liquid spillage; or to provide lamps or barriers where appropriate. The Contractor shall fully liaise with the Emergency Services, the Council and any and all statutory undertakings during the provision of the incident and emergency response service.
- 6.132 The Contractor shall undertake any task it deems necessary to perform this Service. In addition the Authorised Officer may specify services which he requires the Contractor to perform in connection with any incident, together with the time scale for performance of such services. The Contractor shall then perform those actions within the timescales set out by the Authorised Officer.
- 6.133 Where the Contractor or other party has at the location of an incident spread any material to soak up any liquid spillage it shall be cleared by the Contractor after its purpose has been served or when required to do so by the Authorised Officer. The Contractor shall only use substances approved by the Authorised Officer to soak up diesel, petrol and/or oil or similar discharged onto a street. For the avoidance of doubt the Contractor shall provide any sharp sand or granules or other materials used to soak up diesel, petrol, oil, paint and/or blood, body fluids and these shall form part of the consumables.
- 6.134 The Contractor shall deploy in the provision of this Service sufficient Staff, Equipment and Vehicles to adequately perform this Service or to comply fully with the Authorised Officer's requirements.
- 6.135 All locations at which this Service has been provided shall, after an incident has been dealt with by the Contractor, be returned to Grade B within two hours except where the Contractor is hindered from performing the service due to surface damage, the presence of Emergency Services vehicles and other impediments outside the Contractor's control including the presence of emergency services in which case it shall report to the Authorised Officer who shall direct the Contractor accordingly.

Emergency Service

- 6.136 The Authorised Officer shall in his absolute discretion determine whether any situation constitutes an Emergency, where and how any Emergency shall be dealt with and the duration of any tasks deemed by him to be necessary. The Contractor shall co-operate fully with the Council's Emergency Plan.

- 6.137 Notwithstanding and without prejudice to the Contractor's obligations to provide the Services the Contractor shall in an emergency at any location in the Borough if directed to do so by the Authorised Officer forthwith divert and make available staff, vehicles, and equipment used in the provision of the services in order to remedy or assist fellow Contractors or any other agency in countering the effects of, or to deal with, the emergency and shall do so in any way directed by the Authorised Officer. Such staff, vehicles and/or equipment shall continue to be diverted or deployed until the Authorised Officer instructs the Contractor that the diversion or deployment is no longer necessary.
- 6.138 The Contractor shall deploy in the provision of this service sufficient Staff, and/or equipment and vehicles to comply fully with the Authorised Officer's requirements. In the event that the Contractor is required to engage additional Staff, vehicles, or equipment to those currently used in the provision of the services, then, subject to the Authorised Officer not seeking the assistance of a fellow Contractor the Council will reimburse the Contractor for the reasonable and necessary additional costs incurred provided that full details of such additional costs are provided to the Authorised Officer.
- 6.139 Prior to engaging any additional staff, vehicles, or equipment the Contractor shall obtain the express written authority of the Authorised Officer and shall in its request for such authority provide its best estimate of the cost of engaging such additional Staff vehicles or equipment.
- 6.140 The Contractor shall, upon receipt from the Authorised Officer of notification that it is no longer required to divert staff, vehicles, and equipment as required above, immediately deploy sufficient resources to remedy any deficiency (if any) occasioned in the provision of the Services as a result of the Emergency.

Dead Animals

- 6.141 The Contractor shall deal with all dead animals collected in a manner such as not to unduly distress customers or members of the public. Dead animals taken from the roads shall in the first instance be taken to the depot and placed in a freezer for a period of up to 5 working days. It shall be the Contractor's responsibility to provide this freezer facility and the existing freezer will be made available to the Contractor at the Commencement Date; to make it available for other bodies (e.g. other Council departments) to deposit dead animals; and to arrange for its emptying and transportation to an appropriate Delivery Point.

Reports

- 6.142 The Contractor shall provide to the Authorised Officer within a period of 24 hours of the completion of the service, or the end of an emergency, a full written report of the service provided. Such reports shall include but without limitation the location and nature of incident or emergency, number and status of Staff engaged and numbers, types of vehicles, equipment and consumables used. The reimbursement for the cost of providing the service shall be in accordance with this report and the Daywork Rates.

Dead Animals and Clinical Waste Collection Service

- 6.143 As part of the incident and emergency response service the Contractor is required to provide a dead animals and on street clinical Waste collection service to collect and transport dead animals and clinical Waste from streets, in the Borough in a safe, clean, tidy and Nuisance free manner.
- 6.144 The Contractor shall ensure that all staff carrying out the dead animals and on-street clinical Waste collection service are suitably equipped In the event that the Contractor discovers or receives a report of more than five needles and syringes at any one location. Then the Contractor shall arrange for their removal and deposit such needles or syringes into a sharps box conforming to BS 7320 and arrange its safe disposal at the Delivery point.
- 6.145 In the event that the Contractor discovers the needles and syringes and the dead animals and on street clinical Waste service is required, the member of staff discovering the needles and/or syringes should remain at the site until the clinical Waste is removed to ensure members of the public do not interfere with the clinical Waste.
- 6.146 The Contractor shall report to the Authorised Officer within 24 hours details of each instance of clinical Waste found on street or amongst Waste or Recyclables subsequently collected by the Contractor together with any dead animal collected, such reports to include the following:-
- Date, day, time and location of collection.
 - Type of animal collected and a brief description.
 - Details of any information contained on any collar or name tag or micro chip
 - Time of delivery to and location of the delivery point using the Council System.
- 6.147 The Council does not offer a service for the removal of pets from resident's premises. However, from time to time the Council does receive calls from customers requesting the removal of dead wild animals from their property and also pet animals that are not owned by the customer but may have died on their property. In such cases, upon instruction by the Authorised Officer the Contractor shall remove the animals from outside the premises as if they were dead animals found on the street.

Best Value Performance Indicator (BV199)

- 6.148 The BVPI 199a survey is designed to provide a 'representative' picture of cleanliness within an authority. More importantly, the survey enables local authorities to compare their performance with national benchmarks (produced annually by DEFRA's Local Environmental Quality Survey of England - LEQSE), on a 'like-for-like' basis using ten standard land-use Classes.
- 6.149 The Contractor shall, using an independent third party approved by the Authorised Officer, survey 30 transects in each BV 199 land-use class in each four month period. These should give a useful indication of variations in standards, which an authority can use to review cleansing standards, resource levels, priorities and strategies.

6.150 A sample of this size (900 transects over a full year) will give results that can be used to assess the performance of local authorities in respect of their Local Public Service Agreement. 300 transects should be surveyed in each of three 4-month periods during the year. These will be:-

- April - July;
- August - November; and
- December - March.

Stock Control Service

6.151 The Contractor shall provide the stock control Service with respect to stock and consumables related to the contracted Services in accordance with its stock control procedure.

6.152 If after the commencement date the Contractor wishes to change the stock control procedure, it shall obtain the prior written consent of the Authorised Officer. In the event of approval of the Contractor's proposed changes by the Authorised Officer the Contractor shall provide where appropriate or necessary a revised stock control Procedure which shall take effect from the date agreed by the Authorised Officer.

6.153 In the event that after the Commencement Date the Authorised Officer acting reasonably wishes to add to delete from or in any other way change the stock control procedure the Contractor shall having received a reasonable period of notice prepare a revised stock control procedure for approval by the Authorised Officer. The Authorised Officer shall as soon as reasonably practicable after receipt of the revised stock control procedure indicate to the Contractor any changes he requires to the stock control procedure which the Contractor shall implement immediately.

6.154 The Stock Control Procedure shall be deemed to form part of the Operational Plan.

The Monthly Cleansing of 3 Public Drawdocks at Broomhouse Lane and Queen Caroline Street

6.155 The Contractor shall, at low tide, cleanse monthly, the public drawdocks at Broomhouse Lane and Queen Caroline Street, leaving each location completely litter free and cleansed to grade "A" standard. The Contractor shall take into consideration the potential dangers inherent both in working adjacent to the water-line of the River Thames and also owing to potential access difficulties unique to each location.

6.156 The Contractor shall therefore carry out the necessary risk assessments, familiarise itself with the relevant tide timetable for each location and equip staff with the necessary protective gear and equipment to ensure that the task can be carried out without unduly endangering staff.

6.157 The Contractor shall issue a draft annual programme for drawdock cleansing for approval by the Authorised Officer, together with a Method Statement taking into account all of the inherent safety issues associated with working at such sites.

6.158 In consideration of the satisfactory monthly cleansing of the 2 public drawdocks the Council shall pay the Contractor.

6.159 Attention should be made to maximise recycling from street cleansing activities. This should include:

- All handbarrows in town centres to include a recycling sack for collecting recyclables
- Management of commuter banks as per section 6.59-6.69 of the contract specification

Ensuring an recycling bag is used where dual bins are in operation 6.160 Any regular contamination of commuter banks or dual bins must be reported to the Authorised Officer via the Council's preferred reporting system as per 7.28 of the Specification."

7. GENERAL REQUIREMENTS

Hours of Operation

7.1 The Services may be carried out within the following time periods unless otherwise specified in this Specification or by the Authorised Officer.

Household Waste and Recyclables

- 06:30 hours to 16.00 hours, Monday to Friday, for Household Waste and Recyclables collections from sacks and/or dustbins;
- 07:00 hours to 16:00 hours, Monday to Saturday, for Household Waste and Recyclables Container Services (e.g. bulk bin, paladin) and bulky Household Waste collections.

Commercial Waste and Recyclables and Street Cleansing

- 24 hour service, 7 days per week, for street cleansing operations and Commercial Waste collections in 'Red roads';
- 06:00 hours to 22:00 hours for street cleansing operations and Commercial Waste collections in 'Blue roads';
- 04:00 hours to 06:00 hours for 'Brown roads';
- 07:30 hours to 17:00 hours, Monday to Friday for all other locations for street cleansing operations and 07:00 hours to 16:00 hours Monday to Saturday for all other locations for Commercial Waste Collections;
- During the lifetime of the Contract the collection of Commercial Waste may extend from 07:00 hours to 24:00 hours and any changes to the designated collection times shall be deemed to have been included within the unit rates;
- As set out in 3.31, the Council is currently investigating the implementation of a scheme whereby Commercial Waste producers in all or part of the Borough will only be allowed to leave their waste out for collection in certain time bands, regardless of whom is contracted to collect their waste.

Bank Holiday Working

Household Waste and Recyclables

- 7.2 On Christmas Day, Boxing Day and New Years Day (or the corresponding English Bank Holidays) the Contractor shall not operate Household Waste and Recyclables collection.
- 7.3 The Contractor shall ensure that the Services are maintained during weeks which include or follow English Bank holidays in accordance with the relevant normal Programme of Work except for the week including Christmas Day and the week following Christmas Day.
- 7.4 Subject to the approval of the Authorised Officer, the Services may be varied in respect of Christmas week and the week following, although the sequence of operations set out in the Programme of Work shall be maintained. The Contractor shall submit proposals for arrangements during such week or weeks which shall be submitted to the Authorised Officer by the 1 October in each Contract Year and the Contractor shall implement such changes to his proposed arrangements as the Authorised Officer may require.
- 7.5 The Authorised Officer shall be responsible for publicising the revised arrangements and for the costs of so doing.

Commercial Waste and Recyclables

- 7.6 The collection of Commercial Waste shall not be required on Christmas Day(or the corresponding English Bank Holiday).

Street Cleansing

- 7.7 A skeleton street cleansing Service as described in 6.5 will operate on Christmas Day (or the corresponding English Bank Holiday) otherwise the Contractor shall ensure that the Services are maintained during weeks which include English Bank holidays in accordance with the relevant Programme of Work.

Delivery Points

- 7.8 The Contractor shall, unless otherwise directed in writing by the Authorised Officer, deliver Waste to the following:-
- a) Smugglers Way Waste transfer station, Wandsworth, London SW18 1JS (opening hours are 07:30 hours to 16:00 hours Monday to Friday; 07:30 hours to 13:00 hours on Saturdays; 07:30 hours to 12 noon on Sundays - but only open until 13:00 hours on English Bank Holidays with the exception of Christmas Day, Boxing Day and New Year's Day when the facility is closed);
 - b) Cringle Dock Waste transfer station, Battersea, London SW8 5BX (open 24 hours, seven days per week with the exception of Christmas Day);
 - c) Any other waste transfer station or facility as directed by the Waste Disposal Authority or any other Waste transfer station or facility as directed by the Authorised Officer.
- 7.9 All Waste collected shall be deposited in an approved Waste collection vehicle and transported to one of the specified Delivery Points on the same day as the collection day (with the exception of Christmas Day).

- 7.10 Unless otherwise instructed by the Authorised Officer the Contractor shall only use Smugglers Way Waste transfer station during the hours that it is open and Cringle Dock when Smugglers Way is closed. This applies to all Waste including Garden Waste and leaf fall: but with the exception of Residual household Waste collected on a vehicle with less than 5 tonnes tare weight, which shall be delivered to Cringle Dock; in all other cases Recyclables shall be delivered to Smugglers Way.
- 7.11 The Authorised Officer may instruct the Contractor that special categories of Waste such as builders' rubble, soil or bulky heavy Waste shall be delivered to Cringle Dock or another Waste transfer station.
- 7.12 In the event of any Delivery Point(s) being closed, or for any other reason, the Authorised Officer may instruct the Contractor to use an alternative Delivery Point(s).
- 7.13 No additional payment shall be made unless the alternative Delivery Point(s) is greater than five miles from the Borough boundary and the Council shall only pay the Contractor for the additional transportation costs for the distance over and above five miles from the Borough boundary. The diverted tonnage payment shall be calculated according to the formula stated in Schedule 18 (on the CD).
- 7.14 The Contractor shall ensure that all site procedures, including health and safety codes of practice, are complied with at each Delivery Point specified in 7.8.
- 7.15 The Council will meet the fees and charges for the disposal, recycling, composting and treatment of Waste which the Contractor delivers to the Delivery Point(s), in accordance with the Contract.
- 7.16 The Contractor shall note that vehicles often, and usually at certain times of the day, have to queue to use the Delivery Point(s). Such queues might involve considerable loss of time and the Contractor shall allow for such non-productive time in their tendered Annual Sum. The Contractor shall not be entitled to any additional payment for time spent waiting to use the Delivery Point(s).

Gates and Doors

- 7.17 At the Commencement Date the Contractor will be provided with keys, and where appropriate fobs for electronically-controlled doors, for all gates, doors and barriers that will require access in order to undertake the requirements of this Specification. The Contractor will ensure all gates, doors and barriers are closed and locked as appropriate once the Service requirements have been carried out.
- 7.18 Where the Contractor is required to hold access keys, fobs and padlocks for service roads, entry gates, bin chambers, depots in order to enable the Services to be provided, the Contractor shall ensure that his Staff are made aware of the security and safety implications of such a system. The Contractor shall be required to sign for all keys, fobs and padlocks that are issued to him during the Contract Period and for returning such keys, fobs and padlocks to the Council at the end of the Contract Period.
- 7.19 The Contractor shall bear the cost of the replacement of any such keys, fobs and padlocks that are lost or damaged and of any reasonable security measures implemented as a result of such loss including without limitation the replacement of locks. Spare fobs, keys and padlocks shall be held in a controlled cabinet at the Depot.

- 7.20 The Contractor shall, wherever practicable have copies of keys cut and stored within their depot to allow for Service recovery and to arrange replacement keys when lost within twenty four hours. All copies of keys shall be returned to the Council at the end of the Contract Period.
- 7.21 The Contractor shall, thirty days prior to the Commencement Date, submit for the approval of the Authorised Officer a 'key control procedure' for the management of all keys, fobs and security devices used to gain access to Collection Areas which Contractor shall implement within thirty days of the Commencement Date.

Lost Property

- 7.22 Any item of property not considered to be Waste found by the Contractor or any Staff shall be handed in to the nearest Metropolitan Police Station (after first reporting it to the Authorised Officer) within twelve hours of being found.
- 7.23 The Contractor shall ensure that a record is kept of all items of property found and showing details of the location of the find, the nature of the property and the police station to which it was taken and any relevant police report number or police officer's number. Such record shall be made available to the Authorised Officer within twenty four hours of a request for such information.

Hazardous Waste

- 7.24 Neither the Contractor nor any of his Staff shall collect Hazardous Waste, save as directed or instructed by the Authorised Officer in the event of an emergency. Upon discovery the Contractor shall immediately report the occurrence to the Authorised Officer who shall be responsible for arranging for the safe collection and disposal of the Hazardous Waste only, using specialist contractors.

Changes to Services

- 7.25 Changes to the days of the week or time bands for Waste and Recyclables collection or street cleansing shall be notified to all customers affected. The extent of the notice period and the manner of the notification shall be as directed by the Authorised Officer and such notification shall be at the Contractor's expense. For the avoidance of doubt no changes to the Schedules shall take place until all affected customers have received prior notification.

Sorting Waste

- 7.26 The Council is occasionally required by the police, or other public services, or in response to requests from customers to deliver Recyclables or Waste to designated areas for sorting or searching for evidence, or by customers to sift through Recyclables or Waste in order to locate lost valuables and other items.
- 7.27 The Contractor shall as directed by the Metropolitan Police or the Authorised Officer:-
- deliver Recyclables or Waste to such areas as may be required by the Metropolitan Police and/or the Authorised Officer for the purpose of sorting;
 - provide sufficient Staff to sort through Recyclables or Waste;
 - collect (including sweeping up and loading into a Waste collection vehicle);

and the Contractor shall be reimbursed at Daywork Rates.

Communications and Information Technology

- 7.28 The Council will operate the SBS Confirm Environmental system to manage the Contract and provide requests and issue instructions to the Contractor as well as receive information and reports from the Contractor. The Contractor shall be required to use this system to receive instructions and requests from the Authorised Officer and to provide information and reports to the Authorised Officer. The Council will provide secure access to the Contractor, together with two terminals (for which the Council will cover maintenance and support costs) and operating licences, so that the Contractor has access to relevant screens and facilities within the Council's SBS Confirm Environmental system which will include the facility to provide the following information to the Authorised Officer no later than 10:30 hours on the following working day (unless a different timescale is specified) for:
- a) all properties, premises or locations where it was not possible to carry out or complete collections of Waste and/or Recyclables (e.g. missed collections), or to perform any of the specified Services – N.B. please note that a different timescale is required for this – see 5.12;
 - b) location of properties where excess Residual Waste or Recyclables has been presented and details of the incidence;
 - c) location of properties where contaminated Recyclables or contaminate Garden Waste sacks have been presented and details of the incidence;
 - d) location of properties where uncontained Residual Waste or Recyclables was discovered including repeated incidences of uncontained Residual Waste presented at bulk Container storage areas;
 - e) completed Commercial Waste collections;
 - f) any address at which reusable Containers, Litter bins, specialised Litter bins or liners have been damaged, or have been found to be damaged, together with a brief description of the damage and explanation of the damage where appropriate;
 - g) any address at which Litter bins, specialised Litter bins or liners have been removed by the Contractor (unless instructed to do so by the Authorised Officer)
 - h) any damage to any property, premises, highway or street furniture together with a brief description of the damage and an explanation of the damage where appropriate;
 - i) confirmation that all 'hot spots' have been visited;
 - j) locations of streets or other locations where it was not possible to complete scheduled street Cleansing activities;
 - k) any other information as reasonably required by the Authorised Officer.
- 7.29 The Authorised Officer will investigate incidences reported by the Contractor and take action as appropriate.
- 7.30 The Contractor will be required to provide the Authorised Officer with weighbridge tickets, summaries for each round, for each delivery to tipping point, on each day Services are provided, and in a format approved by the Authorised Officer.

7.31 The Council will use SBS Confirm Environmental to manage the Contract and the Contractor shall be required to use this SBS Confirm Environmental system also. The Contractor shall provide a Method Statement indicating their communication arrangements and confirmation of their intention to use SBS Confirm Environmental. It should be noted that the SBS Confirm Environmental system may be upgraded to provide additional facilities during the lifetime of the Contract and it is possible that it may be replaced by a different system in the future where improvements in technology make this advantageous. The Contractor will be expected to accommodate these changes. The use of SBS Confirm Environmental is mandatory for the following activities:-

- a) Operational schedules for all activities, including days of the week when all collections of Waste and Recyclables and all street Cleansing activities are to be carried out i.e. in terms of precise days when locations, streets and properties shall be visited. The Contractor may use SBS Confirm Environmental to create schedules or may use another system: but if another system is used, the output shall be delivered by the Contractor in a secure electronic form so that the Council's SBS Confirm Environmental system can be automatically updated.
- b) The receipt by the Contractor of complaints including remedy and default notices (which will be issued in real time using SBS Confirm Environmental); and the Contractor's responses to those complaints including remedy and default notices in real time.
- c) The receipt by the Contractor of ad hoc instructions (which will be issued in real time using SBS Confirm Environmental); and the Contractor's reporting of actions taken in relation to those ad hoc instructions, including, where appropriate (e.g. where reimbursement is to be at Daywork Rates) of resources used. Ad hoc instructions may include details of Bulky Waste Collections, Assisted Collections, Commercial Waste service variations, Customers registered for Garden Waste Collection services, Flyposting incidents reported, Flytipping incidents reported and other similar ad hoc requests. The Contractor should ensure that where applicable the number of available slots on vehicles is maintained within Confirm to facilitate booking

7.32 The Confirm modules used by the Council include, but are not limited to, the following:-

- 100 (Asset Register) - shows assets/features
- 110 (Extended Attributes) additional user configurable fields on features
- 115 (Audit Trails) - shows audit trail of changes made to assets/features, this is mainly for Trade Waste features
- 410 (MapView for ESRI)
- 500 (Condition Survey) - allows inspections of features to be planned and recorded
- 700 (Asset Maintenance) - maintenance of contract items and allocation of regimes for routine work
- 720 (Routine Maintenance) - allows automatic creation of jobs and orders for routine work
- 730 (Contract Preparation) - maintenance of contracts
- 740 (Jobs from Regimes) - jobs for non routine work / one off work
- 745 (Warranty Dates) - automatic updating of features with dates when work was carried out or warranty of work
- 750 (Budgeting) - cost codes and financial reporting

- 900 (Contract Management)
- 960 (Customer Accounts) for Trade Waste accounts
- 980 (Works Issuing) - for internal contractor works distribution
- 1000 (Performance Monitoring)
- 1200 (Customer Services) - enquiries, link to Lagan
- 1240 (Customer Services Letters) - mail merge with enquiries
- 1250 (Issue Tracking)
- 1300 (FBI Interface) - mobile working element
- 1400 (Commitment Tracking) - deadlines and timescale setting
- 1420 (Alerts and Notifications Agent) - email alerts for enquiries and deadlines
- 1430 (Corporate Issue Agent) - system agent to generate above
- 1440 (Web Email Agent) to interface with web front end
- 1460 (Customer Services Extended Attributes) user configurable additional fields on enquiries
- 1600 (Contract Access - Direct) contractor access using Confirm
- 1710 (Financial System Agent) allows interface with financial system (one way only)
- 2400 (Data Miner) - user configurable reports
- 2420 (Scheduled Reports) automatic generation and emailing of reports
- 3420 (Street Works Initiation) raising street works notices (to comply with TMA)
- 9010 (Other Profiles Read Only) read only access to options available in other profiles but not required directly in WSGM.

7.33 The Council requires the Contractor to provide, but not limited to, the following ICT systems:

- Mobile communication devices for all service teams;
- Time and date stamped digital cameras for all service crews;
- On-body camera pilot (two sets) in support of joint enforcement operations and programmes.
- PDAs with GPS and digital camera for all service managers and supervisors;
- GPS tracking for all service vehicles.

Monitoring of the Contract

7.34 The Council will monitor the Contractor's performance in respect of the Waste Collection, Recycling and Street Cleansing Service. For that purpose, the Authorised Officer's monitoring of the Services shall include, but not limited to:-

- a) routine and random inspections and checks of all work carried out;
- b) inspection of vehicles, plant and equipment;
- c) inspection of compliance with livery, uniform and Staff ID requirements;
- d) inspection of operations including health and safety;
- e) inspection of documented records, including daily worksheets, maintained by the Contractor;
- f) evaluation of any complaints received by the Council or the Contractor.

7.34 The Contractor shall undertake BVPI 199 inspections and other inspections as required by the Capital Standards regime through an independent sub-contracting arrangement. The Council would need to approve the arrangement and would agree the transects with the sub-contractor; but the Contractor would be required to pay the sub-contractor, who would undertake inspections in accordance with BVPI 199 and

report the results to the Authorised Officer and subsequently the Contractor (within two weeks).

- 7.35 The Contractor must supply all information reasonably required by the Authorised Officer in full and without undue delay. The Authorised Officer will agree the statistical information required from the Contractor prior to the Commencement Date.
- 7.36 Throughout the Contract Period the Contractor shall monitor the provision of the Services, to ensure the attainment of Service objectives and Contract standard and shall provide the Authorised Officer with the results of such monitoring at reasonable intervals as requested by the Authorised Officer.

Delivery of Leaflets, Newsletters and Other Printed Material

- 7.37 The Contractor shall be required to deliver Service update leaflets to householders (e.g. change in collection days, collection calendars, information about new Services, ad-hoc letters to specific properties) as instructed by the Authorised Officer. The Authorised Officer will design, print and supply the Service update leaflets and other printed material. The Contractor will be notified by the Authorised Officer when this delivery Service is required and the Contractor will be reimbursed in accordance with Daywork Rates.

Enforcement Support

- 7.38 The Contractor shall provide proactive enforcement support to the Council to encourage people to act responsibly and to tackle persistent environment problems at source in order to deliver a significant and sustained improvement to the cleanliness and appearance of the Borough's streetscene.
- 7.39 In year one of the Contract the Contractor shall invest £100,000 of the Tender Sum to undertake a marketing campaign to drive awareness of the cost and consequences of littering and to encourage socially responsible behaviour. The Contractor shall target public enforcement, business enforcement and recycling enforcement and undertake, but not limited to, the following activities:
- Designing and implementing a campaign comprising advertising, radio and press communications, community events and problem area clean-ups that tackles littering, graffiti, fly-tipping and dog-fouling.
 - Working with the Council to identify and capture evidence for those businesses that contravene the law and the Council's collection policies.

Democratic and Community Engagement

- 7.40 The duty of Best Value is one that is, above all, a duty owed to local people. Where reasonably required by the Authorised Officer the Contractor shall work collaboratively with the Council to promote the Services and engage positively with elected Members and local community organisations on the performance of the Services and their delivery. This shall include, but not be limited to, requests to:-
- undertaking regular quarterly public consultation and customer satisfaction surveys across all service areas and are linked to performance plans that are responsive to the needs of the local community;
 - attend Council Committee meetings;
 - attend the Council's Cleaner Greener Scrutiny Committee or any other similar / successor Committee to present and answer questions on their Annual Plan;
 - attend public meetings;
 - meet with residents and tenants associations;
 - meet with special interest and user groups plus local organisations e.g. the Chamber of Commerce; and
 - participate in campaigns and events to promote the Services with the aim of realising a cleaner, greener Borough.

Consumables

- 7.41 The Contractor shall provide all consumables to be used in the provision of the Services. Chemicals, chemical compounds or any toxic material or any other cleaning substance shall only be used by the Contractor in accordance with the manufacturer's recommendations and only with the prior approval of the Authorised Officer.

Water

- 7.42 Only clean water supplied from the Water Company main shall be used.

Hydrants

- 7.43 Use of hydrants for Services shall be carried out in accordance with a procedure to be agreed with the Authorised Officer prior to the Commencement Date. All hydrants used shall be turned off completely after use and the covering plate properly reseated only using tools appropriate for the purpose. The Contractor must comply with all required licensing arrangements and give copies of such licenses to the Authorised Officer on renewal.

Inclement Weather

- 7.44 If, in the opinion of the Authorised Officer, the weather on any particular day or part of a day is so inclement as to make work impractical, or if requested by the Contractor, the Authorised Officer may agree to suspend all or part of the normal Services detailed in this Specification for that day or part of a day.
- 7.45 Similarly if the Waste Disposal Authority or Delivery Point operator determines that the Delivery Points have to be temporarily closed on grounds of safety or other reason, the collection of Waste and Recyclables may be suspended by the Authorised Officer. Notice of the impending closure of Delivery Points is normally given by the Waste Disposal Authority.
- 7.46 Following suspended operations due to inclement weather the Contractor shall make Waste and Recyclables collections as soon as possible and within the same working week where practicable to all properties omitted from the collection rounds as a result of the suspended Services. No additional payment will be made to the Contractor in respect of any additional expenses the Contractor may incur in complying with this requirement.
- 7.47 With respect to street cleansing, the Authorised Officer will inform the Contractor of the requirement to carry out other work in writing, which may be via email. When a requirement to carry out other work out of normal working hours the Authorised Officer will inform The Contractor by telephone, which will be confirmed as soon as possible in writing. Following suspended street cleansing operations due to inclement weather, the Contractor shall redeploy staff to carry out other work. No additional expenses will be made to the contractor in redeploying staff to carry out this work without agreement in writing from the Authorised Officer. Such other work could include, but is not limited to, clearance of snow and ice or collection of storm debris or laying of grit.

Once the service is resumed after the Contractor has carried out other work, the Authorised Officer will confirm in writing if the requirement at 7.47 to cleanse the streets omitted from scheduled Days as a result of the suspended Services is to be followed or not. The Contractor will receive additional payment for any additional costs associated with carrying out the requirements for catch up detailed in 7.47 if other work had been duly authorised.

- 7.48 If the Authorised Officer shall not approve such request then the performance of the Services shall not be suspended. The Authorised Officer may at any time direct the Contractor to resume provision of the Services in full or in part and the Contractor shall as soon as reasonably practicable provide any Services which were not provided as a result of the suspension of the Service and such further Services as the Authorised Officer may require the Contractor to provide which become necessary as a result of the inclement weather. The Authorised Officer's decision will be final.

- 7.49 The Contractor shall resume the provision of the Services as soon as practicable after the receipt of the Authorised Officer's direction.

Quality Assurance

- 7.50 The Contractor shall be required to have in place or develop a Quality Assurance Programme in relation to the Services and shall achieved accreditation to BS EN ISO 9001:2000 or equivalent within twelve months of the Commencement Date.
- 7.51 At 12-monthly intervals after certification until the termination of the Contract the Contractor shall provide a copy of the Quality Assurance certification and forward plan to the Authorised Officer. The cost of the obtaining and providing copies of the certification and plan shall be borne by the Contractor.
- 7.52 From time to time after certification the Authorised Officer may carry out quality audits of the Contractor. The Authorised Officer may employ an organisation approved by the National Accreditation Council for Certification Bodies to carry out such audits and will inform the Contractor seven days prior to the start of any quality audit of the name of any such organisation. The Contractor shall make all necessary staff, facilities, records, and documents available to the approved organisation and no cost to the Council.

Environmental Requirements

- 7.53 The Council sees this Contract as an important vehicle for delivering its environmental priorities. The Contractor shall in providing the Services help give practical effect to these priorities; shall observe good environmental practice; and shall comply with any relevant statutes, code of practice, industry guidance, the Council's Environmental Policy and any amendments or modifications thereof, particularly with regard to:-
- a) Achieving continuous improvement in environmental performance;
 - b) Promoting the best practical environmental options for managing Waste;
 - c) Enhancing the appearance of the street scene;
 - d) Reducing traffic congestion;
 - e) Minimising noise pollution;
 - f) Minimising air pollution in particular through the use of driving techniques that reduce fuel use and in accordance with the requirements of the Mayor of London's Low Emission Zone within which the Borough is included;
 - g) Avoiding contamination of land and Waste;
 - h) Protecting street trees;
 - i) Complying with the provisions of the Council's policies on sustainable procurement.
 - j) Purchase, supply and use recycled content products and materials where available and where best value and environmental savings are demonstrated
- 7.54 The Contractor shall demonstrate an up-to-date working knowledge of best environmental management practice and shall advise the Council in relation to the improvement of environmental management in relation to any part of the Services.
- 7.55 The Contractor shall have an Environmental Policy in place and be willing to show evidence of how this policy is applied to their business and demonstrate objectives to continuously improve environmental performance in operations.

- 7.56 The Contractor shall be required to have in place or develop an environmental management system in relation to the Services and to be accredited to a recognised standard in environmental management (e.g. BS EN ISO 14001, EMAS, or equivalent) within twelve months of the Commencement Date.

Staffing

- 7.57 The Contractor shall at all times ensure that sufficient training, instruction and supervision are given to ensure that all staff in his employment are sufficiently qualified and competent to carry out their duties under the terms of the Contract and are aware of:-
- All current relevant Legislation pertaining to their duties under the Contract.
 - All applicable current Council policies, rules and procedures.
 - All relevant rules, procedures and statutory requirements concerning health and safety, first aid, fire risk and precautions.
 - The need to maintain the highest standards of hygiene, courtesy and consideration.
 - The need to recognise situations which may involve actual or potential danger of personal injury to any person at any location and where possible to report such situations to the Authorised Officer or in the event of an emergency to the member of the Council's staff with responsibility for that location.
- 7.58 The Contractor must ensure that when working on highways, his Staff are trained in the codes of practice or any Legislation affecting such working and that Staff, are doing so in a safe manner as regards the signing, lighting and guarding of the works.
- 7.59 The Contractor shall ensure that the Staff perform their duties in an orderly and polite manner and in as quiet a manner as may be reasonably practicable having regard to the nature of the duties upon which they are engaged. However, the Staff are required to remember that they represent the Council and should behave accordingly, particularly in relation to customer interface. The Services are the most visible that the Council provide and the Staff providing these Services will be ambassadors for the Council.
- 7.60 The Contractor shall at all times take all such precautions as are necessary to protect the health, safety and welfare of all persons employed by him and any other person and shall comply with the requirements of the Health and Safety at Work etc. Act 1974 (and any amendment or re-enactment thereof) and of any other Acts, Regulations or Orders pertaining to health, safety and welfare of employed persons, and members of the public at large.
- 7.61 The Contractor shall at all times be fully responsible for the employment and conditions of service of its own Staff including, without limitation, the payment of all income or other taxes, National Insurance contributions or levies of any kind, checking of visas that Staff are authorised to work in the UK, relating to or arising out of the employment of any person employed by the Contractor and shall fully and promptly indemnify the Council in respect of any loss or liability of the Council that may arise directly or indirectly in respect thereof.

- 7.62 At the expiry of the Contract Period or upon the determination of the Contract in accordance with the Conditions whichever shall first occur, the Council shall be entitled to offer employment to any person employed by the Contractor in the performance or supervision of the Services and in the event of such person accepting employment with the Council the Contractor shall forthwith release such person from all contracts of service without any payment being made to the Contractor by the Council.

Vehicles

- 7.63 The Contractor shall ensure that no vehicle containing any Waste or Recyclables is parked overnight anywhere at the Depot or on a street excluding Christmas Day. The Contractor shall take all reasonable steps to prevent the creation of smell and noise nuisance to residents living near the Depot.
- 7.64 The Contractor shall ensure that Vehicles are equipped with 'white noise' reversing alarms and that they are compliant with the requirements of the proposed London low emission zone (Transport for London and the Mayor of London). The Contractor shall also ensure that front-line vehicles (i.e. refuse freighters, major sweeping vehicles, supervisor's vans) are equipped with real-time tracking devices.
- 7.65 Vehicles disposing of Waste at the Disposal Point are required to display a round identifying plate (in a format to be agreed).
- 7.66 It shall be the Contractor's responsibility to obtain the required Operator Licence; and the documentation shall be made available for inspection on the request of the Authorised Officer. As the body responsible for employing the drivers (and other staff) necessary to perform all the Services under the terms of this Contract, the incoming Contractor shall be responsible for holding the appropriate Goods Vehicle Operator's Licence, together with all that entails, including but not limited to:
- Demonstrating that the company can show adequate experience, good financial standing and good character;
 - Ensuring that the person nominated to hold the "O" licence on the company's behalf holds the appropriate qualifications
 - Securing the necessary approval for all "Operating Centres" nominated for use in connection with the contract (e.g. any off- street locations where the Contractor proposes to keep relevant vehicles parked up overnight;
 - Demonstrating an adequate vehicle inspection, servicing and maintenance regime for all fleet items;
 - Demonstrating an adequate system of defect reporting for drivers;
 - Satisfying any other requirements that the Licensing Authority may have in connection with the proposed licence application.

Selling and Disposing of Recyclables and Waste

- 7.67 The selling or otherwise disposing of Waste or Recyclables other than in accordance with the Specification and the Contract is strictly prohibited.

Customer Care

- 7.68 The Contractor shall comply with the Council's Customer Care and Complaints Procedure which is set out in this Contract.

7.69 The Contractor shall not carry out the Services in such a way that adversely affects safe working practices, causes nuisance or damages property or any vehicles, or causes injury or reasonably avoidable inconvenience or annoyance to Customers.