

WASTE MANAGEMENT CONTRACT 2001 - 2008

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SECTION FOUR

SPECIFICATION OF WORKS

A. REFUSE COLLECTION

1. GENERAL SCOPE OF CONTRACT

1.1 Introduction

This Contract specification sets out the requirements of the Contractor in relation to the collection of household waste, commercial waste, clinical waste, garden waste and recycling services. The Council does not provide its residents with a free container for refuse. Containers for domestic waste therefore include dustbins, wheeled bins, bags, paper or plastic sacks, cardboard or wooden boxes or bundles which the householder clearly intends for disposal together with bulk bins which are used to service multi-storey flats or other similar places.

Details of the current service arrangements are given in Appendix F/1.

The waste collection service required by the Council consists of:-

- (i) One collection per week of household waste from all premises generating the same including any new properties and the disposal thereof to a waste disposal centre;
- (ii) The collection of commercial waste from premises which request the service and the disposal thereof to a waste disposal centre;
- (iii) The collection and disposal to a waste disposal centre of the contents from bulk bins containing household and commercial refuse including those in chambers serving multi-storey or other combinations or flats and houses, and commercial and public authority buildings;
- (iv) The collection of clinical waste on a twice weekly cycle from householders notified to the Council as requiring this service and the disposal thereof to a waste disposal centre;
- (v) The provision of a special collection service for bulky household items or in circumstances as required by the Supervising Officer and the disposal thereof to a waste disposal centre;
- (vi) One collection per week from the domestic element of trade premises. (Note all refuse presented for collection from the composite hereditament must be collected); and the disposal thereof to a waste disposal centre;

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Refuse Collection (Contd)

- (vii) One collection per week and the disposal thereof to a waste disposal centre of a service for the elderly or infirm exemptions;
- (viii) The provision of a weekend bulky waste facility to various sites on a rota basis using refuse freighters and the disposal of the waste collected thereof to a waste disposal centre.
- ix) One collection per fortnight of green waste (as specified elsewhere in the specification) and disposal thereof to a designated site.
- x) An alternate weekly collection of dry recyclables (as described elsewhere in the specification) and the transport thereof to a designated site.

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SPECIFICATION OF WORKS/REFUSE COLLECTION

2. GENERAL REQUIREMENTS

2.1 Definitions

In this specification the terms "Household Waste" and "Commercial Waste" shall have the meaning ascribed to them by the Environmental Protection Act (1990) and the Controlled Waste Regulations 1992 and any amendments or re-enactments thereof and any orders, bye-laws or regulations made thereunder and the time being in force and shall include any waste to be treated as "Household Waste" or "Commercial Waste" as the case may be by virtue thereof.

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3. GENERAL REQUIREMENTS

3.1 Statutory Requirements and Collection Duties

It is important that Tenderers fully understand the statutory duties of the Council because it will be incumbent upon the Contractor to carry out the services in accordance with those statutory requirements on behalf of the Council. Any penalties prescribed by law and any consequential costs resulting from the Contractor failing to carry out those statutory duties must be paid by the Contractor. Payments may be deducted from any monies due to the Contractor.

The Contractor will be expected to acquaint himself with the relevant provisions of the Environmental Protection Act (1990); The Controlled Waste Regulations 1992; Public Health Act, 1936; the Control of the Pollution Act, 1974; and the Health and Safety at Work Act, 1974 and all other acts and regulations that have relevance to this Contract.

Waste shall be collected weekly on a regular day of the week including all Bank Holidays (except at Christmas, when annual arrangements will be agreed in discussion with the Contractor (N.B. See Appendix F/1 for requirements for 2001)) from each property except in the case of some commercial waste, and bulk bin collections when a more frequent service may be necessary.

3.2 Contract Supervision

The Contractor shall arrange for a competent person, with good management and supervisory experience to be responsible for the overall operation and performance of the Contract within the Council's area. The person shall liaise with the Supervising Officer and his supervisory staff daily or as need arises for the efficient management of the services. The Contractor will inform the Supervising Officer of the name of this person and notify him when a change of personnel occurs. The Contractor shall arrange for a competent person to be in charge of the daily activities of his cleansing staff and vehicles. The Contractor's representative shall meet with the representations of the Supervising Officer regularly.

3.3 Changes in Extent of Work

The Supervising Officer may from time to time notify the Contractor of an addition or deduction to the number of properties to be serviced under the terms of the Contract. The adjustment of the annual cost to cover any such addition or omission shall be based on the schedule of costs in the Contract and be subject to the agreement of the parties to the Contract and in the event of failure to agree either party may refer the matter to arbitration in accordance with the Conditions of Contract. The Contractor shall not in any event make a claim for loss of profit.

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3.4 Reports to Committee

The person designated by the Contractor in accordance with the Conditions of Contract to be responsible for the overall performance of the Contractor shall, when called upon to do so, submit a full written report to the Supervising Officer for consideration by the Council's next available meeting, on the performance achieved by the Contractor, including consideration of any significant problems or difficulties that have arisen and the actions taken, or to be taken. At such times, and at any other time when considered necessary by the Council's Committees, the Contractor's representative shall attend the meeting when requested to do so to present his report and/or answer any questions.

3.5 Welfare of Employees

The Contractor shall comply with all relevant statutory legislation for the well being and welfare of his employees on the Contract. The Contractor is to provide such facilities for his employees which in the opinion of the Supervising Officer or his representatives are appropriate and adequate for complying with this legislation particularly the Health and Safety at Work Act 1974. This shall include adequate first aid, cleaning and washing and messing facilities.

3.6 Recycling Services

The Council with the assistance of other Contractors operates some 30 bring bank sites for the recycling of glass, newspapers, cans and textiles. Details of the sites are included in the appendices. It is expected that the sites will continued to operate following the introduction of the doorstep collection service outlined elsewhere in these documents.

The operation of these sites is not covered by this contract, although the Contractor is responsible for the cleanliness of the sites as set out in the street cleansing specification.

3.7 Complaints and Oversights

The Contractor will deal with any complaints that he receives in a prompt, courteous and efficient manner.

Unresolved complaints received by or referred to the Council will be investigated by the Supervising Officer, who in appropriate cases can invoke the default provision.

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Complaints and Oversights (Contd)

The Contractor shall keep a written record of all complaints received by him direct from any source and of the action taken by him in relation to that complaint. Such records shall be kept available for inspection by the Supervising Officer at all reasonable times.

The Supervising Officer will arrange to log all reports of complaints and oversights made to the Council whether by telephone, personal visits or otherwise. A written note will be made out of the complaint or oversight and this will be passed to the Contractor's representative in overall charge locally, who will return the note within one working day containing his comments and the action taken or to be taken. Where the Supervising Officer considers that further or alternative action is appropriate he shall inform the Contractor's representative who shall act accordingly.

3.8 Claims

Claims against the service for damage to private property, loss of bins, unauthorised and/or accidental removal of articles not intended by the householder for refuse collection form part of the normal incidents which the Contractor should prevent but nevertheless he should make suitable arrangements under the Contractor for insurance or otherwise to deal with those incidents which do arise and shall indemnify the Council accordingly.

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SPECIFICATION OF WORKS/REFUSE COLLECTION

4. CORE SERVICES

4.1 Domestic Refuse Service

Scope of Service

- a) The contractor will be required to provide a weekly collection of household waste from all domestic properties in the District and to deliver the waste to the specified disposal site detailed in Appendix A/5. Collections are to be carried out at or around the same time each week unless the route is disrupted by major road works or severe weather.
- b) The collection point for household waste will normally be the front or rear gate adjacent to the public highway as appropriate although statutory provision to formally require this has not hitherto been invoked. An assisted collection service is provided for householders who are infirm or disabled as specified in Clause 4.6 Bulk bins must be collected from and returned to their normal collection position. The Contractor shall include for these non-front gate collections in his price and no extras will be allowed.
- c) Subject to the specific clauses relating to special collections of bulky household items on recyclable and green waste, all household waste which is placed at the collection point in an appropriate container shall be removed by the Contractor.
- d) Subject to the provisions of subsequent clauses the removal of waste from households shall be unrestricted in quantity or number of receptacles. The waste may be in a number of acceptable containers including metal or plastic dustbins, wheeled bins, plastic or paper sacks, cardboard plastic or wooden boxes, bundles or in any other receptacles which the householder clearly intends for disposal. The Council does not provide a free container for refuse to householders but is considering making available a small quantity of 180 litre wheeled bins for customers to purchase. The Contractor must ensure that all vehicles are able to empty such containers. Spillage and loose refuse around the collection point must be removed but if occurring regularly will normally denote a bin deficiency or storage problem requiring customer liaison by the Contractor to remedy.
- e) Garden waste shall only be collected if placed in pre-purchased green sacks which are sold by the Council (except in relation to the green waste service detailed in Clause 4.9).
- f) The number of properties will be determined monthly using the Council Tax base figure supplied by the Council's Finance Department.

SPECIFICATION OF WORKS/REFUSE COLLECTION

Site Conditions

- g) The collection of all the waste from the collection point shall be carried out and the service maintained irrespective of the distance from the collection point to the point where the refuse can be loaded on to a vehicle, site conditions, handling problems, mode of storage, access problems, weather conditions or other constraints, normally at the regular collection times.

Note 1: The contractor will be expected to have visited the area and be aware of the various physical restraints which affect the service such as: one way streets, narrow rural lanes, etc.

4.2 Commercial Waste Collection Service

Scope of Service

- (a) A chargeable commercial waste collection and disposal service is to be provided by the Contractor at a price set by the Council to all persons requesting the service. All income from the service shall be retained by the Council;
- (b) For the purposes of the commercial waste collection service the Contractor shall provide suitably marked plastic sacks or any other containers such as bulk bins, etc. conforming to the requirements of the specification, sell or rent them to all persons wishing to use this service and provide a collection service for the sacks or bins and contents. Arrangements shall also be made by the Contractor for sacks to be sold at the various Council offices. The Contractor shall establish and maintain a list of all premises for which the service is provided. The Contractor shall, if requested by the Supervising Officer, provide a copy of such list to the Supervising Officer;
- (c) The Contractor shall collect the waste from bulk bins at frequencies agreed between him and the user of the service or, in default of agreement, at such frequencies as the Supervising Officer shall determine as being reasonably necessary.;
- (d) Nothing in this Contract shall prevent the Contractor from offering the same or similar Commercial Waste Collection Services outside of this Contract as are to be supplied with this Contract upon such terms and conditions as he in his discretion shall determine in the cognisance of the fact that other organisations are actively pursuing such business.
- (e) The maximum charge to a user for the provision of a commercial waste service in accordance with the Specification will be set as set out in the Item of the Bill of Quantities and shall be reviewed annually on the Review Date. The Contractor may if he wishes offer discounts to users to reduce this maximum charge.

SPECIFICATION OF WORKS/REFUSE COLLECTION

Collection of Charges (Contd)

- (f) The Contractor shall take all reasonable steps (including the institution of legal proceedings if necessary) to recover all such charges due.
- (g) All such charges received or collected by the Contractor shall be retained by him as remuneration.

4.3 Clinical Waste

Scope of Service

- a) The Contractor shall provide a twice weekly collection and disposal service of Clinical Waste as defined under the Controlled Waste Regulations 1992. The collection must be undertaken on Tuesday and Friday of each week (other than statutory bank holidays) and shall be provided to householders who are notified to the Council as requiring such a service.
- b) The collection must be undertaken as a wholly separate service using yellow sacks provided by the Contractor. Provision must be made by the Contractor for delivery of these sacks within his rates.
- c) The Council provide this service to householders free of charge. If the Contractor wishes to expand this service to include commercial premises then the Contractor will be responsible for all charges relating to the commercial aspect. This commercial service must in no way interfere with the free service to householders.
- d) The Contractor will be required to deliver the collected waste to a location nominated by the Waste Disposal Authority where disposal is undertaken by a Specialist Contractor.
- e) In operating the service Contractors must have due regard to the Health and Safety Executive document "The Safe Disposal of Clinical Waste" and the "Guidelines for the Segregation, Handling and Transport of Clinical Waste" issued by the London Waste Regulation Authority (October 1989). A current list of the premises both household and commercial requiring collection is shown in the appendices. Variations to the list will, so far as is reasonably practicable, be notified to the Contractor by the Supervising Officer.

4.4 Bulky Household Waste Service

Scope of Service

- a) This clause applies to waste which by virtue of Section 45 (3) of the Environmental Protection Act 1990 and the Controlled Waste Regulations 1992 is Household Waste of a type which the Council may make a charge for collecting with the exception of Clinical Waste.

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Bulky Household Waste Service (Contd)

- b) The Contractor will provide a comprehensive system for the collection of bulky household waste in accordance with the following service arrangements:
1. Collections are provided to householders on payment of the appropriate charge which is reviewed annually by the Council. Bookings for the service are taken directly by the Council both at the Council offices and by telephone and the Council shall retain the income.
 2. A wide range of bulky household items are accepted for collection although there are certain limitations on the service and the Contractor is not required to collect: brick rubble/concrete, asbestos or other hazardous materials, motorised vehicles, boats, tyres and topsoil or undertake house clearances.
 3. Each booking taken is for an unlimited number of items that can be collected within a 15 minute period, or within each subsequent 15 minute period.
- c) The contractor will be required to collect waste within the periods defined below:
- | | | |
|-----------------|---|---|
| Grade A service | : | Collected within 7 calendar days of booking |
| Grade B service | : | Collected within 28 calendar days of booking. |
- d) The Contractor shall be responsible for the transfer of the waste collected to the disposal site specified in Appendix A/5 but will be expected to demonstrate that any opportunity to reuse or recycle waste collected is taken. In addition, the Contractor will be required to ensure that specific collection and disposal arrangements are provided to deal with hazardous or special waste items such as refrigerators containing CFC's.

4.5 Composite Hereditaments

Scope of Service

- a) One collection per week is to be given free to every domestically occupied hereditament includes houses, flats, multi-storey premises and living accommodation being part of or attached to commercial premises if it is in full-time use as a domestic residence.
- b) The Contractor will ensure that all domestic residents within composite hereditaments are provided with a service in accordance with the general arrangements for domestic refuse collection as defined in Clause 4.1

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Composite Hereditaments (Contd)

- c) The Council maintains a register of composite hereditaments which is updated annually and will be made available to customers. The Council issues a stock of self-adhesive labels to all those registered on an annual basis and the Contractor shall only collect refuse which is suitably marked as domestic waste for collection.
- d) The Contractor shall advise the supervising officer of any instances where trade or commercial waste is put out for collection by residents labelled as domestic waste.

4.6 Assisted Collection Service

Scope of Service

- a) The Contractor will be required to provide an assisted collection of refuse for those disabled elderly/infirm residents who have registered with the Council. The Council maintains a list of residents which is updated annually.
- b) The Contractor will bring out the refuse from the rear of the dwelling or wherever the collection point is and return the empty containers to that point after collecting the waste.

4.7 Weekend Bulky Waste Service

Scope of Service

- a) The service operates each Saturday to provide a facility for residents to dispose of bulky items of household waste free of charge and services various sites within the District on a rota basis as detailed in Appendix F/6.
- b) The Contractor will be required to provide a refuse freighter and driver to fulfil the requirements of the rota to collect the waste and dispose of at the specified disposal site defined in Appendix A/5.
- c) The service is widely advertised by the Council and waste to be collected includes most general bulky waste items, including garden waste and builders rubble, but specifically excludes: Large items of concrete, Engines, boilers, engine oil or any waste containing liquids, iron or steel baths or tanks, fridges, freezers or toxic materials.
- d) The Contractor shall, where possible, ensure that only domestic waste is collected and that the restrictions outlined in (c) above are enforced.
- e) The placing of domestic waste within the freighter is the responsibility of the householder but the Contractor shall be expected to provide assistance on request and to ensure that the health and safety of the public is maintained.

SPECIFICATION OF WORKS/REFUSE COLLECTION

Composite Hereditaments (Contd)

- f) The Contractor will be required to maintain details of the number of householders using the service at each site serviced on the rota.

4.8 Dry Recyclable Collection Service

Scope of Service

- a) The Council has recently undertaken a Best Value Review of the refuse, recycling and street cleansing services which has considered in great detail the action which needs to be taken by the Council if it is to meet the performance standards for recycling which have been established by the government and the options available.
- b) The Council has therefore decided to introduce on a phased basis a doorstep service for dry recyclables over the first two years of the contract using a 'green box' system with containers provided by the Council.
- c) The Contractor will provide all necessary labour and vehicles to deliver a fortnightly collection service to all those properties included within the area served by the doorstep service. The service shall be provided on the same day as the collection of domestic waste in accordance with Clause 4.1.
- d) The materials which the Council is proposing to collect include are:
- Newspaper/Magazines
 - Glass (collected in 3 separate colours: clear, brown, green)
 - Cans (mixed aluminium and steel).
- e) The current proposals developed during the Best Value Review envisage the following phased introduction of the service:

April 2002	Introduction of pilot service to 9000 properties
July 2002	Extend to further 9000 properties
October 2002	Extend to further 9000 properties
January 2003	Extend to further 9000 properties
April 2003	Extend to further 9000 properties.

It is anticipated that a small percentage of properties within the District will not receive the service due to their remoteness, etc.

SPECIFICATION OF WORKS/REFUSE COLLECTION

Dry Recyclable Collection Service (Contd)

- f) The precise arrangements for the handling and disposal for processing of the recyclables will be developed in discussion with the successful Contractor, although the Council will require:
- (i) That Contractor shall provide adequate storage facilities within his depot to allow recyclables collected to be bulked up prior to onward transportation to the various recycling plants.
 - (ii) That any materials collected will remain the property of the Council and separate agreements have been negotiated with regard to each material with material processing companies.
 - (iii) That transportation of recyclable to the various recycling facilities will be undertaken by others (either by the recycling company or through the services of Kent County Council contractors).

Note 1: In developing these proposals the Council has given careful consideration to all the options available and the various collection systems operated by other authorities. The Council would however still welcome alternative proposals from prospective contractors should it be considered that this would offer a more effective means of achieving the government targets.

Note 2: The proposed implementation plan is subject to the availability of funding within the authority and the Council reserves the right to defer or lengthen the phased implementation of this service.

Note 3: The purchase and delivery of boxes will be arranged directly by the Council. The Contractor will be expected to provide assistance as required, including making available facilities for storing a small stock of receptacles for new customers. Payment for this will be on a day work basis.

4.9 Green Waste Collection Service

Scope of Service

- a) The Council has recently undertaken a Best Value Review of the refuse, recycling and street cleansing services which has considered in great detail the action which need to be taken by the Council if it is to meet the performance standards for recycling which have been established by the Government and the options available.
- b) The Council therefore proposes to introduce a trial green waste service in October 2003 which will service 1500 properties. The service will operate using wheeled bins provided by the Council, will collect both garden and kitchen waste, and will operate on alternate weeks with the existing domestic refuse collections. The contractor should take account of this adjustment to the services in his rates.

SPECIFICATION OF WORKS/REFUSE COLLECTION

Green Waste Collection Service (Contd)

- c) The Council has no firm plans for the disposal/composting of the material collected but it is expected that facilities will be made available by the waste disposal authority, Kent County Council. The Contractor should therefore allow in his rates for the delivery of the material collected to a disposal site to be identified by the supervising officer.

Note 1: At this stage the Council has no plan to extend the service beyond the area of the initial trial.

Note 2: In developing these proposals the Council has given careful consideration to all the options available and the various collection systems operated by other authorities. The Council would however still welcome alternative proposals from prospective contractors should it be considered that this would offer a more effective means of achieving the government targets.

Note 3: The Council currently offers for sale garden waste sacks to allow residents to dispose of their garden waste within the general domestic refuse service. It is expected that this service would continue.

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5. ADDITIONAL SERVICES

5.1 Special Events

- a) An additional refuse collection and disposal to tip service may be required to cater for requirements during and following special events in the area including fairs and carnivals and similar events. The Contractor may be required to clear and dispose of any refuse arising from such special events as directed by the Supervising Officer. Payment for this additional service will be made in accordance with the appropriate Daywork rates.

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6.1 Working Times

- (a) Normal daily collections should take place from Monday to Friday inclusive and should not commence prior to 7.00 a.m. nor continue after 6.00 p.m. in order to avoid nuisance and complaint;
- (b) The Contractor should note that the opening hours of the waste disposal centre could be a constraint on his operating hours and he must ascertain from the Waste Disposal Authority the hours when they are open. If the Contractor wishes to operate outside these hours then he should make arrangements with the Waste Disposal Authority and be responsible for any additional special charges made by that Authority in complying with the Contractor's request;
- (c) Refuse shall not be collected on Saturdays unless it is necessary to do so because of Bank Holidays and Christmas and New Year Holidays or special circumstances have occurred such as heavy snowfall, flooding, industrial dispute or other circumstances which prevented normal collection being undertaken. Collections may take place on Saturdays when these circumstances occur only with the express consent of the Supervising Officer which shall be confirmed in writing. Very exceptional circumstances will have to occur for the Supervising Officer to authorise a Sunday collection;
- (d) Occasionally special events will take place that may require that refuse collection times or days will be varied. That Contractor will be fully involved in discussions relating to these events in order to keep the disruption of the service to a minimum;
- (e) In planning the collections the Contractor shall avoid collecting household waste or bulky items from premises on strategic routes during the morning peak period 0800-0900 hours;
- (f) The Contractor shall as far as possible, ensure that those areas (Sandwich Bay, Deal Conservation Area, etc.) that contain a number of holiday homes or homes used mainly at the weekends are incorporated within a round to be collected on Mondays;
- (g) Seafront properties shall as far as is practicable, be incorporated in a round that will enable them to be collected from as close to 7.00 a.m. as possible.
- (h) The Contractor shall endeavour to plan routes so as to avoid collecting around schools at such times that may conflict with the arrival and departure of school children.

SPECIFICATION OF WORKS/REFUSE COLLECTION

6.2 Refuse Containers

a) Sacks

All plastic sacks that are to be provided by the Contractor under the terms of this Contract are to meet the following minimum specification:-

240 gauge, Natural Ro.10 gusseted totally degradable polythene sack with a minimum base dimension of 455mm, and 740mm for the sack top. The minimum sack length should be 940mm.

No advertising will be permitted on these sacks without the express written consent of the Supervising Officer. The colour of the sacks shall be subject to the approval of the Supervising Officer.

b) Bulk Bins

All Eurobins provided under the contract shall be a minimum of 1100 litre capacity and be constructed from fire resistant materials. The colour of the bins shall be subject to the approval of the Supervising officer who may require the bins to be marked with the Council's logo or other such identifying marks.

6.3 Waste Disposal

- a) Waste will be disposed of at the waste disposal centre defined in the appendices or at such other locations as may be directed by the Supervising Officer. If it is necessary for the Supervising Officer to direct the Contractor to dispose of the refuse at an alternative location outside the area for which the services are being provided and at a greater distance from the boundary of the area than any waste disposal centre defined in the appendices then the additional costs (if any) incurred by the Contractor will be reimbursed in accordance with the Conditions of Contract. Household waste will be accepted free of charge but for commercial waste the County Council levy a charge and the Contractor is to allow for his costs in meeting this charge.

6.4 Bank and Public Holidays

- (a) All Bank Holidays with the exception of Christmas and Boxing Day will be normal working days and normal collection will apply subject to the Waste Disposal Sites being available on that day;
- (b) Christmas Bank Holiday: The Contractor will be expected to make arrangements to ensure that collections are maintained during working weeks affected by Christmas Public Holidays. Subject to the Supervising Officer's agreement the normal working collection day can be varied in respect of such weeks, but the normal sequence of collection shall generally be followed. The agreed collection arrangements shall be finalised with the Supervising Officer at least three months in advance.

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6.5 Inclement Weather

If, in the opinion of the Supervising Officer, the weather on any particular day or part of day, is so inclement as to make work impracticable, then if requested by the Contractor, he will agree to suspend the normal refuse service for that day or part of a day. The Contractor will, however, be required to make collections as soon as possible and within the same working week where practicable to those properties omitted from the collection rounds as a result of the inclement weather. No additional payments will be made to the Contractor in respect of any additional expenses he may incur in complying with this requirement. In the event of such a situation arising the Contractor shall make his labour force available for activities such as snow clearance, etc. at no additional cost to the Council.

6.6 Programme of Work

A proposed programme of work shall be submitted with the Tender for the approval of the Supervising Officer, such approval not to be unreasonably withheld. The Contractor shall submit to the Supervising Officer for his approval, details of how he proposes to implement the specified services, giving details of the use of personnel and vehicles. Such details shall be submitted at least 28 days before the agreed commencement date of the Contract. Once the programme has been approved then no alteration is permitted without the Supervising Officer's approval in writing.

Where any changes take place to existing collection arrangements the Contractor will inform affected households of the new arrangements at least two weeks but not more than four weeks prior to the changes occurring. All notifications are to be carried out at the expense of the Contractor and the method and content is to be agreed by the Supervising Officer, such consent not to be unreasonably withheld.

6.7 Vehicles

All vehicles that are to be used for the performance of this Contract will be new or replaced within the first six months of the Contract. The Contractor shall indicate in the questionnaire attached to the Tender documents the number and type of vehicles he proposes to use to carry out this service.

Vehicles will be fuelled with Low Sulphur Diesel, LPG or CNG. The Council is actively supporting the use of alternatively fuelled vehicles and is keen to work in partnership with the Contractor to develop refuelling facilities as appropriate to assist in this aim.

The Contractor shall only use for this service vehicles, which are in the opinion of the Supervising Officer, suitable on the grounds of hygiene, capacity and roadworthiness. The Contractor shall see that standby vehicle or vehicles are available in the case of vehicles being withdrawn from service for maintenance or breakdowns, thereby ensuring that the required standard of service is consistently maintained.

SPECIFICATION OF WORKS/REFUSE COLLECTION

Vehicles (Contd)

Vehicles must be well maintained and kept in a clean condition in order to maintain the image of a high quality corporate service. No advertising will be permitted on vehicles carrying out this service without the Council's express consent. Details of the proposed colour scheme and design work for the vehicles shall be forwarded to the Supervising Officer for approval. Vehicles used for the purposes of this Contract shall carry a sign to indicate that they are being used for work for Dover District Council, the form of such sign to be approved by the Supervising Officer.

6.8 Equipment to be Carried in Vehicles

The Contractor shall ensure that the vehicles used to carry out the service shall at all times carry all necessary equipment and to undertake the duties as set out in this specification.

In addition, the following equipment shall be included:-

- (1) Fire extinguisher
- (2) First aid kit
- (3) P.P.E. (Personal Protective Equipment)

6.9 Overloading

The Contractor shall not permit any vehicle or item of plant to carry a weight above that prescribed for that vehicle or item of plant.

6.10 Traffic Safety and Pedestrian Safety

The Contractor will take all reasonable steps to ensure that any obstruction or inconvenience to traffic (and/or pedestrians) is minimised during the refuse collection operations.

6.11 Quality of Service

All collections are to be made in a tidy manner and any spilled rubbish whether arising on the public highway or on private property must be swept up and removed at the time of collection. Lids are also to be replaced on bins which must be returned to the original collection point. Missed collections, complaints, customer liaison, damaged bins or bin deficiencies, unsatisfactory storage arrangements and other similar occurrences necessitating remedial action by the crew or by supervision or management must be dealt with promptly and efficiently by the Contractor in such a manner as to promote customer satisfaction. Such incidents reported to the Contractor before noon shall be dealt with on the same day. Incidents reported to the Contractor after noon shall be dealt with by noon on the next day at the latest.

SPECIFICATION OF WORKS/REFUSE COLLECTION

6.12 Short Cut Methods

Methods of collection which impair safe working arrangements or give rise to nuisance or damage to private property or inconvenience to residents are unacceptable. The Contractor will discipline an employee caught undertaking any dangerous practice.

This clause is not intended to prohibit the use of handling aids or mechanisation or sensible group working systems but does declare as unsatisfactory workmanship, practices such as non-return of emptied bins or lids to the storage point, throwing bags and bins up or down basements, leap-frogging and missed collections, non-closure of gates and doors and other similar activities.

6.13 Totting

The practice of totting is strictly prohibited. All refuse removed from properties will be conveyed to a waste disposal centre as defined in the specification or in the case of material to be recycled, to the collection points to be advised. No right is given to the Contractor or to any driver or refuse collector to remove any item or material from refuse collected.

SECTION FOUR

SPECIFICATION OF WORKS/STREET CLEANSING

1. GENERAL SCOPE OF CONTRACT

1.1 Work Covered by Contract

The cleansing operations in this Contract aim to achieve or improve on the standards set out in the Code of Practice on Litter and Refuse, issued under Section 89 of the Environmental Protection Act 1990.

The Contract includes the cleansing of streets, roads, paths, alleyways, car parks, parks, cemeteries, closed churchyards and public areas including beaches promenades, parks and defined ponds and rivers; emptying and cleansing of litter bins and dog faeces bins to a standard defined in the Environmental Protection Act 1990: Code of Practice on Litter and Refuse or as detailed in this specification throughout the area of the Dover District Council. Additionally the Contractor is required to provide ad hoc services on a daywork basis as detailed with this specification.

The Contract Specification details the cleansing operations required which include:

- (i) The sweeping clean of streets and specified areas.
- (ii) The removal of litter, debris, detritus, mud, loose chippings, animal carcasses, animal fouling, accident debris, oil and other deposits.
- (iii) The emptying and cleaning of gullies to all locations other than streets, pedestrian areas and adopted footpaths.
- (iv) The washing and cleansing of pedestrian areas.
- (v) The emptying and cleansing of all litter bins, including the supply and replacement of disposable liners where applicable.
- (vi) The emptying and cleansing of all dog faeces bins including the supply and replacement of disposable liners where applicable.
- (vii) The control and removal of unwanted vegetation from all streets, pedestrian areas and adopted footpaths.
- (viii) The removal of leaf and blossom fall.
- (ix) The emergency cleansing of roads following spillages or an accident, including removal of debris, animal carcasses and the provision and the spreading of sand and/or Drispil.
- (x) The removal of deposits arising from fly-tipping.
- (xi) The disposal of all street sweeping, gully detritus and litter to an authorised disposal site for which the Contractor shall pay all the appropriate charge or charges.

SPECIFICATION OF WORKS/STREET CLEANSING

Definition of Cleanse Etc (Contd)

- (xii) The removal of litter, debris and other deposits from public parks, flower beds, grass verges and water features.
- (xiii) The removal of litter, debris and other deposits from promenades, foreshores, beaches and specified areas.
- (xiv) The removal of fly posting and graffiti. and any associated residue.
- (xv) The removal of oil, hazardous substances or any other pollution from all beaches and foreshores by whatever method or at any location instructed by the Supervising Officer.

SECTION FOUR

SPECIFICATION OF WORKS/STREET CLEANSING

2. DEFINITIONS OF TERMS

2.1 Definitions of Cleanse

- (a) In this Specification the terms "public highways" shall include:-
- (i) Street, road or pedestrian area including the carriageway, the adjoining footways, roundabouts, service roads, cycle tracks, drainage channels, the adjoining verges, central reservations, paved areas and bus shelters.
 - (ii) Separate footpaths, alleyways, cycleways and adjoining verges and drainage channels where provided.
- (b) In this Specification the terms "clean", "cleaning", "cleanse" or "cleansing" shall where the context so admits include:-
- (i) The removal and disposal of litter, debris, details, mud, loose chippings, animal carcasses, animal fouling, accident debris, oil and other deposits;
 - (ii) The removal and disposal of leaf and blossom fall;
 - (iii) The removal and disposal of deposits arising from flytipping.

SECTION FOUR

SPECIFICATION OF WORKS/STREET CLEANSING

3. GENERAL REQUIREMENTS AND DUTIES

3.1 Statutory Requirements

It is important that Tenderers fully understand the statutory duties of the Council because it will be incumbent upon the Contractor to carry out the services in accordance with those statutory requirements on behalf of the Council. Any penalties prescribed by law and any consequential costs resulting from the Contractor failing to carry out those statutory duties must be paid by the Contractor. Payments may be deducted from any monies due to the Contractor.

The Contractor will be expected to acquaint himself with the relevant provisions of the Environmental Protection Act (1990); The Controlled Waste Regulations 1992; Public Health Act, 1936; the Control of the Pollution Act, 1974; and the Health and Safety at Work Act, 1974 and all other acts and regulations that have relevance to this Contract.

3.2 Contract Supervision

The Contractor shall arrange for a competent person, with good management and supervisory experience to be responsible for the overall operation and performance of the Contract within the Council's area. The person shall liaise with the Supervising Officer and his supervisory staff daily or as need arises for the efficient management of the service. The Contractor will inform the Supervising Officer of the name of this person and notify him when a change of personnel occurs. The Contractor shall arrange for a competent person to be in charge of the daily activities of his cleansing staff and vehicles.

The Contractor shall state in the questionnaire attached to the tender documents in the space provided, details of the number and type of staff he proposes to engage for the efficient management of the Contract. The staff shall be qualified to a standard acceptable to the Supervising Officer for carrying out this work.

3.3 Changes in Extent of Work

The Supervising Officer may from time to time notify the Contractor of an addition or deduction to the areas serviced under the terms of the Contract. The adjustment of the annual cost to cover any such addition or omission shall be based on the schedule of costs in the Contract and be subject to the agreement of the parties to the Contract and in the event of failure to agree either party may refer the matter to arbitration in accordance with the Conditions of Contract. The Contractor shall not in any event make a claim for loss of profit.

SPECIFICATION OF WORKS/STREET CLEANSING

3.4 Reporting of Performance Failures

The Supervising Officer will arrange to log all reports of complaints and oversights made to the Council whether by telephone, personal visits or otherwise. A record will be made out of the complaint or oversight either by the Council's computer monitoring software or by written note, and this will be passed to the Contractor's representative in overall charge locally, who will return the record within one working day containing his comments and the action taken or to be taken. Where the Supervising Officer considers that further or alternative action is appropriate he shall inform the Contractor's representative who shall act accordingly.

3.5 Reporting Damage, Repairs and Vandalism

The Contractor shall notify the Supervising Officer by 1600 hours each day, Monday to Friday of all incidents of damage and vandalism. These reports shall cover damaged street furniture, litter bins and shelters. The Supervising Officer will take appropriate steps to initiate the carrying out of all repairs and replacements which in his opinion are necessary and can be carried out with funds budgeted for this purpose. He will inform the Contractor of the steps he has taken to ensure that repairs and replacements are carried out.

3.6 Reports to Committees

The person designated by the Contractor in accordance with the Conditions of Contract to be responsible for the overall performance of the Contract shall, when called upon to do so, submit a full written report to the Supervising Officer for consideration by the Council's next available Technical Services Committee, or other appropriate Committee, on the performance achieved by the Contractor, including consideration of any significant problems or difficulties that have arisen and the actions taken, or to be taken. At such times, and at any other time when considered necessary by the Council's Committees, the Contractor's representative shall attend the Committee meeting when requested to do so to present his report and/or answer any questions.

3.7 Welfare for Employees

The Contractor shall comply with all relevant statutory legislation for the well being and welfare of his employees on the Contract. The Contractor is to provide such facilities for his employees which in the opinion of the Supervising Officer or his representatives are appropriate and adequate for complying with this legislation particularly the Health and Safety at Work Act 1974. This shall include adequate first aid, cleaning and washing and messing facilities.

SECTION FOUR

SPECIFICATION OF WORKS/STREET CLEANSING

4. CORE SERVICES

4.1 Introduction

The Contractor is required to undertake various operations as a core contract service, in accordance with the specification including:

- (a) Sweeping, scavenging and cleaning to the standards of cleanliness detailed in 4.2 the following areas:-
- (i) Public highways (including carriageways and channels) (Appendix 5.1)
 - (ii) Footways (including those isolated from adjacent carriageways by a grass verge) (Appendix G)
 - (iii) Footpaths (Appendix G)
 - (iv) Alleys (Appendix G)
 - (v) Lay-byes (Appendix G)
 - (vi) Parking areas (Appendix G)
 - (vii) Forecourts (Appendix G)
 - (viii) Precincts (Appendix G)
 - (ix) Car parks (Appendix G)
 - (x) Bus shelters (Appendix G)
 - (xi) Underpasses on A2 (1 No.) and A20 (3 No.)
 - (xii) Hard surfaces in parks, promenades, cemeteries, recreation areas, housing estates and other public open spaces
 - (xiii) Grass verges to public highway (Appendix G)
 - (xiv) Tree and shrub planters, flower beds
 - (xv) Amenity beaches and foreshores
 - (xvi) River Dour and ponds
 - (xvii) Footpaths leading to public conveniences
 - xviii) Multi-storey car park
 - (xviii) Grassed areas in parks, cemeteries, recreation areas, housing estates, and other public open spaces.
- (b) Emptying and cleansing of litter bins and dog faeces bins (Appendix G).
- (c) Weed spraying of public highways as detailed in the specification.

4.2 Contract Standards

For the purposes of this Contract, the levels of cleanliness required to be achieved by the Contractor are generally in accordance with those in the Environmental Protection Act 1990: Code of Practice on Litter and Refuse, and any subsequent relevant legislation.

Grade A - No litter or refuse.

Grade B - Area predominantly free from litter or refuse apart from small items such as cigarette ends, ring pulls etc.

SPECIFICATION OF WORKS/STREET CLEANSING

Levels of Cleanliness (Contd)

- Grade C - Widespread distribution of small items as Grade B and larger items including beverage containers, fast food packs, animal faeces etc.
- Grade D - Area heavily littered with small and large items with accumulations along boundaries.

Examples of areas littered to the above four levels are given in Environmental Protection Act 1990: Code of Practice on Litter and Refuse.

Standards of Cleanliness

The public highways within the Dover District Council area have been divided into various zones (as detailed in Appendix G) which are to be cleansed in accordance with the following standards of cleanliness.

- Zone 1 - Town Centres Grade A level of cleaning must be achieved and maintained. If this falls to Grade B it shall be restored to Grade A within six hours. If it falls to Grade C it shall be restored to Grade A within one hour and Grade D should be restored to Grade A immediately.
- Zone 2 - High Density Residential Grade A level of cleaning must be achieved and maintained. If this falls to Grade B it shall be restored to Grade A within twelve hours. Grade C shall be restored to Grade A within six hours and Grade D within three hours.
- Zone 3 - Low Density Residential Grade A level of cleaning must be achieved and Residential maintained. If this falls to Grade C it shall be restored to Grade A within twelve hours and if it falls to Grade D it shall be restored to Grade A within six hours.
- Zone 4 - All other Residential Areas including Strategic Routes Grade A level of cleaning must be achieved and maintained. If this falls to Grade C it shall be restored to Grade A within one week and if it falls to Grade D it shall be restored to Grade A within 60 hours.

On strategic routes, Grade A should be achieved and maintained after cleaning of paved areas, and Grade B should be achieved and maintained after cleaning of verges. If the standard falls to Grade C, the area should be restored to Grade A (paved areas) or Grade B (verges) within four weeks. If the standard falls to Grade D, the area should be restored to Grade A (paved areas) or Grade B (verges) within one week of notification.

SPECIFICATION OF WORKS/STREET CLEANSING

Levels of Cleanliness (Contd.)

In the case of central reservations these time limits shall not apply, but the Contractor will be expected to restore them to Grade A and Grade B respectively when other work is carried out either on the central reservation itself or in a part of the carriageway immediately adjacent.

Zone 5 - Amenity beaches

All litter, refuse and other debris must be removed from the area above and along the high tide line daily at a suitable time during a falling tide between Good Friday and September 30th. This applies to items or materials originating from discharges directly to the Marine Environment as well as items discarded by beach users. The cleanliness standard and response time for amenity beaches will be the same as those specified for Zone 3.

Zone 6 - Motorways and Strategic Routes

Included in Zone 4 above.

Zone 7 - Local Roads

For local roads not falling within Zones 1 to 4, and on associated lay-bys, Grade A should be achieved and maintained after cleaning of paved areas and Grade B after cleaning of verges. If the standard falls to Grade C, the area should be restored to Grade A (paved areas) or Grade B (verges) within two weeks. If the standard falls to Grade D, the area should be restored to Grade A (paved areas) or B (verges) within five days.

4.3 Public Highway Cleansing

The Contractor shall include in his annual sums for this item the following work:-

- (a) The cleansing of the public highway (as defined in 2.1 and 4.2).
- (b) The removal of all collected material to an authorised disposal site.

4.4 Cycle Track Cleansing

The Contractor shall include in his annual sums for this item the following work:-

- (a) The cleansing of the public highway (as defined in 2.1 and 4.2).
- (b) The removal of all collected material to an authorised disposal site.

SPECIFICATION OF WORKS/STREET CLEANSING

4.5 Pedestrian Area Cleansing

The Contractor shall include in his annum sums for this item the following work:-

- (a) The cleansing of the pedestrian area (as defined in 2.1 and 4.2).
- (b) The removal of all collected material to an authorised disposal site.

4.6 Adopted Footpaths and Bridleways

The Contractor shall include in his annual sums for this item the following work:-

- (a) The cleansing of the footpath (as defined in 2.1 and 4.2).
- (b) The removal of all collected material to an authorised disposal site.

4.7 Car Parks (Appendix G/4)

The Contractor shall include in his annual sums for this item the following work:-

- (a) The cleansing of the car park (as defined in 2.1 and 4.2).
- (b) The keeping free of hard surfaces from weeds, grass, moss and other growths at all times.
- (c) The cleaning and flushing of all gullies once per year.
- (d) The removal of all collected material to an authorised disposal site.

Note 1: The Contractor should note that Appendix G only contain the major car parks. Parking areas exist in housing estates and on land adjacent to car parks. These car parks should be cleansed according to the zone in which they are situated.

4.8 Amenity Beaches

(a) Designation of Beaches

The following beaches are designated for the purpose of the Environmental Protection Bill 1990, and are to be cleansed in accordance with the standards set in Clause 4.2.

(i) Deal

From the Downs Sailing Club northward as far as Sandown Castle.

(ii) Kingsdown

From the northern limit of the Ministry of Defence Land to the northern limit of the existing coast protection works.

SPECIFICATION OF WORKS/STREET CLEANSING

Amenity Beaches (Contd)

iii) Walmer. All of the beach and in addition, the of foreshore east of public footpath No. ED 26 between Kingsdown and Deal. The area to the west of that footpath to be cleansed throughout the year to the standards of applying to the zoning of the adjacent highway.

(iii) St Margarets Bay. All of the beach.

Note 1: Foreshore areas are those areas on and between average mean high water mark and the cliff face and include the beach, sea walls or promenades and all access-ways and steps to the cliff top, or nearest public footpath or highway.

Note 2: Where the average mean high water mark is the face of the cliff, sea wall or promenade, then litter must be removed from the base of the cliff, seawall or promenade.

Note 3: The removal of seaweed does not form part of the Service but the Contractor must remove all litter and manmade items from seaweed deposits at high water mark.

(b) Beach Cleansing

The Contractor shall include in his annual sums for this item the work set out in (b) and (c):-

(i) To undertake by mechanical or other means the cleansing of beaches (as defined in 2.1 and 4.2) listed above to remove litter, debris, detritus, animal carcasses, animal fouling and other deposits.

(ii) The removal of all collected material to an authorised disposal site.

(iii) The removal of oil, hazardous substances or any other pollution from amenity beaches and foreshores by whatever method approved by the Supervising Officer.

Note 1: Beach cleansing can apply to any beach as directed by the supervising officer. work to beaches other than amenity beaches will be paid for by utilising rates contained within the bill of quantities.

SPECIFICATION OF WORKS/STREET CLEANSING

4.8 Bus, Park and Seafront Shelters

The Contractor shall include in his annual sums for this item the following work:-

- (a) Sweeping, scavenging and removal of dog fouling from all shelters including those owned by agencies such as JC Decaux.
- (b) Cleaning the glazing of all shelters (Appendix G) owned by the Council on a fortnightly cycle.
- (c) Cleansing of the inside of all Council owned shelters monthly.

Note 1: For the purpose of sweeping and scavenging the standards required will be those that apply to the particular zone in which the shelter is located.

Note 2: The removal of graffiti and flyposting from all shelters is allowed for elsewhere in the Contract.

4.9 Parks, Cemeteries and Open Spaces Cleansing

The Contractor shall include in his annual sums for this item the following work:-

- (a) The cleaning of all areas (as defined in 2.1 and 4.2).
- (b) The removal of all collected material to an authorised disposal site.

Note 1: The Contractor should note that other Contractors are employed by the Council in the above areas and the Contractors will be carrying out litter picking prior to certain operations such as grass cutting or work on shrub or rose beds.

Note 2: Parks, cemeteries and open spaces included within this contract include all amenity grass areas, horticultural features, walkways, shelters, open sports area etc, as listed in Appendix G/6.

Note 3: The park, cemetery or open space will have the same zoning category as the area in which they are situated, except for Elms Vale Recreation Ground, Dover and Walmer Green, Deal which are both to be Zone 3 areas.

Note 4: Any relevant grounds lying outside town or village boundaries or within villages without speed restrictions are to be classified as Zone 4.

Note 5: Relevant areas within villages with speed limits are to be categorised as Zone 3.

SPECIFICATION OF WORKS/STREET CLEANSING

4.10 Watercourses

The Contractor shall include in his annual sums for the cleaning of all areas (as defined in 2.1 and 4.2) and the removal of all collected material to an authorised disposal site.

(a) River Dour, Dover

All sections of the River Dour from Bushy Ruff to Wellington Dock including all relevant ponds and lakes are to be treated as one category of zone and are to be maintained to the standards of cleanliness and times for restoring to a clean condition be as set out below:-

- | | |
|-----------|---|
| Grade A - | No litter or refuse |
| Grade B - | Predominantly free of litter except for light littering of small items |
| Grade C - | Accumulations of litter or larger items, e.g. supermarket trolleys, car wheels, etc. |
| Grade D - | Significant accumulations of litter, bags of refuse and <u>any</u> debris on the screens at entrances to culverts, etc. |

- | | |
|-----------|--|
| Grade B - | should be restored to Grade A within 3 days |
| Grade C - | should be restored to Grade A within 2 days |
| Grade D - | should be restored to Grade A within 3 hours |

(b) Delf Stream, The Butts, The Ropewalk, Sandwich

Areas of the River Stour within the Council's parks and open spaces, e.g. The Butts, Delf Stream and the Ropewalk shall also be cleansed to the above standards.

4.11 Enclosed Recreation and Sports Areas

The Contractor shall include in his annual sums for this item the following work:-

- (a) The cleansing of the area (as defined in 2.1 and 4.2).
- (b) The removal of all collected material to an authorised disposal site.

4.12 Cemeteries, Churchyards

The Contractor shall include in his annual sums for this item the following work:-

- (a) The cleansing of the cemetery/churchyard (as defined in 2.1 and 4.2) to those sites listed in Appendix G/5.

SPECIFICATION OF WORKS/STREET CLEANSING

Cemeteries, Churchyards (Contd)

- (b) The removal of all collected material to an authorised disposal site.

Note 1: Cleansing operations to include for the removal of litter, debris, detritus, animal carcasses, animal excreta, accident debris, oil and other deposits but excluding any floral tributes placed on graves.

4.13 Recycling Site Cleansing

The Contractor shall include in his annual sums for this item the following work:-

- (a) The cleansing of the area around each of the Council's recycling sites. (Appendix H).
- (b) The removal of all collected material to an authorised disposal site.

Note 1: The operation of recycling sites does not form part of this contract but the Contractor is required to remove from the area, all litter, debris, broken glass and other deposits.

4.14 Housing Areas Cleansing

The Contractor shall include in his annual sums for the following work:-

- (a) The cleansing of all areas (as defined in 2.1 and 4.2).
- (b) The removal of all collected material to an authorised disposal site.

Note 1: The areas to be cleansed include open amenity grass areas, footpaths, alleyways, drying areas, car parking areas, garage forecourt areas, open plan front/rear gardens, horticultural features etc., (Appendix *).

4.15 Litter Bins

The Contractor shall include in his annual sums for the following work:-

- (a) The emptying of each bin and disposal of contents to an authorised disposal site as required by the following in relation to the recommendations within the Environmental Protection Act 1990.

SPECIFICATION OF WORKS/STREET CLEANSING

Litter Bins (Contd)

- Category A - Empty litter bin
- B - Any litter
- D - 3/4 or more full

If a bin reaches Grade D it must be returned to Grade A within 1 hour.

If a bin reaches Grade B it must be returned to Grade A within 7 days.

These standards apply to all bins for which the Council is responsible including those in parks and cemeteries.

- (b) The supply and installation of disposable liners to each bin designed to receive disposable liners on each visit.
- (c) The washing and disinfecting with material supplied by Contractor twice a year during spring and autumn of all bins having fixed or detachable liners.
- (d) The removal of any litter surrounding the bin after the bin has been emptied.
- (e) The preparation of a list of damaged or defective bins in a form approved by the Supervising Officer and submission to the Supervising Officer once per week throughout the year.

Note 1: Litter Bin locations are detailed in Appendix G/8. Some bins are contained in lockable containers. The keys to the containers will be handed to Contractor on commencement of the service by the Supervising Officer. The Contractor shall include in his price for litter bins the unlocking and locking of containers on each visit and the maintenance of the lock, hinges and door to the container.

Note 2: The Council may install additional bins or remove existing bins at various locations and Contractor will be required to carry out the above operations to additional bins. Payment for work to additional bins will be at the rate stated in the Bill of Quantities.

4.16 Dog Faeces Bins

The Contractor shall include in his annual sums for the following work:-

- (a) The emptying of each bin and disposal of contents to an authorised disposal site 3 times per week.
- (b) The supply and installation of disposable liners to each bin on each visit.

SPECIFICATION OF WORKS/STREET CLEANSING

Dog Faeces Bins (Contd)

- (c) The washing and disinfecting of the inside and outside of each bin with material supplied by Contractor once per month throughout the year. The disinfectant used should be of a type that will not harm any surrounding grass areas or other vegetation.
- (d) The preparation of a list of damaged or defective bins in a form approved by the Supervising Officer and submission to the Supervising Officer once per week throughout the year.

Note 1: Dog Faeces Bin locations are detailed in Appendix G/8. The Council may decide to install additional bins at any location throughout Dover District Council and the Contractor will be required to carry out the above operations to these additional bins. Payment for work to additional bins will be at the rate stated in the Bill of Quantities.

4.17 Weeds and Grass

The Contractor shall include in his annual sums for the following work:-

- (a) The clearance on an annual basis of weeds and unwanted grass from all hard surfaces within public highways and car parks. The Contractor shall be required to carry out any weed picking necessary and no additional payment shall be made in respect of this work.
- (b) The removal of all collected material to an authorised disposal site.

Note 1: If the Contractor decides to use chemical treatment then the chemicals and form of treatment shall be subject to the approval of the Supervising Officer.

Note 2: The Contractor will be required to provide a method statement on intended weedspraying procedures annually before the end of February.

Note 3: The method statement will include a programme showing intended routing and allow for all work to be completed by the end of May. All weeds evident between the end of June and the end of October will be treated as litter and response times will be applied accordingly as appropriate to each zone.

4.18 Gullies

The Contractor is required to ensure that all gulley gratings on public highways are not blocked with refuse, fallen leaves and blossoms, or any other matter as part of his normal cleansing duties.

SPECIFICATION OF WORKS/STREET CLEANSING

Gullies (Contd)

Note 1: The cleaning, flushing out etc. of gullies on a public highway is not included as part of this Contract, although the Contractor is required to arrange for the cleaning of gulleys within car parks on an annual basis (Clause 4.7).

4.19 Leaf and Blossom Fall

The Contractor shall include within his annual sums for the collection and disposal of leaf and blossom fall. No additional payment will be made for this seasonal work.

Fallen leaves and blossom shall be classified as litter as follows:-

Zones 1 and 2

Fallen leaves and blossom shall be treated as litter for the purposes of assessing the grade of littering of all areas categorised as Zone 1 or Zone 2. This is to include both highways and open spaces with the exception of amenity grassed areas.

All other Zones

In all Zones except 1 and 2 fallen leaves and blossom shall be excluded for the purposes of assessing the grade of littering but cleared from all paved surfaces at periods not exceeding 7 days.

At times of peak leaf and blossom fall the standards of cleanliness for Zone 3, 4, 6 and 7 areas only will be assessed by the Supervising Officer on the basis that leaf and blossom fall are discounted for ascertaining the grade of cleanliness achieved.

The Contractor will, however, be required to clear leaf and blossom fall from the vicinity of road gullies etc. and from any location necessary to ensure safe passage to pedestrians on the basis that Zone 3, 4, 6 and 7 requirements still apply and to remove all leaf and blossom fall from Zone 3, 4, 6 and 7 areas once per week.

4.20 Traffic Islands

Drainage channels to roundabouts, traffic islands and the approaches to traffic islands shall be cleansed to the levels and standards of cleanliness required for the highest relevant zone.

4.21 Illegally Dumped Rubbish (Fly Tipping)

The Contractor shall include within his annual sums for the following works:-

- (a) All illegally dumped rubbish occurring within Zones 1, 2 and 3 shall be removed, as part of this Contract, at no additional charge.

SPECIFICATION OF WORKS/STREET CLEANSING

Illegally Dumped Rubbish (Fly Tipping) (Contd)

- (b) In other Zones dumped rubbish comprising items in excess of 0.1m³ in volume shall be removed at rates set out in the Bill of Quantities, within 24 hours of receiving an instruction from the Supervising Officer. Dumped rubbish below this size shall be defined as litter and removed in accordance with the specification, at no additional charge to the employer.

Note 1: Details of known problem areas for illegally dumped rubbish are given in Appendix G. This information is given without prejudice as it remains the Contractors responsibility to collect all illegally dumped rubbish from all areas as part of his normal cleansing duties.

4.22 Street and Pedestrian Area Washing

The Contractor shall include in his annual sums for the following works:-

- (a) The Contractor will be required to wash pedestrian areas as defined in Appendix G and underpasses twice per week (Tuesday and Friday) between 1 April and 30 September and once a week (Friday) for the rest of the year. Brushing may be carried out by hand or mechanical means or a combination of both.
- (b) The removal of all collected material to an authorised disposal site must be included in the Contractor's rates.

Note 1: The work may have to be carried out during a specific time period e.g. early morning and the Contractor will be expected to have allowed for this.

Note 2 The ceilings, walls and steps of all underpasses are required to be washed at the required frequency.

4.23 Emergency Service

The Contractor will be required to provide an emergency service, twenty four hours a day, seven days a week to quickly and effectively deal with emergencies resulting from road traffic accidents, accidental spillages, removal of dead animals and any other emergency that may arise. The service must be available to respond to the emergency within 30 minutes of notification.

Payment for emergency services provided will be in accordance with the rates set out in the Bill of Quantities.

SECTION FOUR

SPECIFICATION OF WORKS/STREET CLEANSING

5. ADDITIONAL SERVICES

5.1 Special Services to be provided when directed by Supervising Officer

- (i) Sweeping of streets etc. after special events e.g. carnivals, fetes, fairs etc. (some regular events should be allowed for within the rates, see Schedule A Appendix F/5).
- (ii) Removal of accumulations of litter and dumped rubbish.
- (iii) Dealing with the after effects of snow and ice, i.e. loose grit disturbed or frost damaged surfacing etc.
- (iv) Additional sweeping after surface dressing of carriageways.
- (v) The provision of an emergency service on a 24 hours a day, seven days a week basis to deal with:-
 - (a) The removal of storm driven shingle and debris from streets, promenades and maintenance gangways.
 - (b) Measures to deal with the after effects of flooding, storms, accidental spillages and traffic incidents etc.
 - (c) The removal of dead animals from the public highway.
 - (d) Accident damage on the highway.
- (vi) The removal of oil, hazardous substances or any other pollution from all beaches and foreshores by whatever method approved by the Supervising Officer.

5.2 Regular and Special Events

The Contractor will include for within his rates an allowance to cleanse streets and other areas affected by regular events (as defined in Schedule A - Appendix F/5).

Additional special events are to be priced separately within the Bill of Quantities on the basis of:-

On street cleaning per kilometre (min 0.5km)

Off street cleaning per occasion, up to 0.5 hectare

5.3 Graffiti Removal

- (a) The Contractor is required to remove all graffiti and payment for this work will be made at an hourly rate, as contained within the Bill of Quantities.
- (b) Graffiti shall be removed from the exterior of all public buildings, bus shelters other than adshelters, shelters in open areas such as parks, promenades, seats, street furniture, foreshores etc., street name plates and direction and information signs in any open area, walls and fences in any open area, the exterior of public conveniences, the interior and exterior of multi-storey car parks and generally any surface not part of a private residence or business.

SPECIFICATION OF WORKS/STREET CLEANSING

Graffiti Removal (Contd)

- (c) Graffiti shall generally be removed within 24 hours of notification unless the graffiti is considered offensive in which case it shall be removed within 4 hours of notification.

5.4 Flyposting

The Contractor is required to remove all unauthorised advertisements (flyposters) as instructed by the Supervising Officer. Payment for this work will be made at an hourly rate, as contained within the Bill of Quantities.

5.5 Multi-Storey Car Park

The Contractor shall be required to undertake the following work on occasions as directed by the Supervising Officer to achieve Zone 2 standards:-

Payment for this shall be in accordance with the provisional sum included in the Bill of Quantities.

- (a) The cleansing of the Multi-Storey Car Park (as defined in 2.1 and 4.2).
- (b) Removal of all fouling.
- (c) Cleaning of all glazing.
- (d) Washing of the stairwells with a suitable disinfectant.
- (e) The removal of all collected material to an authorised disposal site.

SECTION FOUR

SPECIFICATION OF WORKS/STREET CLEANSING

6. OPERATION OF CONTRACT SERVICES

6.1 Programming of Contract

The Contractor shall submit to the Supervising Officer for his approval, details of how he proposes to implement the specified services, giving details of the use of personnel and vehicles. Such details shall be in the hands of the Supervising Officer at least 28 days before the agreed commencement date of the Contract.

A programme of work in writing shall be submitted by the successful Tenderer not later than one month prior to the commencement date for the information of the Supervising Officer. The programme shall be based on each type of street or open space to be cleansed within each zone and show the following information:-

- (a) The number of cleansing rounds proposed and if manual or mechanical cleansing is proposed.
- (b) At what frequency the street or open space is proposed to be visited in order to achieve the specified standards of cleanliness.
- (c) Details of any mobile team arrangements to respond to complaints and failures in performance.

6.2 Working Times

- (a) Normal working hours shall be from 6.00 a.m. to 8.00 p.m. The period from 6.00 p.m. to 8.00 a.m. will be discounted for the purposes of assessing compliance with the levels of cleanliness required and for the restoration to required levels stated above excepting that in Zone 1 areas should the level of cleanliness fall to Grade B or below during the period from 8.00 p.m. to 6.00 a.m. it shall be restored to Grade A by 8.00 a.m.
- (b) In Zones 2 and 3 mechanical plant shall not be used before 05.30 a.m. nor after 8.00 p.m. without the prior approval, in writing, of the Supervising Officer.
- (c) The cleansing specified will require work on Saturdays, Sundays, Bank and other Public Holidays and the Contractor should ensure that his Tender includes all necessary amounts to cover enhanced wage payments. No additional overtime or other payments will be made by the Council.

SPECIFICATION OF WORKS/STREET CLEANSING

6.3 Vehicle Provision

All vehicles that are to be used for the performance of this Contract will be new or replaced within the first 6 months of the Contract.

The Contractor shall only use for this service vehicles, which are in the opinion of the Supervising Officer, suitable on the grounds of hygiene, capacity and roadworthiness. The Contractor shall see that standby vehicle or vehicles are available in the case of vehicles being withdrawn from service for maintenance or breakdowns, thereby ensuring that the required standard of service is consistently maintained. Vehicles must be well maintained and kept in a clean condition in order to maintain the image of a high quality corporate service. The colour scheme and details of vehicle livery shall be subject to the approval of the Supervising Officer. No advertising will be permitted on vehicles carrying out this service without the Council's express consent. Vehicles used for the purposes of this Contract shall carry a sign to indicate that they are being used for work for Dover District Council, the form of such sign to be approved by the Supervising officer.

The Contractor will be expected to provide the following vehicles or similar equivalent to the approval of the Supervising Officer for exclusive use in undertaking the operations detailed in this contract specification. The Contractor should indicate in the questionnaire attached to the tender documents his precise proposals together with details of other vehicles he intends to use.

Scarab Major	3 No.
Scrab Minor	2 No.
Applied Sweeper	3 No.

All vehicles used shall be fuelled using Low Sulphur Diesel or LPG. The Council is actively supporting the use of alternatively fuelled vehicles and is keen to work in partnership with the Contractor to develop refuelling facilities as appropriate to assist in this aim.

6.4 Equipment to be carried in Vehicles

The Contractor shall ensure that the vehicles used to carry out the service shall at all times carry all necessary equipment and materials in accordance with this specification.

In addition, the following equipment shall be included:-

- (1) Fire extinguisher
- (2) First aid kit
- (3) P.P.E. (Personal Protective Equipment)

SPECIFICATION OF WORKS/STREET CLEANSING

6.5 Frequency of Cleansing Operations

The levels and standards of cleansing specified for each zone indicate that a person following immediately behind an operative of the Contractor engaged in cleansing any area will expect to see a totally litter free surface cleansed to Grade A standards. It is recognised that the area will deteriorate to Grade B, C or D standards over a period of time dependent on the amount of litter produced by the public. The Contractor is required to fully comply with the times specified for restoration of any area to Grade A standards and therefore the frequency of cleansing shall be as necessary to achieve the levels and standards of cleanliness required by this Specification.

6.6 Mechanical Cleansing Operations

In order to ensure the effective clearance of detritus from the public highway the Contractor will be required to undertake mechanical cleansing of all public highways in accordance with the following defined minimum frequencies.

- Zone 1 - Daily
- Zone 2 - Weekly
- Zone 3 - Quarterly
- Zone 4 - Quarterly
- Zone 7 - Twice per year.

6.7 Materials

The Contractor shall provide all materials, plant, tools and protective clothing for the maintenance and running of the Contract.

6.8 Parking

Some streets in the area are regularly parked with cars which can cause difficulties in thoroughly cleansing the edges of the carriageways. The Contractor will, however, be expected to thoroughly cleanse such streets using any special equipment he may consider necessary. It is expected that the Contractor will have made himself familiar with the problems to be encountered in overcoming the difficulty in the sweeping of carriageways which heavy car parking can cause and should allow for this in submitting his Tender. No additional payment will be made by the Council in respect of this problem.

6.9 Exceptional Inclement Weather

If, in the opinion of the Supervising Officer, the weather on any particular day or part of day is so inclement as to make work impracticable, then if requested by the Contractor, he will agree to suspend the normal cleansing service for that day or part of a day. The Contractor will, however, be required to cleanse as soon as possible and within the same working week where practicable those areas omitted from the cleansing rounds as a result of the inclement weather. No additional payments will be made to the Contractor in respect of any additional expenses he may incur in complying with this requirement.

SPECIFICATION OF WORKS/STREET CLEANSING

Exceptional Inclement Weather (Contd)

If, services are suspended due to snow the Contractor may be required to use labour, which would otherwise have been used for this Contract, for the clearance of snow, at no additional cost to Dover District Council.

6.10 Traffic Safety and Pedestrian Safety

- (a) The Contractor will allow in his Tender for carrying out his operations generally in a safe and workmanlike manner, including the provision of advance warning signs and traffic cones where necessary, all in accordance with Chapter 8 of the Traffic Signs Manual, and must include in his Tender for the cost of this provision and all other expenses incurred in complying with the Tender documents.
- (b) In carrying out street cleansing the Contractor shall take all reasonably practicable steps to minimise inconvenience or obstruction to traffic including pedestrians.

6.11 Refuse Disposal

- (a) Any refuse, litter or other arisings collated during the performance of the services will be disposed of at disposal points designated by and strictly in accordance with the requirements of the Waste Disposal Authority. The Contractor shall be responsible for the payment of all charges required by the Waste Disposal Authority for the acceptance and disposal of any material collated during the performance of the services.
- (b) If an alteration in the location or type of any disposal point is required by the Waste Disposal Authority or if the Waste Disposal Authority introduces revised charges, above the retail price index, for the use of its facilities or extends its range of charges to include items not reasonably foreseen at the time of submission of the tender then any greater or lesser expense shall be the subject of negotiation between the Contractor and the Supervising Officer.
- (c) All waste disposal charges levied by the Waste Disposal Authority will be the responsibility of the Contractor and not the Council.
- (d) Temporary closure of the Refuse Disposal site by the Waste Disposal Authority for reasons of inclement weather, routine maintenance etc. will not entitle the Contractor to any additional payments.

6.12 Unacceptable Methods

Methods of cleansing which would impair safe working arrangements or give rise to nuisance or damage to private or public property or inconvenience to the public are unacceptable. The Contractor shall, at the direction of the Supervising Officer, investigate all unacceptable methods reported to the Supervising Officer and take appropriate action to ensure it does not continue.

SPECIFICATION OF WORKS/STREET CLEANSING

6.13 Complaints and Performance Failures

- (a) Complaints and performance failures concerning the service will be notified to the Contractor who will respond as follows:-

Complaints and Performance Failures (Contd)

- (i) Complaints and performance failures notified to Contractor concerning the standards and levels of cleanliness at any location within any Zone shall be investigated by the Contractor and if valid the location shall be restored to Grade A standard within the time periods specified.
- (ii) The Contractor shall provide to the Supervising Officer a written report on every complaint or performance failure notified to him stating the result of his investigation and the reasons for considering a complaint invalid or the remedial action taken.

This report must be received by the Supervising Officer as soon as practicable from the time specified for restoration of any area to Grade A standards of cleanliness following deterioration of that area to Grade B, C or D.

- (b) Complaints received directly from the public by the Contractor shall be notified to the Supervising Officer in writing for his information and shall be dealt with as (a) above.
- (c) The issue of a Default Notice under the Conditions of Contract will result from the Contractor's failure to remedy any complaint or performance failure within the time limits specified.

6.14 Contract Inspection and Monitoring

The Council will exercise a quality control and a random checking system of all aspects of the Street and Public Areas Cleansing work performed by the Contractor.

C: CESSPOOL EMPTYING

3.0 SPECIFICATION INDEX

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SECTION THREE

3.0 SPECIFICATION OF WORKS

3.1 Supervision

The Contractor shall arrange for a competent person, with good management and supervisory experience to be responsible for the overall operation and performance of the Contract within the Council's area. The person shall liaise with the Supervising Officer and his supervisory staff daily or as need arises for the efficient management of the services. The Contractor will inform the Supervising Officer of the name of this person and notify him when a change of personnel occurs. The Contractor shall arrange for a competent person to be in charge of the daily activities of his cleansing staff and vehicles.

3.2 Welfare of Employees

The Contractor shall comply with all relevant statutory legislation for the well being and welfare of his employees on the Contract. The Contractor is to provide such facilities for his workmen which in the opinion of the Supervising Officer or his representatives are appropriate and adequate for complying with this legislation particularly the Health and Safety at Work Act 1974. This shall include adequate first aid, cleaning and washing and messing facilities, and protective clothing.

3.3 General Description of the Service

- (a) The current Contractor made 4,559 uplifts and collected approximately 7,200,000 gallons in the year to 31 March 2000. The Contractor currently receives written requests to empty on a pre-printed form directly from the customer and collection must be made within 7 calendar days unless otherwise authorised by the Supervising Officer.

Telephone emergency requests may be received by the Contractor. If the request will result in the 7 calendar day collection deadline being breached the empty request will be referred to the Supervising Officer.

During the period of the contract it is likely that the Council will require that empty requests may be made through the Internet and the Contractor will be required to accept requests by this method.

- (b) The Contractor will arrange collection rounds to maximise efficiency and minimise travelling empty or part loads. The Council offers a service of collection in 500 gallon units and 2,000 gallon units minimum for waste below a strength of 2000 mg/litre. In the latter case the Contractor cannot mix with another load as this will invalidate measurement by Southern Water Services of the liquor strength.
- (c) The waste water is to be disposed at discharge points licensed by South Water Services. Discharges must not exceed the volumes licensed at any discharge point. Currently there are two discharge points at Dambridge, at Wingham and Weatherlees at Richborough near Sandwich.

3.4 Changes in Extent of Work

The volume of work will vary according to the number of requests received from cesspool users. The Contractor shall not in any event make a claim for loss of profits resulting from a reduction in requests.

3.5 Statutory Requirements and Collection Duties

It is important that Tenderers fully understand the statutory duties of the Council because it will be incumbent upon the Contractor to carry out the services in accordance with those statutory requirements on behalf of the Council. Any penalties prescribed by law and any consequential costs resulting from the Contractor failing to carry out those statutory duties must be paid by the Contractor. Payments may be deducted from any monies due to the Contractor.

The Contractor will be expected to acquaint himself with the relevant provisions of the Environmental Protection Act (1990); The Controlled Waste Regulations 1992; Public Health Act, 1936; the Control of the Pollution Act, 1974; and the Health and Safety at Work Act, 1974 and all other acts and regulations that have reference to this Contract.

3.6 Reports to Committees

The person designated by the Contractor in accordance with the Conditions of Contract to be responsible for the overall performance of the Contractor shall, when called upon to do so, submit a full written report to the Supervising Officer for consideration by the Council's next available meeting, on the performance achieved by the Contractor, including consideration of any significant problems or difficulties that have arisen and the actions taken, or to be taken. At such times, and at any other time when considered necessary by the Council's Committees, the Contractor's representative shall attend the meeting when requested to do so to present his report and/or answer any questions.

3.7 Volume to be Collected

The volume collected will be the amount requested by the cesspool user in 500 gallon units or the content of the cesspool whichever is the lesser.

The customer may also request a minimum of 2000 gallons to be collected at a beneficial rate where the density is less than 2000 mg/litre. In these instances the Contractor cannot mix with another load as this will invalidate measurement by Southern Water Services of the liquor strength.

3.8 Facilities for Contractors Works Staff Vehicles etc.

The Contractor shall make arrangements to provide accommodation and facilities to a standard acceptable to the Supervising Officer for the efficient operation of the service.

3.9 Contractors Administrative and Supervisory Staff

The Contractor shall state in the questionnaire attached to the tender documents in the space provided, details of the number and type of staff he proposes to engage for the efficient management of the Contract. The staff

shall be to a standard acceptable to the Supervising Officer for carrying out this work.

3.10 Vehicles

All vehicles that are to be used for the performance of this Contract will be new or replaced within the first six months of the Contract. The Contractor shall indicate in the questionnaire attached to the Tender documents the number and type of vehicles he proposes to use to carry out this service.

Vehicles will be fuelled with Low Sulphur Diesel, LPG or CNG. The Council is actively supporting the use of alternatively fuelled vehicles and is keen to work in partnership with the Contractor to develop refuelling facilities as appropriate to assist in this aim.

The Contractor shall only use for this service vehicles, which are in the opinion of the Supervising Officer, suitable on the grounds of hygiene, capacity and roadworthiness. The Contractor shall see that standby vehicle or vehicles are available in the case of vehicles being withdrawn from service for maintenance or breakdowns, thereby ensuring that the required standard of service is consistently maintained.

Vehicles must be well maintained and kept in a clean condition in order to maintain the image of a high quality corporate service. No advertising will be permitted on vehicles carrying out this service without the Council's express consent. Details of the proposed colour scheme and design work for the vehicles shall be forwarded to the Supervising Officer for approval. Vehicles used for the purposes of this Contract shall carry a sign to indicate that they are being used for work for Dover District Council, the form of such sign to be approved by the Supervising Officer.

3.11 Equipment to be Carried in Vehicles

The Contractor shall ensure that the vehicles used to carry out the service shall at all times carry the necessary equipment and materials. Each vehicle will carry a radio compatible with the Council-wide radio system.

In addition, the following equipment shall be included:

- (a) Fire extinguisher
- (b) First aid kit
- (c) P.P.E. (Personal Protective Equipment)

3.12 Waste Disposal

Waste water will be disposed of at the waste disposal centre defined in Appendix D or at such other locations as may be directed by the Supervising Officer. If for some reason it is necessary for the Supervising Officer to direct the Contractor to dispose of the refuse at an alternative location at a greater distance from the boundary of the District than any waste disposal centre defined in Appendix D then the additional costs (if any) incurred by the Contractor will be reimbursed in accordance with the Conditions of Contract. Charges for disposal levied by the Waste Disposal Authority will be paid direct to the Waste Disposal Authority by the Council.

3.13 Collection Points

Normally the collection point will be the public highway and pipes will be run from the tanker to the cesspool. Tankers will only enter onto private property if authorized so to do by the householder.

3.14 Programming of Contract

The Contractor shall submit to the Supervising Officer for his approval, details of how he proposes to implement the specified services, giving details of the use of personnel and vehicles. Such details shall be submitted at least 28 days before the agreed commencement date of the Contract.

3.15 Quality of Service

All collections are to be made in a tidy manner and any spilled waste water whether arising on the public highway or on private property must be washed away with disinfectant and removed at the time of collection. Lids are also to be replaced on cesspools and left in a safe condition. Missed collections, complaints, customer liaison, damage to cesspools or householder's property, unsatisfactory storage arrangements and other similar occurrences necessitating remedial action by the crew or by supervision or management must be dealt with promptly and efficiently by the Contractor in such a manner as to promote customer satisfaction and at the Contractor's expense. Such incidents reported to the Contractor before noon shall be dealt with on the same day. Incidents reported to the Contractor after noon shall be dealt with on the next working day at the latest.

3.16 Short Cut Methods

Methods of collection which impair safe working arrangements or give rise to nuisance or damage to private property or inconvenience to residents are unacceptable. The Contractor will discipline any employee caught undertaking any such practice.

3.17 Approved Methods

The constraints implied by the preceding clause do not prohibit the use of handling aids or mechanisation or sensible group working systems but do declare as unsatisfactory workmanship, such practices as non-return of cesspool lids, non-closure of gates and doors and other similar activities.

3.18 Complaints and Oversights

The Contractor will deal with any complaints that he receives in a prompt, courteous and efficient manner.

Unresolved complaints received by or referred to the Council will be investigated by the Supervising Officer, who in appropriate cases can invoke the default provision.

The Contractor shall keep a written record of all complaints received by him direct from any source and of the action taken by him in relation to that complaint. Such records shall be kept available for inspection by the Supervising Officer at all reasonable times.

The Supervising Officer will arrange to log all reports of complaints and oversights made to the Council whether by telephone, personal visits or otherwise. A written note will be made out of the complaint or oversight and this will be passed to the Contractor's representative in overall charge locally, who will return the note within one working day containing his comments and the action taken or to be taken. Where the Supervising Officer considers that further or alternative action is appropriate he shall inform the Contractor's representative who shall act accordingly.

3.19 Claims

Claims against the service for damage to private property, form part of the normal incidents which the Contractor shall prevent but nevertheless he should make suitable arrangements under the Contract for insurance or otherwise to deal with those incidents which do arise and shall indemnify the Council accordingly.

3.20 Compliance with the Environmental Protection Act 1990

The Contractor will be responsible for completion of all documentation required by the Environmental Protection Act 1990. For this purpose it is deemed that:

- | | | | |
|-----|---|---|--------------------|
| (a) | Dover District Council
(for residential properties) | - | Waste producer |
| (b) | Individual Business Organizations
(for trade premises) | - | Waste producer |
| (c) | Contractor | - | Waste carrier |
| (d) | Southern Water Services | - | Disposal Authority |

3.21 Lids / Covers to Cesspool Openings

- (a) Cesspool lids must be replaced after collection and left in a safe condition.
- (b) Should the operative making the collection find that the lid / cover is missing or in a dangerous condition the collection will be made (subject to there being no danger to the operative). The operative will advise immediately the householder of the danger and will report the matter to the Contractor's Management. The Contractor will within 24 hours of being aware of the dangerous situation, advise the householder by first class post.
- (c) Should the operative making the collection find that the cesspool lid would be dangerous to remove due to weight or condition, then the operative may abort the collection. The operative will immediately advise the householder and will report the matter to the Contractor's Management who will advise the Council in writing within 24 hours of being aware of the danger. The Council will advise the householder of the dangerous situation and that the Contractor will not make a collection until the dangerous situation has been rectified. The Contractor will note in his records that no further collection is to be made until advised by the Council that collections may be resumed.

The Contractor may claim from the Council an amount equal to the Contractor's charge for collection of 1,000 gallons.

3.22 Suspension of Collections from Cesspools - Non-payment by Customer

- (a) The Council may from time to time advise the Contractor in writing that further collections from a property should be suspended. In addition to a dangerous situation this will be for non-payment of invoices for a previous collection.
- (b) The Council will advise in writing when normal collections from that property may be resumed.
- (c) At the commencement of the Contract the Council will provide the Contractor with a Schedule of Properties for which normal collections are suspended.
- (d) Should the Contractor make a collection for whatever reason from a property for which normal collections are suspended, the Council will not make any payment to the Contractor for the collection and the Contractor will reimburse the Council for the disposal charge payable to the Waste Disposal Authority.

3.23 Processing Collection Requests - Normal

- (a) The Contractor will be responsible for receiving requests for a collection. This will normally be a written request using a pre-printed form a supply of which will be sent by the Council at the beginning of each year to its cesspool clients.
- (b) If the request is in any other manner, e.g. letter, telephone, etc., the Contractor will be responsible to obtain from the householder a signed request form before the collection is made.
- (c) Should the Contractor make a collection without obtaining a signed request form the Contractor will reimburse the Council for any charges not recovered from the householder.
- (d) The collection must be made within 7 calendar days from receipt of a request. Should a public holiday fall within the 7 day period a further day can be added for each public holiday. All requests must be date stamped by the Contractor with the date the request is received.
- (e) If the Contractor has a query on any empty request form in the first instance the Contractor should directly contact the customer to resolve it.
- (f) Completed empty requests and job sheets must be despatched to Planning and Technical Services Administration on the next working day following collection of the waste.
- (g) The Contractor should note that the number of requests increases immediately prior to the Christmas holiday period.

- (h) No additional payment will be made to the Contractor for collections on Saturday when these are being made to meet the Contractor's duty to collect within a 7 calendar days of receipt of the request.

3.24 Processing Collection Requests - Emergencies

As waste water may only be discharged when Southern Water Services sites are open it is not possible to provide an emergency emptying service outside of normal working hours.

3.25 Job Tickets

- (a) The Contractor will provide a job ticket in a form to be approved by the Supervising Officer.
- (b) The job ticket will state:
 - (i)The date and time of the collection
 - (ii)Gallons collected
 - (iii)Discharge point (date if different from collection date)
 - (iv)Any problem with the collection, i.e. damage to property, etc.
- (c) A copy of the job ticket will be attached to the collection request sent to the Council.

3.26 Customers with Regular Needs

- (a) The Council will provide a schedule of those properties which require a regular periodic emptying and will provide the Contractor with a copy of a letter from the customer confirming acceptance of all charges until further notice.
- (b) The Contractor's will automatically programme collection from these customers.
- (c) The Contractor will prepare a collection request and endorse on it Uas per standing instructionsU.
- (d) Signature from the householder will not be necessary for each collection.

3.27 Customers with Special Needs

- (a) The Council will provide the Contractor with a schedule of special needs customers. These will in the main be those who suffer from a medical condition.
- (b) Priority will be given to these customers to ensure they receive collection when requested - Monday to Friday only.

- (c) Should an emergency request be received from one of these customers on a Saturday, Sunday or Bank Holiday then the additional payment will apply.
- (d) The Contractor will not claim any additional payment for a collection other than an emergency collection on a Saturday, Sunday or Bank Holiday.

3.28 Documents to be sent to the Council

- (a) The Contractor will send to the Council a collection request, job ticket and if appropriate the additional charges form (emergency emptyings) on the first working day following collection.

3.29 Working Times

- (a) Normal collections should take place from Monday to Saturday inclusive and should not commence at the collection point prior to 8.00 a.m. nor continue after 6.00 p.m. in order to avoid nuisance and complaint.
- (b) The Contractor should note that the opening hours of the waste disposal centre could be a constraint on his operating hours and he must ascertain from the Waste Disposal Authority the hours when they are open. If the Contractor wishes to operate outside these hours then he should make arrangements with the Waste Disposal Authority and be responsible for any additional special charges made by that Authority in complying with the Contractor's request.
- (c) Whenever possible collections shall only be made Monday to Friday. Normal collection on Saturday will be in exceptional circumstances and any additional costs will be borne by the Contractor.

3.30 Bank and Public Holidays

- (a) Bank Holidays will not be normal working days.
- (b) Christmas and New Year Bank Holiday: The Contractor will be expected to make arrangements to ensure that collections are maintained during working weeks affected by Christmas and New Year Public Holidays.

3.31 Inclement Weather

If, in the opinion of the Supervising Officer, the weather on any particular day or part of day, is so inclement as to make work impracticable, then if requested by the Contractor, he will agree to suspend the normal cesspool service for that day or part of a day. The Contractor will, however, be required to make collections as soon as possible and within a 7 calendar day period to return to collecting within 7 calendar days of receipt of request. No additional payments will be made to the Contractor in respect of any additional expenses he may incur in complying with this requirement.

3.32 Overloading

The Contractor shall not permit any vehicle or item of plant to carry a weight above that prescribed for that vehicle.

3.33

Notes on Tendering

The Contractor shall include in his prices shown on the Form of Tender for complying with the Conditions of Contract and Specification. The prices must be inclusive of the cost of tendering, the provision of a performance bond and the provision of all administration, supervision, vehicles, repairs, garaging, storage of materials, depots, offices, insurances, etc.

3.34

Traffic Safety and Pedestrian Safety

The Contractor will take all reasonable steps to ensure that any obstruction or inconvenience to traffic (and/or pedestrians) is minimised during the cesspool collection operations. Adequate signs and protective barriers must be used if there is the collection by a tanker might cause a hazard to other traffic and or pedestrians.

XP-Cess Spec
March 2001