

WASTE AND RELATED SERVICES CONTRACT

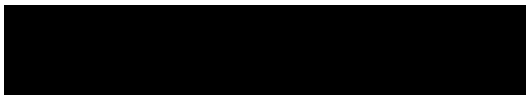
SCHEDULE 2 - AUTHORITIES' REQUIREMENTS

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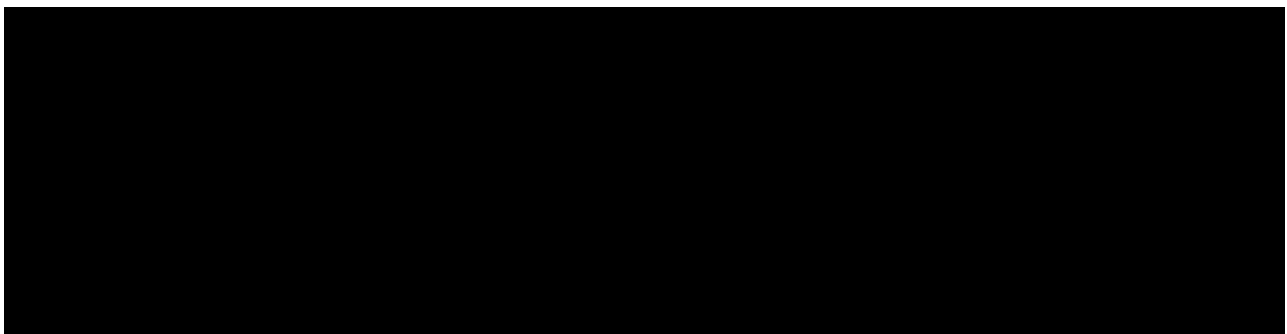
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SECTION 1 – OVERVIEW AND MINIMUM REQUIREMENTS

1 SERVICES REQUIREMENT

- 1.1.1 The Contractor shall provide Services comprising Waste Collection, Street Cleansing and Grounds Maintenance Services for the duration of the Contract Period in compliance with all relevant Legislation and with consideration to existing policy and Guidance including on health and safety and environmental matters.
- 1.1.2 Services shall include:
- 1.1.2.1 Collection Services including:
- 1.1.2.1.1 Fortnightly co-mingled collection¹ of Dry Recyclables from households;
 - 1.1.2.1.2 [REDACTED]
 - 1.1.2.1.3 Fortnightly separate collection of Garden Waste from households subscribing for the service;
 - 1.1.2.1.4 Fortnightly collection² of Residual Waste from households;
 - 1.1.2.1.5 Provision of Assisted Collections to households registering for the service;
 - 1.1.2.1.6 Collection of Bulky Waste from Customers;
 - 1.1.2.1.7 Collection and Disposal of Clinical Waste from households registering for the service; and
 - 1.1.2.1.8 Provision of a Recycling-focussed Commercial Recyclables and Residual Waste collection service to the Authorities' Commercial Waste Customers.
- 1.1.2.2 Provision of Street Cleansing Services;
- 1.1.2.3 Provision of Grounds Maintenance Services;
- 1.1.2.4 Management of Depots;
- 1.1.2.5 Transportation of all Contract Waste to Designated Delivery Points;
- 1.1.2.6 Provision and management of a Management Information System (MIS) including monitoring and reporting of Service performance information at intervals specified in the Contract;
- 1.1.2.7 Provision and management of a Customer Care Centre (CCC), on behalf of the Authorities, for directly dealing with all operational aspects of the Services (e.g. Customer queries, requests, Complaints and compliments, bookings for Bulky Waste collections);
- 1.1.2.8 Timely and accurate monitoring and reporting of Performance Standards and Failures in accordance with Performance Management Framework (Schedule 4); and

¹ Some properties, as determined by the Authorities, may require weekly collection services because their design and location may limit their ability to receive a fortnightly collection Service.

² Some properties, as determined by the Authorities, may require weekly collection services because their design and location may limit their ability to receive a fortnightly collection Service.

- 1.1.2.9 Provision of all other Services in the Authorities' Requirements, including any Changes agreed during the Contract Period, in accordance with the Contract.
- 1.1.3 Some elements of the Services are not required by all three Authorities and where this is the case, it is explicitly stated in this Authorities' Requirements (Schedule 2). All other Services are to be provided to all three Authorities from their respective Services Commencement Dates.
- 1.1.4 [REDACTED]
[REDACTED] and Services for Breckland District Council [REDACTED]
[REDACTED] shall commence on the Second Services Commencement Date. The Services for all three Authorities shall expire on the Expiry Date unless terminated earlier or extended in accordance with the main body of the Contract.

2 PERFORMANCE REQUIREMENTS

- 2.1.1 These Authorities' Requirements (Schedule 2) include input requirements and output performance requirements with which the Contractor shall comply at all times. The Authorities' Requirements is linked to the Performance Management Framework (Schedule 4) for key Performance Standards, Payment Mechanism (Schedule 5) and Pricing Schedule (Schedule 6).

SECTION 2 – GENERAL REQUIREMENTS

3 INTRODUCTION

- 3.1.1 The Contractor shall meet the requirements of this Authorities' Requirements (Schedule 2).
- 3.1.2 It shall be a principle of the Contract for the Contractor to partner with the Authorities to meet their aspirations and requirements for the delivery of the Services including improvements to Recycling performance, Customer satisfaction and cost effectiveness.
- 3.1.3 In preparing this Authorities' Requirements (Schedule 2), the Authorities have taken into consideration the principles of relevant EU and UK Legislation, policy and Guidance.
- 3.1.4 The Contractor's rates in the Pricing Schedule (Schedule 6) for non-provisional items shall cover all costs for providing the Services in accordance with this Authorities' Requirements (Schedule 2) and the Authorities shall be responsible only for those services where it has been explicitly stated that they are either provisional or the Authorities will bear the costs.

4 LEGISLATIVE REQUIREMENTS

- 4.1.1 The Contractor shall comply with relevant Legislation, strategy, policy and Guidance including the following but not limited to:
- 4.1.1.1 Environmental Protection Act 1990 (as amended);
 - 4.1.1.2 Environmental Protection (Duty of Care) Regulations 1991 (and amendments);
 - 4.1.1.3 EU Waste Framework Directive (and subsequent amendments);
 - 4.1.1.4 Code of Practice on Litter and Refuse (2006);
 - 4.1.1.5 Waste (England and Wales) Regulations 2011 (amended 2012);
 - 4.1.1.6 The Controlled Waste (England and Wales) Regulations 2012;
 - 4.1.1.7 Defra Duty of Care Code of Practice 2016;
 - 4.1.1.8 Litter Strategy for England (2017);
 - 4.1.1.9 The EU Circular Economy Package 2018; and
 - 4.1.1.10 Our Waste, Our Resources: A Strategy for England, December 2018;
- 4.1.2 The Contractor shall provide Services with due regard to relevant current and future Legislation, regulations, policies, Guidance or Industry Good Practice Guidance that applies to the activities under the Contract.

5 HEALTH AND SAFETY

5.1 General

- 5.1.1 In addition to clause 12 of the main body of the Contract, the Contractor shall provide Services by adopting safe working practices and with due regard to current and future Legislation, regulations, Guidance, and working rules set by the Health and Safety Executive (HSE) or Industry Good Practice Guidance that applies to the activities under the Contract to ensure the highest standard of safety for all Contractor's Staff, third parties and the public.
- 5.1.2 The Contractor shall develop and maintain a plan for managing all aspects of health and safety relating to the Services, including the continuous improvement of health and safety.
- 5.1.3 The Contractor shall maintain Health and Safety Policy as required by the Health and Safety at Work Etc. Act, 1974, Section 2(3).
- 5.1.4 The Contractor shall provide and comply with his Health & Safety Plan (Method Statement 3).
- 5.1.5 The Services for each Authority shall be accredited to ISO45001 (or OHSAS 18001 until transition to ISO45001) or equivalent within twelve months of the Services Commencement Dates (as applicable for each Authority).
- 5.1.6 The Contractor shall provide health and safety management plans and detailed risk assessments for all Premises and operations prior to the applicable Services Commencement Dates and shall document, review, and update them where necessary, or at least on an annual basis during the Contract Period to ensure they remain suitable and sufficient in the light of changing Legislation or working practices, and shall notify the Supervising Officer and Authorised Officers in writing of such revisions.
- 5.1.7 The Contractor shall also prepare route risk assessments for all Collection, Street Cleansing and Grounds Maintenance rounds by street / road, taking into account relevant Health and Safety Executive Guidance.
- 5.1.8 The Contractor shall ensure that noise exposure to Staff from the Services, and in particular the Recyclables Collection Services, is maintained within the exposure limits advised by the Health and Safety Executive or other Industry Good Practice Guidance.
- 5.1.9 A fire risk assessment shall be developed by the Contractor for each operational Premises, where applicable, in accordance with the Regulatory Reform (Fire Safety) Order 2005. These shall be conducted by a suitably competent person and the recommendations shall be implemented by the Contractor.
- 5.1.10 The Contractor shall provide and maintain communication devices and adequate supplies of first aid equipment at Premises and in vehicles for use by his Staff, where needed.
- 5.1.11 The Contractor shall provide all health and safety information as required by the Supervising and Authorised Officers in the Daily, Weekly, Monthly, Quarterly and Annual Reports to the Authorities.

- 5.1.12 The Contractor shall permit the Supervising Officer, Authorised Officers and all other authorised users of the Authorities access to and inspection of all relevant records and information relating to health and safety.
- 5.1.13 The Contractor shall review its statutorily required written Health and Safety Policy, safe working procedures and risk assessments, as often as may be necessary and at least annually, in the light of changing Legislation or working practices, and shall notify the Supervising Officer and Authorised Officers in writing of such revisions. A copy of the updated Health and Safety Policy, safe working procedures and risk assessments shall be submitted to the Supervising Officer and Authorised Officers.
- 5.1.14 The Contractor shall co-operate fully and provide any support required to assist the Authorities in undertaking assessments of the Contractor's health and safety performance. This may include but not be limited to vehicle inspections, and operational checks and reviews.
- 5.1.15 The Supervising Officer, or Authorised Officers or their nominated deputies may periodically "shadow" Collection, Street Cleansing or Grounds Maintenance crews, which may entail sitting in the cab of the vehicle if appropriate. The Contractor shall be responsible for ensuring the appropriate insurances are in place to allow this to occur at any time and will provide the Supervising Officer or Authorised Officers with details of the insurance policy when required to so do.
- 5.1.16 The Contractor shall ensure that:
- 5.1.16.1 All safe systems of work identified during the preparation of risk assessments attached to the delivery of the Contract are communicated to Staff prior to them undertaking any task identified in a Contractor's risk assessment;
- 5.1.16.2 Drivers and operators of the Plant are made aware of their responsibility for the operation and use of the Plant;
- 5.1.16.3 Drivers drive safely and correctly at all times in accordance with statutory regulations, Codes of Practice and instructions of the Contractor. Speed limits are to be observed and reversing should only take place under guidance;
- 5.1.16.4 No vehicles are overloaded and no passengers are carried in vehicles unless seated;
- 5.1.16.5 No Staff shall be permitted to ride on any external part of any mobile Plant at any time;
- 5.1.16.6 Plant is operated in a manner that ensures the health and safety of all Staff and the public, and is in compliance with the Guidance from the Health and Safety Executive; and
- 5.1.16.7 Drivers and operators are trained and competent in the safe use of the Plant, paying particular attention to the removal and tipping of Contract Waste from sources and at Designated Delivery Points.
- 5.1.17 The Contractor shall take adequate precautions in areas subject to traffic to protect his Staff and the users of the areas.
- 5.1.18 All changes to the Services throughout the Contract Period shall be subject to a Service risk assessment and any necessary updates or changes shall be discussed and agreed with the Supervising Officer and Authorised Officers.

5.2 Incident Reporting

- 5.2.1 The Contractor shall notify the Supervising Officer and relevant Authorised Officer immediately on becoming aware of a RIDDOR reportable incident and shall supply details of such incidents in his Daily Report.
- 5.2.2 The Contractor shall provide additional details of such incidents if requested by the Supervising Officer and relevant Authorised Officer. Such additional details can include but are not limited to:
- 5.2.2.1 Names and addresses of people or property involved in the incident and details of insurance where applicable;
 - 5.2.2.2 Details and extent of the injury / damage to persons / property;
 - 5.2.2.3 A copy of the RIDDOR form submitted to the HSE;
 - 5.2.2.4 Names and addresses of witnesses; and
 - 5.2.2.5 Particulars of any vehicles and personnel involved in the incident.
- 5.2.3 Within three Working Days of such an incident occurring, the Contractor shall commence investigation and subsequently provide an investigation report in a timely manner which identifies the cause of the incident and sets out the measures that have been identified to be taken in order to prevent recurrence of the incident together with timescales for implementation.
- 5.2.4 In addition to the RIDDOR reportable incidents, the Contractor shall include in the Daily Report a description of non-RIDDOR health and safety incidents, notifiable diseases and dangerous occurrences to Staff and the public during the performance of this Contract. The Contractor shall make available incident records for inspection by the Supervising Officer or Authorised Officers or his appointed representative and a copy of these records shall be maintained on the MIS.
- 5.2.5 The Contractor's reporting system shall encourage and facilitate Staff to report "near misses". The Contractor shall review near misses and make necessary changes to Services to improve health, safety and welfare of Staff, visitors and Customers.
- 5.2.6 The Contractor shall cooperate with any investigation or audit undertaken by any of the Authorities or other statutory body in respect of health and safety.

5.3 Safety Training

- 5.3.1 The Contractor shall provide appropriate training in health and safety matters, including first aid and fire safety, for all Staff dependent on identified needs. This training may be provided either through organised training events or informal on the job instruction /and supervision.
- 5.3.2 Every new member of Staff must be instructed in the relevant safety procedures, including dealing with abusive Customers, by way of induction training. The Contractor shall provide additional health and safety training to new Staff members where it is necessary for the safe delivery of their designated roles.
- 5.3.3 Additional refresher training shall be provided to all Staff at adequate intervals to maintain their competence to safely deliver the Services during the Contract Period.

- 5.3.4 The Contractor shall keep records of all training, including first aid courses, provided to Staff, permanent and temporary, and sub-contractors. The training records shall be maintained at an individual Staff member level and shall be accessible on the MIS.

5.4 Sub-Contractors

- 5.4.1 The Contractor shall not engage sub-contractors (other than in accordance with clause 14 of the main body of the Contract) without the prior agreement of the Authorities.
- 5.4.2 When engaging sub-contractors or direct labour, the Contractor shall ensure that all contracts and relevant agreements include such conditions as to ensure compliance with all relevant health and safety Legislation and best practice.
- 5.4.3 The Contractor shall ensure sub-contractors' compliance with this Authorities' Requirements (Schedule 2).
- 5.4.4 The Contractor shall provide relevant health and safety training to sub-contractors before they commence work for the Contractor. The training shall include full awareness of the health and safety plans and risk assessments for the Premises, operations and Services
- 5.4.5 The Contractor shall ensure that sub-contractor Staff and direct labour have and use appropriate clothing and equipment to safely undertake their work and suitably associate them with the delivery of the Contract.
- 5.4.6 The Contractor shall ensure that all sub-contractors keep records of all Staff training, including the individual job instructions, safe working practices, statutory, trade and local Codes of Practice etc.

6 CONTRACT MANAGEMENT

6.1 Contract Management Meetings

- 6.1.1 Subject to clause 31 of the main body of the Contract, the following formal liaison arrangements will be in place for Contract management:
- 6.1.1.1 Contract Review and Development Board;
- 6.1.1.2 Contract Management Board; and
- 6.1.1.3 Contract Delivery Meetings.
- 6.1.2 The objectives of Contract Review and Development Board, Contract Management Board and Contract Delivery Meetings, and Authorities proposed internal arrangements for Contract management are summarised in Appendix 1.
- 6.1.3 The Contract Review and Development Board will include:
- 6.1.3.1 Strategic Level Directors from each Authority, supported as necessary by service managers;
- 6.1.3.2 The Supervising Officer;
- 6.1.3.3 The Portfolio Holder for the service area at each Authority in attendance; and

- 6.1.3.4 The Director of the Contractor supported by Regional / Senior Contract Managers.
- 6.1.4 The Contract Review and Development Board shall meet every three months unless the Supervising Officer advises a longer period.
- 6.1.5 The Contract Management Board will include:
- 6.1.5.1 The Supervising Officer;
- 6.1.5.2 Authorised Officers; and
- 6.1.5.3 The Contractor's Regional Manager or Senior Contract Manager;
- 6.1.6 The Contract Management Board shall meet monthly unless the Supervising Officer advises a longer period.
- 6.1.7 The Supervising Officer shall develop and circulate agendas for the Contract Review and Development Board and Contract Management Board meetings at least three Working Days before the relevant meeting date. The Supervising Officer shall arrange for meeting minutes to be taken and circulated within 10 Working Days of the meeting.
- 6.1.8 Contract Delivery Meetings will be held for each Authority on a regular basis and will be attended by the relevant Authorised Officer and the Contractor's Contract Manager or local Operations Manager.
- 6.1.9 The relevant Authorised Officer shall be responsible for developing and circulating agendas and minutes of Contract Delivery Meetings.
- 6.2 Evaluation and Review of Services**
- 6.2.1 The Contractor shall review the provision of Services on at least an annual basis and propose potential improvement measures within the Annual Improvement Plan for discussion with the Authorities.
- 6.2.2 If the Contractor considers during the Contract Period that Services can be delivered better in terms of performance and/or value, the Contractor may submit his proposals to the Authorities in accordance with clause 18 of the main body of the Contract.
- 6.3 Key Personnel**
- 6.3.1 The Contractor shall employ a suitably qualified and competent Contract Manager, or Contract Managers, depending upon the solution provided by the Contractor, who shall work exclusively for this Contract only. They shall be available in person during the hours of 08.00 – 17.00, Monday to Friday inclusive, and any other time deemed necessary by the Supervising Officer or Authorised Officers in order to fulfil the reasonable requirements of the Contract to deal with the management of the Contract. The only exception to this requirement shall be for Christmas Day, Boxing Day and New Year's Day, as well as during periods of sickness and annual leave, or at the express wish of the Supervising Officer or Authorised Officers.
- 6.3.2 The Contractor shall provide sufficient number of named and suitably qualified supervisors to ensure that the Contractor's Staff is adequately managed and properly performs the duties to meet the Service requirements.

- 6.3.3 The Contractor shall have in place adequate contingency resource plans to cover for both planned and unplanned Staff absences.
- 6.3.4 The Contractor shall employ the Contract Manager and all supervisory Staff on a permanent basis. Under no circumstances shall temporary, casual or employment agency workers be used to fulfil these roles. All appropriate supervisory and management Staff will have or be working towards the necessary certificate of technical competence (CoTC) qualifications, if required. The Contractor shall ensure all legal requirements regarding staffing and supervisory arrangements are complied with to the satisfaction of the Authorities.
- 6.3.5 The number of supervisory Staff shall be maintained throughout the Contract Period. A rota shall be maintained to ensure that a member of supervisory Staff is available at all times should urgent situations arise which require a response outside of normal office hours.
- 6.3.6 In the event of the Contract Manager being absent, the Contractor shall ensure that the Contract Manager's Authorised Deputy is available to cover the Contract Manager's duties in full, and the Supervising Officer and Authorised Officers shall be notified immediately.
- 6.3.7 The Supervising Officer or Authorised Officers or their deputies shall be able to contact the Contractor's supervisory and administrative Staff during these hours.
- 6.3.8 The Authorities shall be given relevant details for Contractor's Staff that can be contacted in case of emergencies. The Contractor shall ensure that these emergency contact numbers remain functional throughout the Contract Period.
- 6.3.9 The Contractor's Key Personnel shall be listed in his Contract Management Plan (Method Statement 2) and agreed with the respective Authorities prior to the First Services Commencement Date and Second Services Commencement Date (as applicable). The Contractor shall not change (or reduce in number) his Key Personnel without prior Approval of the Supervising Officer. Replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

6.4 Instructions and Communications

- 6.4.1 The Contractor shall provide and maintain an adequate responsive system for receiving instructions and communications from the Supervising Officer and Authorised Officers. This shall comprise the provision and maintenance of at least but not limited to:
- 6.4.1.1 An appropriate level of staffing during operational hours, to the approval of the Supervising Officer and Authorised Officers;
- 6.4.1.2 An out of hours telephone contact number; and
- 6.4.1.3 Communication devices which shall include mobile telephone, and/or radio, telephone, e-mail, facsimile or other approved methods.
- 6.4.2 The Contract Manager and Supervisors shall be equipped with mobile communication devices at all times and their respective contact details shall be given to the Supervising Officer and Authorised Officers so that contact can be made when required.

- 6.4.3 The Contractor shall provide mobile communication devices such that all Collection, Street Cleansing and Grounds Maintenance teams and Supervisors can communicate with the Contractor's operational office at all times whilst at work.

6.5 Information Technology (IT) and Management Information System (MIS)

- 6.5.1 The Contractor shall implement suitable and secure Information Technology (IT) systems and paperless Management Information System (MIS) by the First Services Commencement Date and Second Services Commencement Date (as applicable to each Authority).
- 6.5.2 The MIS shall act as the hub that stores all data relevant for the delivery, monitoring and performance of the Services and Contract and it shall measure, record and report data accurately and transparently for the day to day management of the Contract between the Contractor and the Authorities.
- 6.5.3 The Supervising Officer, Authorised Officers and other officers authorised by the Supervising Officer shall have unrestricted 24 hour access to the MIS and all information held on it through a secure web link which shall be compatible with the Authorities' IT systems.
- 6.5.4 The MIS shall meet the agreed open exchange information design and be capable of being accessed and utilised as intended by the Authorities' authorised users throughout the Contract Period, including in the event that the Authorities update their browsers.
- 6.5.5 The Contractor shall develop the MIS, data management and IT systems during the relevant Mobilisation Period in consultation with the Authorities and shall follow the Authorities data protection and information management policies as well as the legislative requirements in relation to information and data protection, security, integrity and audit.
- 6.5.6 The Contractor shall comply with the General Data Protection Regulation (EU) 2016/679 under the EU 1995 Data Protection Directive. The Contractor shall detail in his Contract Management Plan (Method Statement 2) how they will comply with these Regulations.
- 6.5.7 The Contractor shall host, maintain and upgrade such systems throughout the Contract Period with robust security, backup and contingency arrangements.
- 6.5.8 The MIS shall be capable of providing an auditable trail of the Services provided, and store and update at least, but not limited to, the following information:
- 6.5.8.1 Contractual information such as:
- Copy of the Contractor's relevant policies and measures (e.g. health and safety, quality management, environmental management);
 - Daily Reports;
 - Weekly Reports;
 - Monthly Reports;
 - Quarterly Reports;
 - Annual Reports; and
 - Staff and sub-contractor training records.
- 6.5.8.2 Service delivery information such as:

- Information required for preparing the Daily, Weekly, Monthly, Quarterly and Annual Reports;
- Health and safety incidents and investigation reports;
- Missed Collections record;
- Bulky Waste collection requests, payments and related records;
- Complaints and compliments received and status of actions taken regarding Complaints received;
- Number and address of households issued with notices for not complying with the Authorities' policy for Household Contract Waste presentation;
- Recyclables and Waste tonnages collected at the kerbside with sufficient details as required by the Authorities to meet its statutory reporting requirements including but not limited to WasteDataFlow, and to be able to submit accurate claims for recycling credits should cross boundary collections take place;
- CCTV footage and other images and videos from vehicles and Premises;
- Copies of weighbridge tickets;
- Data as per paragraph 7.2.4;
- Address of premises with restricted access for Collection Services;
- Work schedules and task completion logs for:
 - Litter and Detritus clearance;
 - Litter and dog bin emptying;
 - Litter and dog bin cleansing;
 - [REDACTED];
 - [REDACTED];
 - River bank cleansing;
 - Grounds Maintenance Services as detailed in Section 5 of this Authorities' Requirements (Schedule 2) including:
 - Grass cutting and maintenance;
 - Planting and plant maintenance;
 - Hedge maintenance;
 - Woodland management / maintenance;
 - Water courses / rivers, ditches / culverts, [REDACTED];
 - [REDACTED];
 - [REDACTED];
 - [REDACTED];
- Logs including locations of Litter and dog bins that have been repaired, removed or installed;
- Fly-tipping incidents and associated information including photographic evidence;
- Number and essential details of Fly-Posting and Graffiti incidents;
- Number and essential details of dead animals clearance incidents; and
- Clinical Waste and similar hazardous items removal incidents.

6.5.8.3 Performance information

- Performance reports in accordance with the Performance Management Framework (Schedule 4).

6.5.8.4 Payment information

- Invoices including supporting information; and
- Payment received for the collection of Bulky Waste.

6.5.8.5 Other information

- Up to date copies of the Contractor's health and safety management plans and risk assessments for Premises and operations (paragraph 5.1.6);
- Sub-contractor's records of Staff training, including the individual job instructions, safe working practices, statutory, trade and local Codes of Practice etc.;
- Up to date details of Household Contract Waste and Commercial Waste collection rounds and resources;
- Up to date details of street lengths;
- Up to date details of labour; and
- Up to date details of Plant including maintenance records.

6.5.9 The Contractor shall, throughout the Contract Period, maintain all records required by Legislation and shall accurately provide to the Authorities all such returns as may be required by Legislation or as the Supervising Officer and Authorised Officers may reasonably request from time to time.

6.5.10 The Contractor shall respond to any additional requests for information from the Supervising Officer and/or Authorised Officers within three (3) Working Days of receiving such requests. The Supervising Officer or Authorised Officers may request information through verbal or written means. The Contractor may respond to requests for information within an alternative period if agreed in advance with the Supervising Officer or Authorised Officers.

6.5.11 Where a Freedom of Information (FOI) request has been received by the Authority(ies), the Contractor shall support the Authority(ies) in responding to such requests.

6.5.12 The Contractor shall file all reports, records or notices required in an agreed standard format under any applicable environmental law including any handling of hazardous substances.

6.5.13 The contractor shall ensure that all telephone and broadband services are provided, as necessary, prior to the First and Second Services Commencement Dates (as applicable to each Authority).

6.6 Quality Management

6.6.1 The Contractor shall implement a Quality Management System (QMS) for the Contract from the respective Services Commencement Date and this shall be maintained throughout the Contract Period.

6.6.2 The QMS shall be accredited to ISO9001 or equivalent within twelve months of the respective Services Commencement Date, unless otherwise agreed by the Supervising Officer. The Contractor shall detail in his Contract Management Plan (Method Statement 2) how he will comply with this requirement.

6.7 Environmental Management

6.7.1 The Contractor shall implement an Environmental Management System (EMS) for the Contract from the respective Services Commencement Date and this shall be maintained throughout the Contract Period.

6.7.2 The EMS shall be accredited to ISO14001 or equivalent within twelve months of the respective Services Commencement Date, unless otherwise agreed by the Supervising Officer. The Contractor shall detail in his Contract Management Plan (Method Statement 2) how they will comply with this requirement.

6.8 Enforcement

- 6.8.1 The Contractor shall assist the Authorities in any enforcement activity relevant to the delivery of the Services.

6.9 Ad Hoc Tasks

- 6.9.1 The Authorised Officers shall be entitled to issue to the Contractor instructions in writing requiring the Contractor to provide ad hoc tasks for their respective Authorities and the Contractor shall co-operate to provide such ad hoc tasks in accordance with rates provided in Bill 7 – Dayworks and Rates of the Pricing Schedule (Schedule 6).
- 6.9.2 The Contractor shall be paid for the provision of ad hoc tasks in accordance with section 4.3 (Rates Payment) of the Payment Mechanism (Schedule 5).
- 6.9.3 Any changes or variations will be managed and paid in accordance with clause 33 of the main body of the Contract.

7 MONITORING AND REPORTING

7.1 General

- 7.1.1 The Contractor shall implement robust measures including IT and MIS as specified in paragraph 6.5 to promptly monitor, report and review the performance of each element of the Services in accordance with the Performance Management Framework (Schedule 4) and the Contractor's Contract Management Plan (Method Statement 2).
- 7.1.2 The Contractor shall familiarise himself with the specific data reporting requirements of the Authorities and shall develop systems that are fully capable of retrieving and reporting necessary data to satisfy the Authorities reporting and Contract management (e.g. performance management) obligations.
- 7.1.3 The Contractor shall agree the reporting requirements and templates with the Authorities during the respective Mobilisation Period. The reporting templates will be identical for all Authorities.
- 7.1.4 The Contractor shall provide any statistical information which the Authorities may reasonably require from time to time. The Authorities will give adequate notice of any requirement to allow sufficient time for the collection and analysis of data.
- 7.1.5 The system implemented by the Contractor shall accurately monitor and report his performance against the Performance Standards and resultant Performance Deductions in accordance with the Performance Management Framework (Schedule 4).
- 7.1.6 If the Contractor fails to comply with paragraphs 7.1.1 and 7.1.5, the Supervising Officer or respective Authorised Officer may apply Performance Failure Points in accordance with the Performance Management Framework (Schedule 4) and/or exercise its other rights under the Contract, including pursuant to clause 50.2 of the main body of the Contract.

7.2 Monitoring Requirements

- 7.2.1 The Contractor shall monitor all Services, Performance Standards and health and safety aspects and keep electronic copies of such monitoring records on the MIS.

- 7.2.2 The Contractor shall equip relevant Staff with tablet PCs or other suitable electronic equipment to enable electronic monitoring and reporting of Services information. The electronic equipment shall include cameras to provide, where required, record of Service provision.
- 7.2.3 Service delivery vehicles shall incorporate vehicle tracking and communication systems, such that the Contractor can locate and contact vehicles during operating hours.
- 7.2.4 The monitoring and reporting system implemented by the Contractor shall be capable of providing the following information as a minimum but not limited to:
- 7.2.4.1 Location of all mobile Plant;
 - 7.2.4.2 CCTV images at Premises;
 - 7.2.4.3 Progress made on collection rounds;
 - 7.2.4.4 Instances of Receptacles not presented by the householder;
 - 7.2.4.5 Collections rejected and reasons for rejection;
 - 7.2.4.6 CCTV images from collection vehicles, which shall be equipped with 360 degree camera systems;
 - 7.2.4.7 Street Cleansing Service work schedules and tasks progress; and
 - 7.2.4.8 Grounds Maintenance Service schedules and work progress.
- 7.2.5 Digital time and data enabled cameras, CCTV or similar devices shall be used to monitor activities on collection vehicles and Premises. Footage recorded from these devices shall be saved for a period as set by the Information Commissioner's Office (ICO) in accordance with best practice guidelines or legal requirements.
- 7.2.6 The monitoring systems shall be set up such that all monitoring data on the MIS are up to date at least by the end of each day or earlier.
- 7.2.7 The Contractor shall accurately monitor and record the following information as a minimum, to assist the Authorities with their monitoring and reporting obligations including those under, but not limited to, WasteDataFlow, Waste Duty of Care Code of Practice (March 2016), other relevant Legislation, policies, Guidance and their subsequent updates, additions or replacements:
- 7.2.7.1 Quantity of Household Contract Waste and Commercial Waste collected and managed;
 - 7.2.7.2 Quantity of Contract Waste collected broken down to source (e.g. household and commercial) and type (e.g. Dry Recyclables, Garden Waste, Residual Waste, Clinical Waste, Bulky Waste etc.);
 - 7.2.7.3 Number of Garden Waste collections undertaken;
 - 7.2.7.4 Number of Bulky Waste collections undertaken;
 - 7.2.7.5 Number of Clinical Waste collections undertaken;
 - 7.2.7.6 Number of Assisted Collections undertaken;

- 7.2.7.7 Type and number of Receptacles including sacks issued to household and commercial Customers including their addresses;
- 7.2.7.8 Quantity and percentage of Contract Waste deposited at the Designated Delivery Points;
- 7.2.7.9 Quantity and percentage of Bulky Waste Re-used, if applicable;
- 7.2.7.10 Street Cleansing Waste deposited for Recycling, treatment or disposal; and
- 7.2.7.11 Grounds Maintenance Waste deposited for Recycling, treatment or disposal.
- 7.2.8 Information recorded by the Contractor shall also include details of work schedules and the dates when specific work tasks have been completed.
- 7.2.9 The Supervising Officer and/or Authorised Officers may monitor the Contractor's performance including:
- 7.2.9.1 Random inspection of all aspects of Services carried out or specified;
- 7.2.9.2 Observation of Service delivery methods and assessment of compliance with agreed methods and systems of work including health and safety requirements;
- 7.2.9.3 Inspection of Plant and Premises (the Authorities shall be permitted to visit and/or inspect Premises at any time subject to compliance with relevant health and safety requirements, and carry out detailed inspections subject to prior notification to the Contractor by the Supervising Officer or Authorised Officers);
- 7.2.9.4 Inspection of all records kept by the Contractor;
- 7.2.9.5 Number and evaluation of Complaints;
- 7.2.9.6 Health and safety performance; and
- 7.2.9.7 Verification of performance recording and reporting of the Services.
- 7.2.10 The Authorities shall each only pay in respect of Services which, the Contractor proves to the satisfaction of the respective Authorised Officer, have been actually provided and for which the Authorities shall be obliged to make payments under the Contract. For clarity, each Authority shall pay the invoices applicable to the Services provided in their area, which shall be invoiced separately by the Contractor in accordance with the Payment Mechanism (Schedule 5).
- 7.2.11 Where problems with Collection, Street Cleansing or Grounds Maintenance Services persistently re-occur at particular locations, the relevant Authorised Officer shall require the Contractor to arrange for a supervisor to visit the location at or shortly after the time of Service provision and make a signed written report. Any such report shall include details of the location concerned, the date and time of inspection and the work undertaken. A copy of all such reports shall be forwarded to the Supervising Officer and relevant Authorised Officer as soon as possible and the original kept by the Contractor.
- 7.2.12 The Contractor shall permit the Supervising Officer, Authorised Officers or their Staff to have access at all times to Premises, facilities and records of the Contractor and, if so required shall ensure that officers, servants and agents give such information and other assistance to the Supervising Officer, Authorised Officer and their Staff to enable him to carry out his duties.

7.3 Daily Report

- 7.3.1 The Contractor shall report to the Supervising Officer and respective Authorised Officers by electronic means prior to 8.30am on each Working Day the following information as a minimum, which shall be accurately recorded and reported separately for each Authority:
- 7.3.1.1 Staffing levels and arrangements for dealing with any unforeseen shortage;
 - 7.3.1.2 Confirmation of availability of Premises or proposed contingency arrangements for dealing with availability issues;
 - 7.3.1.3 Plant breakdowns, if any, and arrangements for dealing with them; and
 - 7.3.1.4 Any issues which may lead to Service deterioration or loss of the required Performance Standards.
- 7.3.2 If the report provided to the Supervising Officer in accordance with paragraph 7.3.1 identified issues with regard to resourcing, Plant or availability, the Contractor shall provide further updates to the Supervising Officer and relevant Authorised Officer at 10.30am and 12.30pm.
- 7.3.3 The Contractor shall notify the Supervising Officer and relevant Authorised Officer immediately of any issues affecting Service provision even if they occur or emerge after the reporting timescale specified in paragraph 7.3.1 and provide regular updates during the Working Day as agreed with the Supervising Officer or Authorised Officer.
- 7.3.4 The Contractor shall provide by electronic means a Daily Report summarising relevant Service information for each Working Day in an agreed format to the Supervising Officer and each Authorised Officer by no later than 8am on the following Working Day.
- 7.3.5 The Daily Report shall comprise the following details as a minimum, but not limited to:
- 7.3.5.1 Number of non-compliance notes issued to household Customers (e.g. side waste, putting out Recyclables with contamination) and the address of those Customers;
 - 7.3.5.2 Receptacles not collected, reasons for non-collection and any remedial actions taken;
 - 7.3.5.3 Any areas or streets where scheduled collections have not been completed and reasons for non-completion;
 - 7.3.5.4 Damages caused to Receptacles, Authority Premises, properties or items and arrangements for rectifying them;
 - 7.3.5.5 Details of Complaints and compliments received;
 - 7.3.5.6 Details of reported Missed Collections;
 - 7.3.5.7 Confirmation of collection of reported Missed Collections;
 - 7.3.5.8 Number of Missed Collections reported in previous days which have not been rectified, reasons for delay and timescale for rectification;

- 7.3.5.9 Bulky Waste collections undertaken, missed or where no waste or unsuitable waste was presented;
- 7.3.5.10 Plant breakdowns and remedial measures undertaken;
- 7.3.5.11 Incidents of Premises not being available, the reasons why and preventative measures taken;
- 7.3.5.12 Records of health and safety incidents;
- 7.3.5.13 Staffing levels, absences and number of temporary or agency Staff utilised;
- 7.3.5.14 Copies of daily and planned Plant and Premises checks and outcomes;
- 7.3.5.15 Performance against Performance Standards;
- 7.3.5.16 Description of maintenance work undertaken;
- 7.3.5.17 Details of Fly-tipping incidents including number, size and type of item for input into 'Flycapture', the national web-based fly-tipping database, managed by the Environment Agency on behalf of the Department for the Environment, Food and Rural Affairs (DEFRA), location and any indication of the origin of the waste to support the Authorities' enforcement functions;
- 7.3.5.18 Clinical Waste incidents:
- 7.3.5.19 Summary of Street Cleansing Services undertaken;
- 7.3.5.20 Summary of Grounds Maintenance Services undertaken; and
- 7.3.5.21 Any other data required by the Authorities.

7.4 Weekly Report

- 7.4.1 The Contractor shall submit an electronic Weekly Report to the Supervising Officer and each Authorised Officer by 12 noon each Monday.
- 7.4.2 The Weekly Report shall summarise the Service delivery information for the preceding week and shall include the following as a minimum:
 - 7.4.2.1 A summary of the information provided in the Daily Reports;
 - 7.4.2.2 Number of Garden Waste collections undertaken;
 - 7.4.2.3 Number of Bulky Waste collections undertaken;
 - 7.4.2.4 Requests for Bulky Waste Collections and payments received;
 - 7.4.2.5 Number of Clinical Waste collections undertaken;
 - 7.4.2.6 Number of Assisted Collections undertaken;
 - 7.4.2.7 Number of Commercial Waste Collections completed (e.g. lifts);
 - 7.4.2.8 Type and number of Receptacles including sacks issued to Customers including addresses of the Customers;

- 7.4.2.9 Summary of Street Cleansing Services undertaken;
- 7.4.2.10 Summary of Grounds Maintenance Services undertaken;
- 7.4.2.11 Details of ancillary works undertaken; and
- 7.4.2.12 Any necessary temporary Service changes or implementation of contingency measures (as detailed in the Contractor's Contingency Plan) required for the subsequent week.
- 7.5 Monthly Report**
- 7.5.1 No later than the 5th Day of the following Contract Month, the Contractor shall submit a Monthly Report in an agreed format to the Supervising Officer and each Authorised Officer summarising, but not limited to, the following details as a minimum together with his invoice submitted in accordance with Clause 40 of the main body of the Contract:
- 7.5.1.1 Summary of health and safety incidents with supporting information on nature of incidents and preventative measures taken;
- 7.5.1.2 Quantity of Contract Waste collected at kerbside broken down to material type (e.g. Dry Recyclables, [REDACTED], Garden Waste, Residual Waste etc.);
- 7.5.1.3 Quantity of Bulky Waste and Clinical Waste collected;
- 7.5.1.4 Number of Garden Waste collections undertaken;
- 7.5.1.5 Number of Bulky Waste collections undertaken;
- 7.5.1.6 Number of Clinical Waste collections undertaken;
- 7.5.1.7 Number of Assisted Collections undertaken;
- 7.5.1.8 Quantity and percentage of Contract Waste sent to the Designated Delivery Points;
- 7.5.1.9 Quantity and percentage of Bulky Waste Re-used or Recycled, if applicable;
- 7.5.1.10 Type and number of Receptacles including sacks issued to Customers including their address;
- 7.5.1.11 Performance against Performance Standards, calculated Performance Deductions and preventative actions taken to deal with recurring Performance Standard Failures;
- 7.5.1.12 Total number of Complaints broken down into defined categories agreed with the Supervising Officer and Authorised Officers;
- 7.5.1.13 Summary of Fly-tipping incidents;
- 7.5.1.14 Summary of Street Cleansing Services undertaken;
- 7.5.1.15 Summary of Grounds Maintenance Services undertaken;
- 7.5.1.16 Summary of actions taken to resolve Complaints received;

- 7.5.1.17 Summary of compliments; and
- 7.5.1.18 All information necessary to analyse and audit the invoice, if not already provided in the invoice.
- 7.5.2 The Contractor's Monthly Report shall also include relevant data to fulfil the Authorities' reporting obligations for Contract Waste including WasteDataFlow and Waste Duty of Care Code of Practice (March 2016), other relevant Legislation, policy, Guidance and their subsequent updates, additions or replacements.
- 7.6 Quarterly Report**
- 7.6.1 The Contractor shall submit a Quarterly Report providing a Quarterly summary of the information specified in paragraph 7.5.2
- 7.6.2 The Quarterly Report shall be submitted to the Supervising Officer and each Authorised Officer by the 10th Working Day following the end of each Quarter in the format required by the Authorities.
- 7.7 Annual Report**
- 7.7.1 The Contractor shall provide the Supervising Officer and Authorised Officers with an Annual Report for the Contract Year completed, by the end of April of the subsequent Contract Year, containing the following information as a minimum in a format agreed by the Supervising Officer:
- 7.7.1.1 Confirmation of completing an annual review of the Contractor's Health & Safety Plan (Method Statement 3) with suggested amendments to improve performance, where identified;
- 7.7.1.2 Results of the annual inspections for maintaining Quality, Environmental and Health & Safety accreditations;
- 7.7.1.3 Summary of health and safety performance;
- 7.7.1.4 Summary of required updates to site and operational risk assessments including nature of incidents and preventative measures taken;
- 7.7.1.5 Agreed changes to the Method Statements during the completed Contract Year and proposed improvements for the subsequent Contract Year;
- 7.7.1.6 Annual Improvement Plan in accordance with clause 18 of the main body of the Contract;
- 7.7.1.7 Summary of the Staff, Plant and resources used on the Contract during the Contract Year and proposals for the subsequent Contract Year;
- 7.7.1.8 Summary of Complaints received and actions taken to resolve them;
- 7.7.1.9 Annual summary of Performance Standard Failures and Performance Deductions;
- 7.7.1.10 Income received from Customers availing Bulky Waste Collection Services;
- 7.7.1.11 Annual summary of Street Cleansing Service incidents and standards;
- 7.7.1.12 Annual summary of Grounds Maintenance Service incidents and issues;

- 7.7.1.13 Carbon footprint of the Services; and
- 7.7.1.14 The Contractor's contingency arrangements for the forthcoming Contract Year to ensure that delivery of the Services is maintained in accordance with the requirements of the Contract.
- 7.7.2 The Contractor shall develop and agree his Contingency Plan for Service delivery and continuity during the Mobilisation Period and shall update it at least annually or otherwise as required in the event that contingency arrangements change. Approval of the Contingency Plan by the Supervising Officer shall not diminish the Contractor's responsibility to comply with the requirements of the Contract.

8 CUSTOMER CARE

8.1 Customer Care Centre

- 8.1.1 The Contractor shall provide a Customer Care Centre (CCC) which shall include on-line booking systems and e-mail- and phone-based communication systems. The on-line booking and service communications webpage provided by the Contractor shall be dedicated to this Contract and be accessible to Customers through a link from the website of each Authority. The webpage shall be designed such that it presents joint working arrangements between the Contractor and Authorities to the Customers. The contents and design of the webpage shall be agreed with the Authorities during the respective Mobilisation Period. The structure of the website shall be subject to annual review and improvement by the Contractor. The website shall have a feedback page for Customer comments.
- 8.1.2 The CCC and the associated IT systems shall promote self-service options as the preferred method of service and allow all Service requests, failures, Complaints and comments relating to the Services to be recorded, acknowledged, responded to and followed up as appropriate by the Contractor, to the satisfaction and expectation of the Supervising Officer, Authorised Officers and Customers.
- 8.1.3 Customers shall be able to call the CCC (or access the dedicated webpage provided by the Contractor) to access a range of services including but not limited to:
- 8.1.3.1 Book and pay for Bulky Waste Collection Services;
- 8.1.3.2 Receive, record and respond to Service related queries (including Missed Collections), Complaints and compliments directly from Customers in an agreed format; and
- 8.1.3.3 Check Household Contract Waste Collection days.
- 8.1.4 The Contractor shall implement and maintain a high secure system in accordance with industry standards for the receipt of Customer payments (e.g. for Bulky Waste Collection) by online or over the phone. The Contractor shall ensure that Customers card or personal details are not accessible to his Staff, other than details essential for processing a Customer requested service payment or query, or potential hackers. The Contractor shall be solely responsible for any claims arising from insecure handling or storage of Customers bank, card or personal details.
- 8.1.5 The Contractor shall adequately resource the CCC with sufficient Staff trained in customer relations to meet service demands including seasonal peak volumes.

- 8.1.6 The Contractor shall take full advantage of developments in new technology in developing the CCC and the associated IT systems and shall develop new interfaces, upgrade software and undertake regular enhancements as required during the Contract Period. Any communications from the Contractor via social media shall be undertaken in accordance with a communications policy and protocol agreed with the Authorities.
- 8.1.7 The CCC shall achieve the following Performance Standards:
- 8.1.7.1 Answer 90% of calls within 20 seconds (e.g. four rings) – performance to be monitored daily;
- 8.1.7.2 Acknowledge all email or web based enquiries automatically (within 1 hour) – performance to be monitored daily;
- 8.1.7.3 Acknowledge all social media enquiries within 3 hours during the Working Day – performance to be monitored daily; and
- 8.1.7.4 Answer all letters, fully addressing all points raised, within 7 Working Days.
- 8.1.8 The Contractor shall acknowledge all Complaints within 24 hours of receipt of Complaints and investigate and take any remedial action within 3 Working Days of receipt of Complaints (unless shorter Rectification Periods apply as per the Performance Management Framework (Schedule 4)) and to the Customer's satisfaction in accordance with agreed policies.
- 8.1.9 For Complaints not remedied to the Customer's satisfaction within 3 Working Days, the Contractor shall update the Customer of the progress of their enquiry every 21 Days until remedied in accordance with agreed policies and to Customer's satisfaction. The time limit for remedying a Complaint shall be a maximum of 60 Days from acknowledgement.
- 8.1.10 The Contractor shall, from the respective Services Commencement Date, reduce the number of Complaints received year on year for each Authority.
- 8.1.11 The Contractor shall keep records of Customer Complaints and referrals to Ombudsman and inform the Authorities of such Complaints and referrals.
- 8.1.12 The CCC shall be available to accept calls from Customers from 8am to 6pm on Monday to Friday except on Public Holidays. The Contractor shall provide an answer service for requests and Complaints outside these hours or refer the Customers to the online portal for self-service.
- 8.1.13 The Contractor shall maintain records of all communications including calls received at the CCC and provide these records if requested by the Authorities. A call log covering relevant information including but not limited to the following shall be maintained and be available for the Authorities review:
- 8.1.13.1 Number of calls received;
- 8.1.13.2 Time and duration of each call;
- 8.1.13.3 Number of calls dropped; and
- 8.1.13.4 Purpose of each call (allocated against a category list mutually agreed with the Supervising Officer and with a unique reference number).

- 8.1.14 Customers shall be informed that calls received at the CCC may be recorded at the outset of each call. Such records shall be made available to the Supervising Officer or the respective Authorised Officer, where requested.
- 8.1.15 The Contractor shall:
- 8.1.15.1 Electronically record all communications;
 - 8.1.15.2 Assign unique reference number for each enquiry or complaint to enable tracking;
 - 8.1.15.3 Have systems in place to provide instructions remotely to operational Staff to resolve the enquiry;
 - 8.1.15.4 Record and track progress and time taken to resolve any reported issues; and
 - 8.1.15.5 Record actions taken in response to all Customer contacts.
- 8.1.16 The Contractor shall implement measures to overcome language barriers in accessing the CCC and associated IT systems.
- 8.1.17 The Contractor shall specify to the Supervising Officer and Authorised Officers a named individual and deputy who will be responsible for the CCC. If this named individual and deputy are absent for any reason, the Supervising Officer and Authorised Officers are to be electronically informed of the person responsible and be provided with that person's contact details.
- 8.1.18 All Complaints shall receive prompt, courteous and efficient attention by the Contractor. The format for Customer communications shall be agreed with the Supervising Officer during the Mobilisation Period and reviewed at least annually to make improvements from any lessons learned. The correspondences to Customers shall meet the Authorities' corporate standards.
- 8.1.19 Where on-site meetings are required to resolve Customer Complaints or issues, the Contractor shall undertake such meetings subject to completion of and adherence to appropriate risk assessments.
- 8.1.20 Upon resolution of a Complaint, the Contractor (in accordance with the customer complaints system of the respective Authority) shall contact the complainant and confirm whether they are satisfied with the outcome of their Complaint. If the Customer is not satisfied with the outcome, it shall be escalated and referred to the Authorised Officer.
- 8.1.21 If the Authorised Officer agrees that no further action is required to resolve the Complaint, he shall inform the Contractor of his decision and sign the final correspondence to the complainant. However, if further action is required in the Authorised Officer's opinion, the Contractor shall address and resolve the Complaint.
- 8.1.22 The Contractor shall maintain an electronic register of all Complaints received which shall record:
- 8.1.22.1 Reference number;
 - 8.1.22.2 Date and time of receipt of all Complaints;
 - 8.1.22.3 Source of Complaint (name and contact details of the complainant);

- 8.1.22.4 Address to which Complaint relates;
- 8.1.22.5 Nature of Complaint;
- 8.1.22.6 Action to be taken;
- 8.1.22.7 Date and time by which action will be taken;
- 8.1.22.8 Confirmation that action was taken as planned;
- 8.1.22.9 Name and job title of person taking details of Complaint; and
- 8.1.22.10 Date and time when the Complaint is fully rectified and closed.
- 8.1.23 Any Complaint received by the Authorities in respect of Service provision from any source which, in the opinion of the Authorised Officer or his nominees appears to be justified, will be advised in writing to the Contractor and the Contractor shall follow up such Complaints and resolve them.
- 8.1.24 Unresolved Complaints shall be investigated and in appropriate cases the performance provisions may be invoked.
- 8.1.25 The Contractor shall advise Customers reporting issues unrelated to the Service (e.g. vandalism) of the relevant contact numbers within the Authorities.

8.2 Customer Satisfaction Surveys

- 8.2.1 The Contractor shall undertake Customer satisfaction surveys for each Authority and at least on annual intervals.
- 8.2.2 The structure, contents and approach of the survey shall be agreed with the relevant Authorised Officers before conducting the surveys.
- 8.2.3 If in the Authority's reasonable opinion, the results of the Customer satisfaction survey disclose that the Services (including provision, performance or delivery of the Services), or any part may be improved then the Authority may require that the Contractor include proposals to implement the necessary improvements as part of the Annual Services Improvement Plan.

9 COMMUNITY ENGAGEMENT AND SERVICE PROMOTION

- 9.1.1 The Authorities shall lead on Services communications, publicity, educational and promotional schemes to Customers and the Contractor shall support the Authorities on such communication campaigns where requested.
- 9.1.2 The Contractor shall at the request of the Supervising Officer provide, at no additional cost, suitably qualified and competent Staff to assist with community engagement and Service promotion activities including the following:
 - 9.1.2.1 Education;
 - 9.1.2.2 Attendance at public events;
 - 9.1.2.3 Marketing and communications;
 - 9.1.2.4 Participation and contamination surveys; and

- 9.1.2.5 Any other relevant promotions deemed appropriate by the Supervising Officer.
- 9.1.3 If the Contractor wishes to undertake active direct promotion of the Services, the Contractor must first obtain written Approval of the Supervising Officer before any form of direct active promotion of Services is undertaken with householders or others. Any such promotion shall be undertaken utilising the Contractor's Staff already employed on the Contract or through the Contractor's corporate support functions.
- 9.1.4 The Contractor shall assist, contribute to, and support where instructed by the Supervising Officer with any technical surveys or other work associated with the collection of data or information relating to the Services (e.g. waste composition analysis or participation surveys etc.).

10 METHODS OF WORKING

10.1 General

- 10.1.1 The Method Statements provided in Schedule 3 shall be living documents and the Contractor shall update them for each Service change agreed with the Supervising Officer and relevant Authorised Officer and submit the updates for his Approval within two weeks of agreeing a change.
- 10.1.2 The Contractor shall review the Method Statements at least on the anniversary of the relevant Services Commencement Date and update as required to reflect changes including Contract variations in consultation with the Supervising Officer and relevant Authorised Officer.
- 10.1.3 The Contractor shall notify the Authorities no later than two months before the relevant Services Commencement Dates, or a date agreed with the Supervising Officer, of any changes to the Method Statements submitted with the Final Tender. If changes are proposed, the Method Statements shall be amended and submitted within the above timescale to the Supervising Officer and Authorised Officers for Approval. The Approval of the amended Method Statements does not however remove the Contractor from any Contractual responsibilities.
- 10.1.4 Variations to the Method Statements will only be permitted subject to the prior Approval of the Supervising Officer and relevant Authorised Officer. Failure to seek Approval before a variation is implemented shall be deemed a Contractor Default for potential Termination under clause 50.2.1.a of the main body of the Contract.
- 10.1.5 The Authorities give no guarantee or undertaking as to the quantity or composition of the Contract Waste. The Contractor shall accept and make provision for potential changes in quantity and composition of the Contract Waste over the Contract Period.
- 10.1.6 The Authorities may undertake waste composition analyses from time to time at their own cost. The Contractor shall co-operate with the Authorities, as directed by the Supervising Officer, in undertaking these analyses.
- 10.1.7 Services shall be delivered in a clean and tidy manner at all times and with minimum disruption and noise to residents.
- 10.1.8 Contract Waste shall not be stored in vehicles overnight.

- 10.1.9 Service delivery arrangements that impair safe working arrangements or give rise to nuisance or damage to private property or inconvenience to residents shall be unacceptable.
- 10.1.10 The Contractor shall, at the direction of the Supervising Officer and/or Authorised Officer, investigate all unacceptable methods reported to the Supervising Officer and/or Authorised Officers and, if appropriate, shall discipline any member of Staff undertaking such methods or any dangerous practice.
- 10.1.11 The Contractor shall be responsible for the operation, maintenance and monitoring of the Premises during the Contract Period in accordance with this Contract and this shall include:
- 10.1.11.1 Operate and maintain the Premises in accordance with the respective planning conditions, Environmental Permits / licences and necessary consents;
- 10.1.11.2 Obtain and maintain any planning consents / conditions, Environmental Permits / licences or any other such permissions / certifications necessary for delivering the Services;
- 10.1.11.3 Comply with the Leases or licences of the Authority Premises;
- 10.1.11.4 Equip the Premises with all Plant necessary for the delivery of the Services prior to or on the Services Commencement Date and detail this provision in a report to the Authorities; and
- 10.1.11.5 Return the Authority Premises to the respective Authority at the end of the Contract Period in accordance with the Leases or licences.
- 10.2 Ownership of Contract Waste**
- 10.2.1 The ownership of all Contract Waste will stay with the Authorities until they are deposited at Designated Delivery Points by the Contractor. The Contractor will have shared ownership and primary duty of care for the Contract Waste once collected and until deposited at the Designated Delivery Points.
- 10.3 Staff**
- 10.3.1 The Contractor shall provide and manage Staff in accordance with clause 24 of the main body of the Contract.
- 10.3.2 The Contractor's Plant & Resourcing Plan (Method Statement 6) shall detail the Staff resources to be made available for the Contract. The Plant & Resourcing Plan must have in-built flexibility to respond to varying Service demands, emergencies and seasonal fluctuations that can be reasonably expected for the Services.
- 10.3.3 The Contractor shall comply with all statutory obligations and best practice guidelines in relation to diversity, equality and equal opportunities such as they relate to public sector organisations.
- 10.3.4 The Contractor shall pay high regard to the health, safety, welfare, education and development of Staff in relation to all aspects of the Services.
- 10.3.5 The Contractor shall employ Staff with adequate and appropriate certificates of technical competence or similar. The Contractor shall detail Staff training and

minimum qualifications and experience in his Plant & Resourcing Plan (Method Statement 6).

- 10.3.6 Vehicle drivers employed by the Contractor shall hold a Certificate of Professional Competence (CPC), which shall be retained throughout the Contract Period.
- 10.3.7 The Contractor warrants and represents that all Staff assigned to the performance of the Services shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Services.
- 10.3.8 The Contractor shall maintain up to date and full records of Staff training and safe methods of work employed.
- 10.3.9 Staff of the Contractor and any sub-contractors, including those employed on a temporary or agency basis, shall receive appropriate and relevant induction training including on Equality and Diversity before commencing any operational activities.
- 10.3.10 Further training shall be given at regular intervals in accordance with good management practice, including customer care to ensure that all Staff can be good ambassadors for the Authorities. All costs arising from such training will be deemed to have been included in the Contractor's tender.
- 10.3.11 The Contractor shall ensure that the all Staff engaged on the Contract show respect and responsibility for the people within the communities that they are operating in and that they act as ambassadors of the Authorities.
- 10.3.12 The Contractor shall implement and enforce a robust policy to prevent Staff from requesting, soliciting or acting in such manner as to induce payment in cash or in kind for any work to be carried out in accordance with the Contract; to remove or take items collected for personal gain; nor allow Staff to accept any gratuity offered in such circumstances

10.4 Clothing and Identification

- 10.4.1 The Contractor shall ensure that all Staff, including supervisory Staff, shall at all times be properly attired and presentable in appropriately identifiable, functional, protective and smart clothing approved by the Supervising Officer.
- 10.4.2 Each member of Staff shall be issued with sufficient sets of suitable clothing to allow them to look clean and tidy when delivering the Services.
- 10.4.3 No clothing shall bear any commercial advertising of any sort other than the name and logo of the Contractor and text relating to the functions of the Authorities as agreed by the Supervising Officer.
- 10.4.4 The Contractor shall ensure that all Staff wear the appropriate personal protective equipment (PPE) for their role under the Contract. The uniform for Staff engaged in work on highways shall comply with the New Road and Street Works Act 1991, EN 471 Garment Classification, appropriate to where the tasks are being performed.
- 10.4.5 The Contractor shall ensure that all Staff, including supervisory Staff and sub-contractor Staff are issued with identity cards which shall have a photograph of the individual together with their name and Staff number (if applicable) indicated thereon.

- 10.4.6 The cards must be displayed at all times except when the performance of a particular work activity clearly prevents such display, at which times the cards need only be carried. All reasonable steps shall be taken to ensure that Customers are made aware of the identity including name of all such Staff if entering property / premises.

11 SERVICE SCHEDULE

11.1 Schedules

- 11.1.1 During the respective Mobilisation Period, the Contractor shall agree with the Supervising Officer and Authorised Officers:

- 11.1.1.1 The schedule of Recyclables and Waste Collection rounds, routes and sequence of work for each collection team; and

- 11.1.1.2 The schedule of Street Cleansing Services delivery; and

- 11.1.1.3 The schedule of Grounds Maintenance Services delivery.

- 11.1.2 The Contractor's first set of Collection Services routing data, Street Cleansing Services schedule and Grounds Maintenance Services schedule shall be provided to each Authority no later than 3 months prior to the respective Services Commencement Date.

- 11.1.3 At the beginning of each day the Contractor shall electronically record the registration number of every vehicle being used in the performance of the Services together with a reference to the round or schedule to which they have been allocated, where applicable (e.g. Collection Services).

- 11.1.4 The Contractor shall also electronically record the labour resources that will provide the Services that day.

- 11.1.5 For Collection Services, the Contractor shall also supply electronically a list of all roads and where necessary, individual properties within the Authorities boundaries, in alphabetical order showing the relevant collection team and day. For Street Cleansing and Grounds Maintenance Services, the Contractor shall identify the Street Cleansing Area and Grounds Maintenance Site, respectively that will be covered on that day and crew information. The format of the list shall be previously agreed with the Supervising Officer and Authorised Officers.

- 11.1.6 When planning Service schedules, the Contractor shall recognise peak hour traffic patterns (including those associated with schools), seasonal tourist effects and major events and, if instructed by the Supervising Officer and/or Authorised Officers, amend his schedules accordingly at his own cost.

11.2 Alterations to Schedules

- 11.2.1 If the Contractor wishes to revise his schedules to provide operational efficiencies, he shall inform the Supervising Officer and relevant Authorised Officer of his proposals in writing.

- 11.2.2 The Supervising Officer shall respond to the Contractor's proposal with a decision to accept or reject in whole or in part the rescheduling and instruct the Contractor of the effective date of such rescheduling.

- 11.2.3 The Contractor shall be responsible for informing household Customers of any agreed changes to collection schedules at his own cost.
- 11.2.4 If Service changes are implemented due to Changes or other requests issued by the Authorities, the Contractor shall not be responsible for the Authorities' costs for communicating such changes to Customers.
- 11.2.5 The Contractor shall not make any alteration to the collection rounds, routes or working schedules without the prior Approval of the Supervising Officer and relevant Authorised Officer, unless it is to deal with unforeseen temporary issues such as road closures or traffic incidents.

12 TRAFFIC MANAGEMENT

12.1 Obstruction - Contractors Vehicles

- 12.1.1 The Contractor shall carry out Services in such a way as to minimise unreasonable obstruction to the flow of traffic and Collection and Street Cleansing Services vehicle drivers shall make every effort to allow cars and other vehicles to pass, where it is safe to do so. The Contractor shall issue instructions to drivers consistent with these requirements.
- 12.1.2 Contractor's vehicles shall not be driven or parked in such a way that they cause unnecessary or unreasonable obstruction or nuisance to pedestrian or vehicular movement, mount kerbs or drive over footways, or contravene traffic regulations.
- 12.1.3 Vehicles shall be parked off the public highway when not in use.

12.2 Parked Vehicles

- 12.2.1 On occasions, parked vehicles could obstruct certain roads within the Authorities boundaries. The Contractor's sums or unit rates in Bills 1 to 6 of the Pricing Schedule (Schedule 6) shall take into account all necessary arrangements for carrying out the Services in such circumstances, including any necessary return visits.
- 12.2.2 If parked vehicles restrict vehicular access for Collection Services, the Contractor shall take all reasonable measures to collect Recyclables and Waste on the Scheduled Collection Day. Where Receptacles are not collected on the Scheduled Collection Day for reason of restricted access by parked vehicles, the Contractor shall inform the Authorities through the Daily Report mechanism and collect them on the following Working Day.
- 12.2.3 Where parked vehicles restrict access on a regular basis, the Contractor shall advise the Authorised Officer accordingly, where possible with photographic evidence.
- 12.2.4 There are many rural roads with limited carriage widths and turning points. The Contractor shall familiarise itself with the layout and width of roads and streets to be covered by the Services and the customary daytime parking practices and shall provide vehicles appropriate to the circumstances. A schedule of roads where access difficulties may be encountered for Authorities [REDACTED] is provided, for information, at Appendix 2. Tendered rates in Bills 1 to 6 of the Pricing Schedule (Schedule 6) shall include for making all necessary arrangements to carry out the Services in such circumstances.

12.3 Road Works and Closures

- 12.3.1 The Contractor shall familiarise himself with road works and road closures that might affect the Services and be responsible for delivering the Services in a timely manner.
- 12.3.2 Temporary or prolonged road works or closures shall not preclude the Contractor from carrying out the Services in a timely manner. In the event of prolonged road closures, the Authorities and the Contractor acting reasonably shall agree measures to mitigate the impact of road works or closures. When road works or closures are concluded, the Contractor shall complete affected Services including Collection Services in a timely manner (see paragraph 22.8.1) at its own cost and with no recourse to the Authorities.

13 DAMAGE**13.1 Re-usable Receptacles**

- 13.1.1 When a re-usable Receptacle (e.g. wheeled bin or caddy) is reported damaged or lost by a Customer, the Contractor shall inform the relevant Authorised Officer and deliver replacement Receptacles if instructed by the relevant Authorised Officer.

13.2 Highways and Pavements

- 13.2.1 The Contractor shall take all reasonable precautions against damage to highways, pavements, street furniture and other objects during the execution of any of the Services contained in this Contract. In the event that damage is caused to the highway or street furniture by the Contractor, the Contractor shall be liable for all costs associated with its repair or reinstatement.

13.3 Private Property

- 13.3.1 The Contractor shall ensure that his Staff do not climb walls, fences, etc. or cross private gardens, grounds, etc. to effect short cuts.
- 13.3.2 Any allegations about damage caused by the Contractor shall be immediately investigated by the Contractor and he shall inform the Authorities of such allegations, findings and remedial actions taken through the Daily Reports.
- 13.3.3 Within five Working Days of receiving an allegation, the Contractor shall reply to the correspondent acknowledging receipt and describing the findings of his initial investigation and e-mail a copy of this reply to the Supervising Officer and relevant Authorised Officer.
- 13.3.4 Thereafter, the Contractor shall write (in either electronic or paper format) to the correspondent at least every two months giving details of any further investigations and the progress of any claim until settled. Copies of all such correspondence shall be passed to the Supervising Officer and relevant Authorised Officer.

14 EMERGENCY WORK

- 14.1.1 The Contractor shall support the emergency plans and response of the each of the Authorities and, as directed by the Supervising Officer, redeploy resources and/or suspend Services to support the response to emergencies (e.g. flooding, civil emergencies).

- 14.1.2 The provision of Plant and resources by the Contractor to deal with Authorities' unforeseen civil and local emergencies will be paid in accordance with the Daywork Rates in Bill 7 of the Pricing Schedule (Schedule 6).

15 SERVICE CONTINUITY ARRANGEMENTS

- 15.1.1 The Contractor shall design, maintain and, where necessary, implement Service continuity measures for the Contract for the delivery of each element of the Services, including, where relevant and as a minimum:
- 15.1.1.1 Failures of Plant, supplies, its supply chain or Services;
 - 15.1.1.2 Disruption to Services for any reason including exceptionally inclement weather including snow, flooding and other extreme weather;
 - 15.1.1.3 Inaccessibility to Premises or Designated Delivery Points;
 - 15.1.1.4 Civil emergency or unrest, energy failure, fuel shortages or industrial action; and
 - 15.1.1.5 Failure of MIS and IT.
- 15.1.2 The Contractor shall reconfirm or advise of any changes to the Service continuity measures by no less than two months before the respective Services Commencement Date.
- 15.1.3 The Contractor shall review the Service continuity measures regularly, and not less than annually, and in addition, particularly following the occurrence of any event that requires the Service continuity measures to be implemented. The Contractor shall update Service continuity measures as necessary so as to ensure that they correspond to developments and/or changes in risks and circumstances. Any amendments to the Service continuity measures shall be approved by the Supervising Officer and respective Authorised Officer.

16 ADVERSE WEATHER CONDITIONS

- 16.1.1 The Contractor and the Authorities shall develop a plan for managing Services delivery during adverse weather conditions by taking into account the principles set in this paragraph 16. This plan shall be developed and agreed during the Mobilisation Period.
- 16.1.2 The Supervising Officer, in consultation with the relevant Authority, shall have the authority to suspend all or part of the Services in the event of adverse weather. In reaching this decision, the Supervising Officer will take into account the prevailing conditions and the views of the Contractor.
- 16.1.3 Both the Contractor and Authorities shall work together to provide notices for Service change in the event of adverse weather on Authorities and/or Customer Care Centre websites. The Supervising Officer and Contract Manager shall agree the detail of such notices prior to publication.
- 16.1.4 Where Services have been suspended in part or full, the Contractor and the Supervising Officer and relevant Authorised Officers shall remain in constant dialogue and shall agree on a daily basis the need to continue with the suspension, until such time as it is lifted by the Supervising Officer.
- 16.1.5 Following receipt by the Supervising Officer of notification from the Contractor of the date by which he expects to return to scheduled working following a disruption

to work as a result of adverse weather conditions, the Supervising Officer shall (in writing by 10.00 hours on the following Working Day) either approve the date or instruct the Contractor to return to scheduled working on an earlier date, the earliest being the following Working Day.

- 16.1.6 Following receipt of such Approval or instruction the Contractor shall prepare a plan for clearing the backlog of work and return to scheduled working patterns as a priority (including weekend working) and the plan shall be submitted to the Supervising Officer as soon as possible.
- 16.1.7 No additional payments shall be made to the Contractor in respect of any additional expenses he may incur in complying with this requirement.
- 16.1.8 The Supervising Officer shall arrange the publicising of adjustment to schedules resulting from adverse weather conditions which will require notification of the public through the Contract website. If leaflets are required to inform Customers of Service changes due to adverse weather, the Authorities shall manage such communications and associated costs.

17 PLANT

17.1 Provision of Plant

- 17.1.1 The Authorities will fund the purchase of all Authority Plant required to deliver the Services, as identified by the Contractor within Bill 6 of the Pricing Schedule (Schedule 6). All other Plant required to deliver the Services shall be provided by the Contractor and costs included within the relevant bill items of the Pricing Schedule (Schedule 6).
- 17.1.2 All Authority Plant provided by the Contractor shall be completely new and unused prior to its introduction for Service delivery.
- 17.1.3 All Plant, with the exception of those items of Plant required as replacement or to cater for additional growth in Service, shall be provided on the relevant Services Commencement Date. Where items of Authority Plant required for Service delivery from the First Services Commencement Date are not available on that date, e.g. due to supply chain constraints, the Contractor shall source the required items of Plant ("the Alternative Plant") from other sources (e.g. hire), until the items of Authority Plant become available, which shall not be later than the Second Services Commencement Date. The Alternative Plant does not have to be brand new and it shall not bear any branding or messages not approved by the Supervising Officer. The Alternative Plant shall be capable of delivering Services in accordance with the Authorities' Requirements.
- 17.1.4 The Authorities will pay costs up to the amount specified in Bill 6.4 of the Pricing Schedule on production of valid invoices from suppliers of Alternative Plant. The Contractor will be responsible for paying costs above the amount specified in Bill 6.4 for the provision of Alternative Plant.
- 17.1.5 The Contractor shall maintain all vehicles and Plant, including Alternative Plant, in accordance with Schedule 8 (Assets) for the effective performance of the Services included within this Authorities' Requirements. The Contractor shall detail the Plant to be provided to deliver the Services in his Plant & Resourcing Plan (Method Statement 6).

- 17.1.6 The Contractor shall note that no Plant will be transferred from the Authorities to the Contractor on the Services Commencement Date other than those specified in Schedule 8 (Assets).
- 17.1.7 The Contractor shall, from the Services Commencement Date, utilise vehicles and Plant that are of a suitable type and condition, fit for purpose, safe in use, properly maintained and conform to all relevant Legislation and BSI or equivalent European standards. The Contractor shall determine the type of vehicles and Plant to be used in order to achieve the specified Performance Standards.
- 17.1.8 The Contractor shall give full details of all Plant hired in connection with this Contract, if applicable, including full details of the agreement for hire.
- 17.1.9 The Contractor shall adequately maintain and replace Plant as necessary throughout the Contract Period.
- 17.1.10 Vehicles used on the Contract shall comply with all relevant Legislation and in particular be of a design which is entirely suitable for the performance of the Contract.
- 17.1.11 The Contractor shall ensure that:
- 17.1.11.1 Colour reversing cameras and reversing alarms are fitted to and operated on all vehicles as a health and safety aid;
- 17.1.11.2 Mirrors for monitoring cyclists and side guard protection are provided on all vehicles;
- 17.1.11.3 Cameras are provided on vehicles for 360° view of Collection Services;
- 17.1.11.4 All vehicles have GPS location devices;
- 17.1.12 The Contractor shall ensure an adequate level of reserve (spare) Plant is available at all times. The lack of suitable Plant shall not be considered as a reason for non-performance of the requirements of the Contract.
- 17.1.13 The Contractor shall have contingency arrangements in place for unplanned Plant breakdown.
- 17.1.14 The Contractor shall be responsible for the provision and costs of fuel used in all Plant utilised in delivery of the Services.
- 17.1.15 The Contractor shall at all times be fully responsible, including the costs, for licensing, maintaining, taxing and insuring all Plant employed in the performance of the Contract.
- 17.1.16 The Contractor shall operate all vehicles in accordance with his Operator's License.
- 17.1.17 Fire extinguishers shall be fitted in all vehicles and all crews shall be trained in their use.
- 17.1.18 The Contractor shall specify the working life of each type of Plant in his Plant & Resourcing Plan (Method Statement 6).
- 17.1.19 The Contractor shall not operate Plant in excess of their agreed life for the performance of any part of the Contract, unless agreed with the Authorities.

- 17.1.20 The Authorities shall control the advertising on all vehicles and the branding of Services on the vehicles shall be agreed with the Supervising Officer during the Mobilisation Period in accordance with clause 37 of the main body of the Contract. The Contractor shall cause all vehicles to bear such words, devices or insignia as agreed with the Supervising Officer to distinguish such vehicles employed under the Contract.
- 17.1.21 Advertising shall be in English and contain the Authorities' logos. No vehicle, including Alternative Plant, shall bear any advertising matter of any sort or other logos or messages without the prior written consent of the Supervising Officer.
- 17.1.22 Information about each vehicle used in carrying out the Contract together with details of make, model and registration number shall be provided to the Supervising Officer at the end of each Contract Year.

17.2 Maintenance

- 17.2.1 The Contractor shall detail arrangements for dealing with planned and unplanned maintenance in his Maintenance Plan (Method Statement 7).
- 17.2.2 This shall include an Annual Maintenance Plan together with details of maintenance facilities and resources to be utilised. The Contractor shall engage such suitably trained and qualified Staff to maintain vehicles either directly or through a sub-contractor.
- 17.2.3 At all times the Contractor shall, at his own expense, keep all Plant employed in the performance of the Services in good and serviceable repair and in such condition as is commensurate with the proper performance by the Contractor of his obligations under the Contract.
- 17.2.4 The Contractor shall ensure that all Plant is serviced, maintained or adapted in accordance with manufacturers' or suppliers' schedules as issued from time to time in accordance with relevant road traffic regulations. The Contractor shall ensure that he or his sub-contractors carry such supplies or spares to ensure there is no undue delay in returning vehicles to the Services following maintenance or MOT.
- 17.2.5 All vehicles used in the delivery of the Services shall be washed by the Contractor on at least a weekly basis throughout the Contract Period.
- 17.2.6 The Contractor shall at all times permit the Supervising Officer and/or Authorised Officers access to all vehicles employed for the purposes of this Contract. The Supervising Officer and/or Authorised Officers shall be entitled to serve upon the Contractor, a notice in writing requiring the Contractor to keep any vehicle in such condition as is required. The Contractor shall forthwith upon receipt of such notice cause all necessary works to be carried out to comply with such notice. In the event of the Contractor failing to carry out such works, the Supervising Officer and/or Authorised Officers shall be at liberty to require the Contractor to cease use of any vehicle on works under this Contract.

17.3 Overloading

- 17.3.1 The Contractor shall not permit any item of Plant to carry a weight above that legally prescribed for that item of Plant.
- 17.3.2 Where the Supervising Officer or an Authorised Officer suspects that a vehicle is overloaded he shall have the right, at the Contractor's expense (only if the vehicle

is found to be overweight, otherwise this will be at the Authorities' expense), to direct the vehicle to a suitable weighbridge for weighing prior to the discharge of its load.

18 PREMISES MANAGEMENT

18.1 Premises

18.1.1 The Authorities have made available the following depots to the Contractor for the provision of Services:

18.1.1.1 [REDACTED]

18.1.1.2 Depot at Unit F, 9 Rash's Green, Dereham;

18.1.1.3 Depot at 22 Roman Way, Thetford; and

18.1.1.4 [REDACTED]

18.1.2 The Contractor may propose other premises in addition or as replacement to the above depots. Such additional or replacement premises shall have necessary consents to perform delivery of Services and will become Contractor Premises subject to the Authorities' Approval.

18.1.3 The Contractor shall be responsible for the management and maintenance of Premises during the Contract Period in accordance with this Contract, including clause 28 of the main body of the Contract and the requirements of the respective Leases, Licences and other relevant Consents.

18.1.4 The Contractor shall have full access to and control of the Premises to enable delivery of Services including parking of vehicles.

18.1.5 The Contractor shall secure and maintain all storage areas for the storage of Plant, equipment and materials.

18.1.6 The Contractor shall manage the depots so that vehicles can be parked up overnight, and there is adequate space for the parking of Staff and visitor vehicles during the day. The Contractor must ensure that no vehicles are parked on the road at any time.

18.1.7 The Contractor shall, at his own expense, keep the Premises well maintained and in a clean and presentable manner at all times.

18.1.8 The Contractor shall detail arrangements for dealing with planned and unplanned maintenance to Premises in his Maintenance Plan (Method Statement 7). This shall include an Annual Maintenance Plan for the Premises together with details of maintenance facilities and resources to be utilised.

18.1.9 The Contractor shall manage and operate the Premises in accordance with the relevant Environmental Permits and all necessary consents.

18.1.10 The Contractor shall design and install fire mitigation measures at Authorities Premises, if required, to comply with the Environment Agency's regulations and Guidance of fire prevention and mitigation. The Contractor shall obtain all necessary consents and Approval for the implementation of such fire mitigation measures.

18.2 Weighbridge Information

- 18.2.1 Weighbridge facilities are provided by the Waste Disposal Authority at Designated Delivery Points. The Contractor shall adhere to the requirements of all weighbridge procedures and ensure that all relevant weighbridge records applicable to vehicles carrying Contract Waste are obtained from Designated Delivery Points and maintained during the Contract Period.
- 18.2.2 Not less than two weeks before the relevant Services Commencement Date, and if necessary during the Contract Period if a replacement vehicle is to be used, the Contractor shall immediately provide the Supervising Officer and relevant Authorised Officer with the following information (in electronic format) for all vehicles that will be used to transport Contract Waste:
- 18.2.2.1 Registration number;
 - 18.2.2.2 Vehicle description;
 - 18.2.2.3 Maximum gross weight;
 - 18.2.2.4 Tare weight; and
 - 18.2.2.5 Age.
- 18.2.3 The driver of each Contract Waste delivery vehicle shall be required to sign a weighbridge docket certifying delivery of each load. The docket shall be electronically generated from the weighbridge system and include the following minimum information:
- 18.2.3.1 Serial number of the docket;
 - 18.2.3.2 Date;
 - 18.2.3.3 Time of weighing on entry to the site;
 - 18.2.3.4 Time of weighing on exit from the site;
 - 18.2.3.5 Vehicle registration;
 - 18.2.3.6 Operators name;
 - 18.2.3.7 Type of material;
 - 18.2.3.8 Gross, tare and net weight; and
 - 18.2.3.9 Statement certifying that the delivery vehicle contains materials collected solely on behalf of the Authorities. Each individual load must be identified.
- 18.2.4 The Contractor shall ensure that the driver of the delivery vehicle checks the above details before signing the docket.
- 18.2.5 Copies of weighbridge dockets shall be electronically available to the Supervising Officer and Authorised Officers.
- 18.2.6 The Contractor shall calculate the sum total weight of each category of Contract Waste on a monthly basis.

18.3 Fuel Supply

- 18.3.1 The Contractor shall ensure that he has appropriate plans and contingency arrangements for maintaining adequate supplies of fuel at all times during the Contract Period.

19 DESIGNATED DELIVERY POINTS

- 19.1.1 Unless the Contractor is instructed otherwise by the Supervising Officer, the Contractor shall deposit all Contract Waste at the following Designated Delivery Points.

| Waste Type | Contract Area | Designated Delivery Point |
|--|----------------------------|--|
| Dry Recyclables | | |
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| | | |
| | Breckland District Council | FCC Transfer Station, Unit 3 Airfield Ind Est, Shipdham, Thetford IP25 7SD; and FCC Transfer Station, 17 Burrell Way, Thetford, Norfolk IP24 3RW |
| Garden Waste (including similar segregated waste from Grounds Maintenance Services) | | |
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| | | |
| | | |
| | Breckland District Council | At a site (yet to be confirmed) within 7.5 miles of the boundary of the district OR a composting facility sourced by the Contractor (Authority to confirm the preferred option by the Contract Start Date) |

| Waste Type | Contract Area | Designated Delivery Point |
|--|----------------------------|---|
| Residual Waste / Non-segregated and non-Bulky Waste from Street Cleansing and Grounds Maintenance Services | | |
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| | | |
| | Breckland District Council | FCC Transfer Station, Unit 3 Airfield Ind Est, Shipdham, Thetford IP25 7SD; and FCC Transfer Station, 17 Burrell Way, Thetford, Norfolk IP24 3RW |
| Bulky Waste (Re-use / Recycling) | | |
| | | |
| | Breckland District Council | Contractor to provide, if feasible |
| Bulky Waste | | |
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| | | |
| | Breckland District Council | FCC Transfer Station, Unit 3 Airfield Ind Est, Shipdham, Thetford IP25 7SD; and FCC Transfer Station, 17 Burrell Way Thetford Norfolk IP24 3RW |
| Clinical Waste | | |
| | | |
| | Breckland District Council | Contractor to provide |
| Hazardous Waste (incl. from Street Cleansing and Grounds Maintenance Services) | | |
| | | |
| | | |
| | Breckland District Council | Contractor to provide |

| Waste Type | Contract Area | Designated Delivery Point |
|-----------------------|----------------------------|---------------------------|
| | | |
| | | |
| Dead Animals Disposal | | |
| | Breckland District Council | Contractor to provide |
| Storage of dead pets | | |
| | Breckland District Council | Contractor to provide |

- 19.1.2 The Authorities or Norfolk County Council, being the Waste Disposal Authority, reserve the right to amend the Designated Delivery Points specified in 19.1.1. Costs impacts (increase or decrease) from such changes shall be separately agreed with the Contractor in accordance with the rates provided in Bill 7 of the Pricing Schedule (Schedule 6). The Contractor shall also be permitted to propose alternative bulking locations if it can demonstrate efficiencies for the Authorities.
- 19.1.3 Norfolk County Council (as the Waste Disposal Authority) or the Authorities shall be responsible for the payment of disposal charges for Contract Waste except where the Contractor is responsible for providing Designated Delivery Points (e.g. Clinical Waste) and claims made as per paragraph 22.4.5. Where the Contractor is responsible for providing Designated Delivery Points, his cost of providing such delivery points shall be included in the relevant bill items of the Pricing Schedule (Schedule 6).
- 19.1.4 The Contractor shall comply with all requirements imposed by the Waste Disposal Authority regarding the acceptance of Contract Waste at Designated Delivery Points. The Contractor shall plan his operations so that acceptance is made within the hours set by the Waste Disposal Authority or their approved agent.
- 19.1.5 The Contractor shall convey all collected Clinical Waste to a site operated by a specialist contractor, approved by the Waste Disposal Authority or its approved agent for the disposal of Clinical Waste. It is the duty of the Contractor to identify such site(s) and notify the Supervising Officer and relevant Authorised Officer prior to sending Clinical Waste to those sites.
- 19.1.6 The Contractor shall provide the Supervising Officer and relevant Authorised Officer with a list of registration numbers of the vehicles used by him, updated as and when necessary, and only these vehicles shall be used for transporting Contract Waste to Designated Delivery Points.
- 19.1.7 The Contractor shall only transport Contract Waste to the Designated Delivery Points unless otherwise instructed by the Supervising Officer or respective Authorised Officers.
- 19.1.8 The Contractor may utilise alternative transfer stations, if applicable, for the delivery of Contract Waste subject to Approval by the Supervising Officer.
- 19.1.9 The Contractor shall implement systems to accurately record the type and tonnage of material deposited at the Designated Delivery Points and the Authority from which they originate. Such records shall be provided to the Supervising Officer upon request.
- 19.1.10 The Contractor shall satisfy himself as to the operating procedures at the Designated Delivery Points to determine waiting times and other operational

factors. Any additional costs, as a result of such operations, shall be borne by the Contractor.

- 19.1.11 The Contractor's Staff may be required by the Designated Delivery Points, to undergo a period of training / initiation prior to deliveries taking place. The Contractor shall contact the Designated Delivery Points' management to arrange for and complete the necessary training, all at his own expense, prior to the applicable Services Commencement Dates.
- 19.1.12 The Contractor shall ensure that deliveries to the Designated Delivery Points are appropriately phased to minimise delays. Any additional costs to the Contractor arising from such delays shall be borne by the Contractor.
- 19.1.13 Where the Contractor is required to provide alternative transfer stations or treatment facilities to be used as Designated Delivery Points, such facilities shall have relevant Consents or exemptions.
- 19.1.14 Facilities proposed by the Contractor for Garden Waste treatment shall be operational Composting facilities with PAS 100 accreditation. All Garden Waste deposited by the Contractor at these facilities, on Authorities' Approval, shall be processed to produce PAS 100 compost.

20 MOBILISATION

- 20.1.1 The Contract shall be mobilised in accordance with the Contractor's approved Mobilisation Plan (Method Statement 1).
- 20.1.2 The Mobilisation Plan shall include a detailed programme for the mobilisation including the TUPE transfer of Staff.
- 20.1.3 The Contractor shall include within the Mobilisation Plan a mobilisation contingency plan which shall set out the arrangements to address all potential service disruptions, failures and delays.
- 20.1.4 The Contractor shall take over full responsibility for the provision of the Services from the First Services Commencement Date [REDACTED] and Second Services Commencement Date [REDACTED] (Breckland District Council).
- 20.1.5 The Contractor's mobilisation arrangements shall provide for a seamless transition from all existing arrangements. Where additional temporary Staff or resources are required to ensure seamless transfer and delivery of Services for a period of time from the relevant Services Commencement Date until Services delivery achieves a steady state, the Contractor shall provide such number of Staff and resources. Provision of such additional Staff and resources shall be included in the non-provisional bill items of Bills 1 to 6 of the Pricing Schedule (Schedule 6).
- 20.1.6 The Contractor shall work with the Authorities during the Mobilisation Period to finalise the data monitoring and reporting requirements specified in paragraph 7.
- 20.1.7 The Contractor shall, at his cost, transfer Environmental Permits and other necessary Consents for the Authority Premises from the incumbent contractor in readiness for the relevant Services Commencement Date.
- 20.1.8 No element of any relevant Service shall be withdrawn or substantially altered after the relevant Services Commencement Dates without the prior, Approval of the Supervising Officer or relevant Authorised Officer.

21 HANDBACK AND EXPIRY

- 21.1.1 The Contractor shall prepare, agree and review an Exit Plan in accordance with clause 50.9 of the main body of the Contract.
- 21.1.2 The Exit Plan shall as a minimum include the responsibilities and the ownership of the following on the Termination Date or Expiry Date:
 - 21.1.2.1 Assets & Premises including Depots and stores;
 - 21.1.2.2 Data in the MIS used to manage and operate the Services; and
 - 21.1.2.3 Service Provider's resourcing information (including TUPE information).
- 21.1.3 The Contractor shall co-operate with the Authorities and its new contractor in facilitating the transfer of Services at the Expiry Date or Termination Date.
- 21.1.4 At the Expiry Date or Termination Date, the Contractor shall comply with the following (together the "Exit Plan Requirements") and other requirements in the Exit Plan (Schedule 13):
- 21.1.5 All Authority Premises shall revert to the Authorities in accordance with provisions of the main body of the Contract and Leases or Licences; and
- 21.1.6 All Contract Waste shall be removed from all Premises by the end of the Expiry Date or Termination Date.
- 21.1.7 The Contractor shall cooperate with any third party appointed by the Authorities to recover relevant data from the MIS where required to facilitate Service continuity following Contract Expiry, early Termination or abrupt business collapse.
- 21.1.8 The Contractor shall provide all necessary information and support to the Authorities and any incoming contractor to facilitate the transfer of all Environmental Permits, other Consents and any subsequent regulatory requirements to any new service provider such that no additional liabilities or charges are incurred by the Authorities.
- 21.1.9 The Authorities reserve the right to require the Contractor to surrender any Environmental Permits and other operating licences as appropriate at the Expiry Date or the Termination Date as the case may be and the Contractor shall oblige. The Authorities will bear the costs if it asks the Contractor to surrender Environmental Permits for any of the Authority Premises.

SECTION 3 – COLLECTION SERVICES SPECIFICATION**22 GENERAL REQUIREMENTS**

- 22.1.1 The Authorities are legally required under the Environmental Protection Act 1990 (as amended) and other relevant Legislation to provide Recyclables and Waste Collection Services to all households and also to commercial Customers requesting a collection service. The Contractor shall design and provide Collection Services specified in paragraph 1.1.2.1 to deliver the Authorities' obligations under such Legislation.
- 22.1.2 The Contractor shall note that some caravans, chalets on caravan sites and boats are classed as Households receiving a statutory Collection and these will be included within the total number of Households advised to the Contractor.
- 22.1.3 The Contractor shall deliver a Collection Service to all Customers that promotes the Waste Hierarchy and assists in maximising Authorities' Recycling performance.
- 22.1.4 All Household Contract Waste and Commercial Waste shall be collected from properties on the Scheduled Collection Days assigned by the Contractor and agreed with the Authorities.
- 22.1.5 Irrespective of the collection frequency offered for Household Contract Waste, the Scheduled Collection Day offered to a household for the collection of Dry Recyclables, [REDACTED] and Residual Waste shall be the same weekday except for temporary changes due to events such as Public Holidays and inclement weather.
- 22.1.6 The Contractor may collect Garden Waste from households on a different day to the other materials (e.g. Dry Recyclables, Residual Waste), but the Scheduled Collection Day for Garden Waste to a subscribing household shall be the same weekday except for temporary changes due to events such as Public Holidays and inclement weather.
- 22.1.7 The Authorities intend to actively promote Recycling and expect that the quantity of Recyclables collected may increase during the Contract Period. The Contractor shall ensure that the Collection Services are sufficiently resourced and flexible to accommodate a potential shift of materials from Residual Waste to Recyclables collections.
- 22.1.8 The Contractor shall co-ordinate his collection schedules with the opening hours of the Designated Delivery Points.
- 22.1.9 Normal daily Household Contract Waste Collection Services shall take place from Monday to Friday inclusive, and shall not commence prior to 7:00am and not continue beyond 7:00pm without the express permission of the Supervising Officer or relevant Authorised Officer.
- 22.1.10 Household Collection Services outside these hours, apart from weekend working to make up for Public Holidays arrangements, shall only be carried out with the prior Approval of the Supervising Officer or relevant Authorised Officer. Should such changes to Household Collection Services result in the Authorities incurring any additional costs, the Contractor shall reimburse such costs to the Authorities.
- 22.1.11 Household Contract Waste shall be collected from the curtilage of each property, i.e. the location where the property boundary meets the public highway, or

adjacent to the boundary of each property except for households on Assisted Collections, Communal Collection Points and Houses of Multiple Occupancy, where there are designated collection points. The Receptacles shall be returned with lids closed, where provided, to the designated curtilage collection points without causing an obstruction (including in difficult to access areas) after emptying of Household Contract Waste.

- 22.1.12 The Contractor's attention is drawn to the fact that collection in some streets and premises is restricted due to the narrowness of streets, rear lane collections or outlying locality and the Contractor shall make arrangements to collect Contract Waste from all such premises complying with the collection frequency specified in this Authorities' Requirements.
- 22.1.13 Collections shall also be provided for military bases, and the Contractor shall take into account the need for security checks at such premises when designing its collection rounds. The Contractor shall be responsible for obtaining and maintaining security passes for delivering Collection Services to the following Ministry of Defence sites in accordance with the procedures and rules applicable at these sites:
- 22.1.13.1 [REDACTED]
- 22.1.13.2 [REDACTED]
- 22.1.13.3 Robertson Barracks (Army) 1 Worthing Rd, Swanton Morley, Dereham NR20 4TX
- 22.1.14 Stacking or advancement of Receptacles including sacks at informal collection points for subsequent collection is not permitted and the Contractor shall ensure that his Staff fully observes this restriction in undertaking Contract Waste Collection Services.
- 22.1.15 Re-usable Receptacles shall be left, after collection, at the location where they were placed for collection, and stacked neatly to minimise footway obstructions and loss or damage. Receptacles, where provided with lids, shall be closed and secured after emptying.
- 22.1.16 Any spilled material from undertaking Collection Services must be swept up and removed immediately by the Contractor.
- 22.1.17 The Contractor shall ensure that all vehicles carry suitable and sufficient equipment (for example, brushes, shovels, etc.) to enable any accumulation of Residual Waste from open or damaged bags or Receptacles, irrespective of the cause of such damage or spillage, to be removed at the same time as the Collection Service is undertaken.
- 22.1.18 The Contractor shall ensure that Recyclables are collected separately from other Waste and ensure that Recyclables do not become mixed or contaminated with other Wastes at any stage of the collection, transportation or unloading operation.
- 22.1.19 The Contractor shall be responsible for the production and delivery of collection schedules or leaflets to all households on at least an annual basis and every time a change in collection schedule has been approved by the Supervising Officer or Authorised Officer. The design of leaflet may vary from Authority to Authority (designs will be developed by the Authorities and content shall be subject to agreement with the relevant Authority) as may be the date of delivery, which shall be decided by the Supervising Officer or relevant Authorised Officer.

- 22.1.20 The Contractor shall also be responsible for the production and delivery of annual Garden Waste collection schedules to households subscribing for Garden Waste Collection Services. The design of leaflet may vary from Authority to Authority (designs will be developed by the Authorities and content shall be subject to agreement with the relevant Authority) as may be the date of delivery, which shall be decided by the Supervising Officer or relevant Authorised Officer.

22.2 HMOs

- 22.2.1 The Contractor's Recyclables and Waste Collection Services for HMOs shall take into consideration the challenges such types of properties present and therefore the Contractor may use additional or alternative Receptacles for the provision of Collection Service.

- 22.2.2 The Contractor shall collect Recyclables and Residual Waste from HMOs. Residual Waste at HMOs is presented in 1100, 770, 660, 360, 240, 140 litre bins and/or black sacks in bin stores or bin cupboards, and the Contractor shall empty all such bins as part of the Service. Appendix 3 provides a list of HMOs and the frequencies for emptying these Receptacles. The list is subject to change and some changes are seasonal. The Supervising Officer or respective Authorised Officer shall notify the Contractor of any changes to the Schedule of HMOs and collection frequency.

- 22.2.3 The Authorities expect that the HMOs will be offered collection of the same type of Recyclables as collected at kerbside from households. Where this is not possible, the Contractor shall at least collect the Core Kerbside Recyclables from HMOs complying with all applicable Legislation, policies and Guidance including TEEP, and their subsequent updates or amendments. The Recyclables and Waste Collection Services offered to HMOs by the Contractor shall comply with the relevant EU and UK Legislation including revised Waste Framework Directive, the Circular Economy Package 2018 and Waste (England and Wales) Regulations 2011 (as amended).

- 22.2.4 The Contractor's proposals for Recyclables and Waste Collections for HMOs shall be detailed in his Household Recyclables Collection Service Plan (Method Statement 8) and Household Residual Waste Collection Service Plan (Method Statement 9).

22.3 Keys

- 22.3.1 Some of the HMOs have secure communal storage areas or bin stores for the storage of Recyclables and Waste. The Contractor will be provided with keys to such secure areas to enable collection of Recyclables and Waste. A list of current locations with secured access is provided in Appendix 4.

- 22.3.2 The Contractor may also be provided with keys to allow the necessary access to some properties on Assisted Collections.

- 22.3.3 The Contractor shall hold keys, where provided, to access these secure storage areas and premises and be responsible for the opening and subsequent securing of such locations during the collection of Recyclables and Waste.

- 22.3.4 A set of keys shall be provided to the Contractor by the Supervising Officer and shall be returned to him on the Expiry Date or Termination Date. If some or all keys are unavailable for handing over to the Contractor, then the Contractor shall be responsible for obtaining the necessary keys from the Customers.

- 22.3.5 After the initial stock of keys has been handed over, the Contractor shall be responsible for seeking out and obtaining additional or replacement keys.
- 22.3.6 The Contractor shall keep a record of issue of such keys to his Staff and shall be responsible for the replacement of any lost keys or any other losses occurring in respect of the security of the communal storage areas and premises.
- 22.3.7 The Contractor shall ensure that any rubbish chute cut-offs are closed prior to the removal and emptying of bulk containers provided at Communal Collection Points or storage areas. The Contractor shall open the rubbish chute cut-offs again as soon as the bulk container has been emptied and returned to the designated collection point.
- 22.3.8 Communal storage areas of HMOs, Communal Collection Points and collection locations of premises on Assisted Collections shall be left clean and free from Litter and spillage after each collection. For clarity, this requirement shall relate to cleaning applicable to the materials being collected and shall not be applicable to Fly-tipped materials or other materials presented at the collection location.

22.4 Contamination

- 22.4.1 The Contractor shall ensure that the collection crews undertake a visual inspection of Recyclables presented for Collection before they are emptied. Any Receptacle that appears to be grossly contaminated with materials not targeted for the specified Collection Service shall not be collected and procedures described in paragraphs 22.5.1 to 22.5.3 shall be followed.
- 22.4.2 If gross contamination is observed in Recyclables presented for collection at HMOs or Communal Collection Points, they shall be collected together with Residual Waste on the next Scheduled Collection Day. Procedures described in paragraphs 22.5.1 to 22.5.3 shall be followed in such instances.
- 22.4.3 If the crew notices significant contamination during the emptying of an Authorised Receptacle, it shall be recorded and reported to the Supervising Officer through the MIS.
- 22.4.4 The Contractor shall be aware that the Authorities, in certain circumstances, may take enforcement action against Customers who knowingly and persistently contaminate Recyclables presented for Collection. The Contractor shall provide reasonable assistance to the Authorities in such instances, if requested. Enforcement may include removal of their Recyclables Collection Service or switch to a sack based collection for that Customer.
- 22.4.5 The Contractor shall prevent cross-contamination of collected Recyclables. The Contractor shall maintain an operational log for each collection vehicle to record the dates and times of collection by material type and their disposal. This record shall be made available to the Supervising Officer or Authorised Officer on request. Any claim by the Designated Delivery Points for disposal cost due to contamination, except that which a competent Contractor could not reasonably have foreseen and prevented, shall be settled by the Contractor at no cost to the Authorities.

22.5 Enforcement

- 22.5.1 Where the Contract Waste presented does not comply with the collection requirements due to one or more of the following reasons, the Contractor shall

place a pre-printed notice or sticker, written in plain English, on Receptacles of the Customer informing them of the reason for non-collection:

- 22.5.1.1 Contract Waste, except Dry Recyclables, is presented in Receptacles not authorised for the collection of that material;
- 22.5.1.2 Recyclables presented are heavily contaminated;
- 22.5.1.3 Excess Waste is presented (except for uncontaminated Dry Recyclables [REDACTED]);
- 22.5.1.4 Access was denied or restricted (applies only to Assisted Collections), in which cases a notice shall be placed through the Customer's door or post box); or
- 22.5.1.5 Waste was not presented (applies only to Bulky Waste collections, in which cases a notice shall be placed through the Customer's door).
- 22.5.2 The pre-printed notices or stickers shall be designed by the Contractor, approved by the Authorities, and provided by the Contractor. The non-collection notice or sticker shall be of a suitable quality to withstand damage from rain and wind, if placed or stuck to the Receptacle. The notice shall include, in addition to the reason for non-collection, contact details and website address for the Customer to obtain additional information regarding Household Contract Waste Collection Services and correct presentation of materials.
- 22.5.3 Where a non-collection notice is issued, the Contractor's Staff shall record that information, including the household address, in real-time using a tablet PC or similar electronic means and include such information in the Daily Report.
- 22.5.4 The Authorities may take further action based on the information received from the Contractor.

22.6 Assisted Collections

- 22.6.1 The Authorities shall provide a list of households that require Assisted Collections to the Contractor prior to the Services Commencement Date and thereafter shall inform the Contractor of any changes to the list in a timely manner.
- 22.6.2 The Contractor shall provide Assisted Collection service to all households on the list shared by the Authorities.

22.7 Missed Collections

- 22.7.1 A Missed Collection shall be defined as non-collection from any individual household or Commercial Waste Customer premise of any of the following on the Scheduled Collection Day, if presented before 07:00 for collection on that day:
 - 22.7.1.1 Co-mingled uncontaminated Dry Recyclables;
 - 22.7.1.2 [REDACTED]
 - 22.7.1.3 Segregated and uncontaminated Garden Waste in Authorised Receptacles (from Customers subscribed to the Service [REDACTED]);
 - 22.7.1.4 Residual Waste presented in Authorised Receptacles complying with the Authorities' 'closed lid' and no Excess Waste policy [REDACTED]

- 22.7.1.5 Clinical Waste in Authorised Receptacles;
- 22.7.1.6 Bulky Waste; and
- 22.7.1.7 Commercial Waste in Authorised Receptacles.
- 22.7.2 Non-collection of any of the above from households on the Assisted Collection Service, on their Scheduled Collection Day, shall also be considered as a Missed Collection.
- 22.7.3 Missed Collections from HMOs and/or Communal Collection Points will be considered to represent a Missed Collection from each Customer served by that location.
- 22.7.4 If Recyclables or Waste is not collected as a result of a Customer failing to present them for collection on the Scheduled Collection Day, it shall not be considered a Missed Collection.
- 22.7.5 Any Missed Collections that occur for reasons where the Customer is not at fault shall be collected:
- 22.7.5.1 on the same day if reported to the Contractor before 12 noon; and
- 22.7.5.2 on the following day by 9am for Commercial Waste and 12 noon for Household Contract Waste, even if it is Saturday, if reported after 12 noon.
- 22.7.6 A missed collection reported after 12 noon on the second day following the Scheduled Collection Day will not be considered a Missed Collection. Collection of Waste so reported shall be completed on the next Scheduled Collection Day for that waste type from that household. For example, if a household's Scheduled Collection Day for Residual Waste was on a Monday and a missed collection is reported after 12 noon on Wednesday, it shall not be considered a Missed Collection even if the householder had presented Residual Waste before 7am on the Scheduled Collection Day.
- 22.7.7 The Contractor shall be required to provide suitable date and time stamped photographic evidence, e.g. using images from vehicle cameras, to justify why a missed collection reported by a householder shall not be classified as a Missed Collection. In all other cases reported missed collections will be deemed to be valid Missed Collection reports.
- 22.7.8 The Authorised Officer(s) in mediating on Complaints of missed collection may authorise additional Waste or Recyclables to be collected on the next Working Day and the Contractor shall collect such Waste or Recyclables as instructed at no additional charge.
- 22.7.9 If any of the above incidents occur on a regular basis, the Contractor shall liaise with the householder to resolve any storage, access or Receptacle problems and inform the Supervising Officer and relevant Authorised Officer of the details.
- 22.8 Road Works and Closures**
- 22.8.1 If access to streets, roads or properties is obstructed by road works or other circumstances, which could not reasonably be anticipated, the Contractor shall remedy the failure to collect as soon as possible after the failed collection has occurred as set out in 22.8.2 to 22.8.5 below. The Supervising Officer and the respective Authorised Officer shall be informed of any access issues as soon as

possible and no later than the end of the Working Day using the Management Information System.

- 22.8.2 Parked vehicles blocking accesses: all scheduled Contract Waste Collection shall be made by the end of the same Working Day. Where persistent issues of obstruction occur these should be reported to the Supervising Officer who may write to local residents or if more appropriate instruct the use of an alternative vehicle. A schedule of access roads known to be of restricted width is given at Appendix 2³. This information is provided for guidance only and is not guaranteed to include all such roads.
- 22.8.3 Road works: all Contract Waste Collections shall be made at the time of the first visit, unless this results in major traffic hold-ups, or endangers the crew (or there has been an agreement with the respective Authorised Officer for an alternative arrangement). In such cases, Contract Waste Collection shall be made when the road works have been cleared at the end of the Working Day or at the beginning of the next Working Day.
- 22.8.4 Road closure: Contract Waste Collection shall be made on the Scheduled Collection Day with a suitable vehicle until the road closure is lifted, unless an alternative arrangement has been agreed with the respective Authorised Officer. Where road closures affect the normal collection route, crews shall endeavour to use an alternative route to access the properties on the Scheduled Collection Day, unless doing so would likely cause an impact on the completion of the normal round.
- 22.8.5 Road traffic accident: Contract Waste Collections shall be made before the end of the next Working Day or when the accident has been cleared, whichever is earlier.

22.9 Public Holidays

- 22.9.1 The Contractor may propose, for agreement by the Supervising Officer, Contract Waste Collection on some or all Public Holidays including Good Friday. In the event that the Contractor elects not to collect Contract Waste on some or all Public Holidays, his proposals for the provision of Collection Services on alternative days shall be provided to the Authorities for Approval prior to inclusion on the Contractor's annual collection calendar for each year during the Contract Period.
- 22.9.2 Delivery arrangements at the Designated Delivery Points during Public Holidays shall be in accordance with the operation of those facilities and the Contractor shall take these into consideration when designing his Service schedules including collection and delivery arrangements.
- 22.9.3 The Contractor's sums or unit rates provided in Bills 1 to 5 of the Pricing Schedule (Schedule 6) shall be inclusive of any Public Holiday working arrangements, including working on weekends or other days to cover for Public Holidays, proposed by the Contractor and no additional payments shall be made by the Authorities.

22.10 Receptacles


- 22.10.1 The Authorities shall be responsible for the purchase of Authorised Receptacles (excluding sacks) for the collection of all Recyclables and Waste excluding Clinical Waste. The Contractor shall be responsible for the purchase and delivery of sacks

³ [REDACTED]

to those households, approved by the relevant Authorised Officer, requiring a sack-based collection of Recyclables and Waste. The Contractor shall be responsible for the storage and delivery of all Authorised Receptacles to household and commercial Customers.

- 22.10.2 Sacks for Clinical Waste Collection shall be purchased, stored and delivered by the Contractor. Customers requiring sharps collections will be supplied with sharps boxes by their GP surgeries or Primary Care Trusts. However, the Contractor shall maintain a sufficient supply of sharps boxes, as required, mainly to facilitate exchange of such boxes in the event of temporary shortfall in sharps boxes to Customers.
- 22.10.3 The Contractor can utilise the existing Receptacles and spare parts for the provision of Services provided they are compatible with the Contractor's Services configuration.
- 22.10.4 The Authorities accept no responsibility for the quantity, quality and serviceability of re-usable Receptacles currently used by households and commercial Customers and therefore the Contractor shall make his own assumptions regarding the suitability of these Receptacles for the provision of Collection Services.
- 22.10.5 The Contractor shall be responsible for the repair and replacement, including purchase and associated costs, of all Receptacles damaged by him during the Contract Period. The Supervising Officer and Authorised Officers shall be informed through Daily Reports of all damages, repairs and replacements of Receptacles.
- 22.10.6 Receptacles shall not be issued to Customers without written Approval from the relevant Authorised Officers. The Contractor shall take robust and effective measures to prevent unauthorised distribution of Receptacles.
- 22.10.7 The Contractor shall repair or supply additional or replacement Receptacles to relevant household within ten Working Days of being notified by the Authorised Officer.
- 22.10.8 The Contractor shall deliver new Receptacles to newly occupied premises within ten (10) Working Days from being instructed by the Authorised Officer and commence collections from that property on the next Scheduled Collection Day.
- 22.10.9 The Contractor shall be responsible, upon notification by the relevant Authorised Officer, for the distribution of new, additional or replacement Receptacles to existing household and commercial Customers.
- 22.10.10 All Receptacles excluding sharps boxes shall remain under the Authorities' ownership at all times.
- 22.10.11 The Contractor shall maintain and report stock levels of all Receptacles to the Authorities on at least a monthly frequency. Where stock levels for a Receptacle type reaches its minimum stock level, which shall be agreed with each Authority during the Mobilisation Period, the Contractor shall immediately notify the relevant Authorised Officer to facilitate timely purchasing of additional Receptacles to ensure that stocks do not run out.

23 HOUSEHOLD DRY RECYCLABLES COLLECTION

- 23.1.1 The Contractor shall implement fortnightly co-mingled Collection of Dry Recyclables from all households, including HMOs, within the Authorities' administrative boundary (as defined at the Contract Start Date).
- 23.1.2 Some households, due to their design and location, may require weekly collection of Dry Recyclables and the Authorities shall provide a database of such properties to the Contractor before the Services Commencement Date and inform the Contractor on a timely manner of any subsequent changes to the database. The Contractor shall collect Dry Recyclables from those households on a weekly frequency.
- 23.1.3 The Contractor shall collect Core Kerbside Recyclables as a minimum from all households including HMOs.
- 23.1.4 The Contractor shall offer a Collection Service that encourages household Customers to maximise Recycling.
- 23.1.5 The Contractor's Household Recyclables Collection Service Plan (Method Statement 8) shall detail his approach to maximising Recycling of Contract Waste.
- 23.1.6 Authorised Receptacles for Dry Recyclables Collection are:
- 23.1.6.1 
- 23.1.6.2 Black 240 litre wheeled bin (for Breckland District Council).
- 23.1.7 Wheeled bins of smaller or larger capacities than specified in paragraph 23.1.6 or other Receptacles (e.g. clear or transparent sacks) may be provided to some of the households, HMOs and Communal Collection Points at the discretion of the Authorised Officers and such Receptacles shall also be considered as Authorised Receptacles for the collection of Dry Recyclables.
- 23.1.8 Where households receive sack-based collections, the Contractor shall ensure a sufficient supply of sacks is provided to households on a delivery schedule agreed with the Supervising Officer.
- 23.1.9 Sacks, where provided, for Dry Recyclables Collection shall meet the following specifications:
- 23.1.9.1 70 litre capacity and capable of holding 15kg weight;
- 23.1.9.2 Printed with graphics as approved by the respective Authorised Officers;
- 23.1.9.3 Transparent without colour dyes;
- 23.1.9.4 All-purpose high strength sack complying with BS EN 13592:2017 standards or equivalent;
- 23.1.9.5 Made of 75% recycled content; and
- 23.1.9.6 Minimum mixed density of 140g bag.
- 23.1.10 For households on sacks-based collection, the Contractor shall purchase and deliver sacks to the households.

- 23.1.11 The Contractor shall ensure that the Dry Recyclables Collection Services offered to households are compliant with the TEEP Legislation and any associated statutory Guidance. The Contractor shall be responsible for demonstrating that his collection Service is compliant with TEEP Legislation and applicable statutory Guidance.
- 23.1.12 The Contractor shall not provide additional or replacement Receptacles to households without the respective Authorised Officer's Approval.
- 23.1.13 The Contractor shall collect and where possible Re-use after cleaning or Recycle old and unused Receptacles. In the event that a change of Receptacle type is required during the Contract Period and agreed with the respective Authorised Officer, the Contractor shall collect and Recycle the Receptacles that have previously been in use.
- 23.1.14 The Contractor must collect all Dry Recyclables presented for collection by households irrespective of whether they are presented in the correct Receptacle, unless the materials presented do not comprise Dry Recyclables designated for collection or are heavily contaminated or are presented in opaque bags, in which case the Contractor shall follow the procedures described in paragraphs 22.5.1 to 22.5.3.
- 23.1.15 The Contractor shall use all reasonable endeavours to comply with the Dry Recyclables acceptance criteria of the Designated Delivery Point.

24 HOUSEHOLD GARDEN WASTE COLLECTION

- 24.1.1 The Contractor shall provide fortnightly Garden Waste Collection Services to households subscribing for the Service.
- 24.1.2 The Authorities shall provide the Contractor with a Garden Waste Collection Service subscriber's database before the Services Commencement Date and notify the Contractor in a timely manner of any subsequent changes to the database.
- 24.1.3 The Contractor shall note that the demand for this Service could increase or decrease during the Contract Period and therefore shall design the Service with sufficient flexibility to adapt to such changes.
- 24.1.4 Garden Waste Collection Services shall consistently be provided to each subscribing household on the same day of the Week on a fortnightly basis. The only exception shall be following a Public Holiday, in which case paragraph 22.9 shall apply. No Garden Waste Collection Services shall take place in the week between Christmas and New Year.
- 24.1.5 The Contractor shall collect Garden Waste in Authorised Receptacles only from Customers subscribing for the Service. Where Garden Waste is placed for collection in an unauthorised Receptacle or the presented Garden Waste is heavily contaminated, the Contractor shall not collect Garden Waste and shall follow the protocol specified in paragraphs 22.5.1 to 22.5.3.
- 24.1.6 Where Excess Waste is presented next to the Authorised Receptacle, the Contractor shall only collect Garden Waste in the Authorised Receptacle and leave the Excess Waste where it was presented by the householder. Excess Waste that is overloading an Authorised Receptacle to an extent that the lid of the Authorised Receptacle cannot be closed shall be removed (if bagged) and replaced in the Authorised Receptacle after it has been emptied.

- 24.1.7 The requirement in paragraph 24.1.6 shall not apply for Garden Waste Collection Services undertaken immediately after the Christmas and New Year break when Christmas trees may be presented for collection by Garden Waste Collection Service customers.
- 24.1.8 Where Excess Waste is presented and not collected in accordance with paragraph 24.1.6, the Contractor shall follow the procedures described in paragraphs 22.5.1 to 22.5.3.
- 24.1.9 Authorised Receptacles for Garden Waste Collection Services shall comprise brown coloured 240 litre wheeled bins purchased by the Authorities bearing the name of the relevant Authority and designated 'Garden Waste'.
- 24.1.10 Wheeled bins of smaller or larger capacities than specified in paragraph 24.1.9 or other Receptacles (e.g. re-usable sacks) may be provided to some of the households at the discretion of the Authorised Officers and such Receptacles shall also be considered as Authorised Receptacles for the Garden Waste Collection Services.

24.1.11

[REDACTED]

24.1.12

[REDACTED]

25 HOUSEHOLD RESIDUAL WASTE COLLECTION

- 25.1.1 The Contractor shall collect Residual Waste from households on a fortnightly basis complying with the restrictions outlined in paragraph 25.1.3.
- 25.1.2 Some households, due to their design and location, may require weekly collection of Residual Waste and the Authorities shall provide a database of such properties to the Contractor before the Services Commencement Date and inform the Contractor thereafter of any changes to the database. The Contractor shall collect Residual Waste from those households on a weekly frequency.
- 25.1.3 The Authorities have a policy of 'closed lid' and 'no Excess Waste' for Residual Waste Collection.
- 25.1.4 The Contractor shall only collect Residual Waste presented in Authorised Receptacles. Where Excess Waste is presented next to an Authorised Receptacle, the Contractor shall only collect Residual Waste in the Authorised

Receptacle and leave the Excess Waste where it was presented by the householder. Excess Waste that is overloading an Authorised Receptacle to an extent that the lid of the Authorised Receptacle cannot be closed shall be removed (if bagged) and replaced in the Authorised Receptacle after it has been emptied.

25.1.5 Where Excess Waste is presented and not collected in accordance with paragraph 25.1.4, the Contractor shall follow the procedures described in paragraphs 22.5.1 to 22.5.3.

25.1.6 An Authorised Receptacle for Residual Waste Collection shall mean:

25.1.6.1

[REDACTED]

25.1.6.2 Green 240 litre wheeled bin (for Breckland District Council).

25.1.7 Wheeled bins of smaller or larger capacities than specified in paragraph 25.1.6 or other Receptacles (e.g. sacks) may be provided to some of the households at the discretion of the Authorised Officers and such Receptacles shall also be considered as Authorised Receptacles for Residual Waste Collection.

25.1.8 Sacks, where provided, for Residual Waste Collection shall meet the following specifications:

25.1.8.1 70 litre capacity and capable of holding 15kg weight;

25.1.8.2 Printed with graphics as approved by the respective Authorised Officers;

25.1.8.3 black colour with such colour density that the contents of the sack are not visible from outside;

25.1.8.4 All-purpose high strength sack complying with BS EN 13592:2017 standards or equivalent;

25.1.8.5 Made of 75% recycled content; and

25.1.8.6 Minimum mixed density of 110g bag.

25.1.9 Where households receive a sack-based collection, the Contractor shall ensure a sufficient supply of sacks is provided to households on a delivery schedule agreed with the Authorised Officers. The Contractor shall purchase and deliver sacks to the relevant households. The Contractor shall not provide additional or replacement Receptacles to households without the respective Authorised Officer's Approval.

25.1.10

[REDACTED]

25.1.11

25.1.12 The Household Residual Waste Collection Services Plan (Method Statement 9) shall include the Contractor's methodology for collection of Residual Waste.

26 HOUSEHOLD BULKY WASTE COLLECTION

26.1 General

26.1.1 The Contractor shall provide a separate Service for the collection of Bulky Waste from Customers requesting and paying for such a Service. Asbestos and hazardous waste (other than common household white goods) shall not be collected as part of the Bulky Waste Collection Service. The Other Household Collection Services Plan (Method Statement 10) shall include the Contractor's methodology for collection of Bulky Waste.

26.1.2 The Authorities shall set the rates for the collection of Bulky Waste from households on an annual basis. The Contractor should note that the rates for collection may vary between each Authority.

26.1.3 The Contractor's Customer Care Centre shall be responsible for handling all requests for Bulky Waste collections and taking payments in accordance with the rates set by the Authorities. As a minimum, the Contractor shall provide facilities for receipt of such requests by telephone and an online booking system, which shall be linked to the Authorities' websites.

26.1.4 The Contractor shall, in accordance with the Payment Mechanism (Schedule 5), deduct the payment collected from Customers booking a Bulky Waste Collection Service from his monthly invoices to the Authorities.

26.1.5 Customers requesting a Bulky Waste Collection Service shall be offered collection within 10 Working Days of making such a request, unless the Customer requests a longer collection period at the time of booking. The Customer shall be informed of the collection day and associated arrangements.

26.1.6 The Contractor shall carry out the collections based on information received at the Customer Care Centre. Such collections shall include the collection of free standing bulky household items on the Authorities' Bulky Waste acceptance / non-acceptance list (as attached in Appendix 5).

26.1.7 The Contractor may propose implementing a Re-use or Recycling-focussed Bulky Waste Collection Service that would provide community and social benefits.

26.1.8 The Contractor may choose to partner with suitable third sector or similar organisations to deliver such Services and shall be responsible for sourcing suitable disposal locations for Bulky Waste diverted for Re-use or Recycling. The portion of Bulky Waste that has not been Re-used or Recycled shall be deposited at the designated Bulky Waste Delivery Point advised by the Authorities.

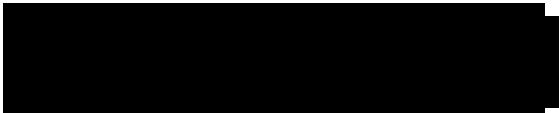
26.1.9 If a Re-use or Recycling Service is not provided for Bulky Waste by the Contractor, the Authorities may direct the Contractor to work with third sector organisations to provide Bulky Waste Re-use and Recycling and the Contractor shall oblige. The

cost implications for introducing such changes shall be agreed prior to implementation of such Services.

- 26.1.10 Where the Bulky Waste has value for Re-use, and in circumstances where it is not practical for it to be left out uncollected for any length of time (for example, where a property fronts directly onto a public footpath, thereby creating an obstruction to the footpath), the Contractor shall make the necessary arrangements with the Customer to collect the Bulky Waste from the property on a specified day and time. The Supervising Officer and Authorised Officers shall be advised of such arrangements in the Contractor's Daily Reports. (Note: this paragraph only applies if a Bulky Waste Re-use Service is provided by the Contractor).
- 26.1.11 In cases where the Contractor calls at a property and is unable to collect the Bulky Waste for reasons outside his control, the Contractor shall leave a pre-printed information leaflet / calling card for the attention of the householder.
- 26.1.12 The Contractor shall allow one repeat visit for non-presentation of the Bulky Waste, after which the householder will be required to pay again for the collection. No refunds shall be granted for non-collection as a result of the householder not presenting Bulky Waste for collection.
- 26.1.13 The Contractor shall electronically record the detail and status of all Bulky Waste collection requests.
- 26.1.14 The Contractor shall record the following information as a minimum for the Bulky Waste Collection Service:
- 26.1.14.1 Payment collected from Customers;
- 26.1.14.2 Type and number of Bulky Waste items collected;
- 26.1.14.3 Tonnage of Bulky Waste Re-used; and
- 26.1.14.4 Tonnage of Bulky Waste Recycled, if applicable.
- 26.1.15 Details of the arrangements for Bulky Waste Re-use, if proposed, shall be included in the Contractor's Other Household Collection Services Plan (Method Statement 10).

26.2 Waste Electrical and Electronic Equipment (WEEE)

- 26.2.1 The Contractor shall comply with the WEEE Regulations (or successor Legislation / regulations) and DBIS Government Guidance Notes March 2014 for the acceptance, repair, testing, sale and/or disposal of WEEE.
- 26.2.2 WEEE shall not be transported in a compaction type vehicle.
- 26.2.3 When handling for collection, transporting and depositing for Recycling, all bulky WEEE items such as refrigerators and freezers, the Contractor shall take all reasonable steps to avoid damage to such items which may result in the release of CFCs or other noxious substances into the atmosphere.
- 26.2.4 The Contractor shall keep a record of the number and category of all WEEE items collected as part of the WEEE compliance scheme.



27 CLINICAL WASTE COLLECTION

[Note to Tenderers: Changes are expected to be introduced in April 2019 by the local NHS and it is anticipated that the Authorities may become responsible for household clinical sharp collections. At present, many dispensing chemists and health centres act as return points for householder sharps. Existing data on potential users of this service is limited. However, the Authorities will endeavour to provide improved data as the number and context of this service becomes clearer during the procurement.]

- 27.1.1 The Contractor shall provide a Clinical Waste Collection Service to Customers registering for this Service, which may include collection from a small number of commercial premises for which rates will be negotiated separately. The Service shall be provided in a manner sensitive to the needs of Customers. The Other Household Collection Services Plan (Method Statement 10) shall include the Contractor's methodology for collection of Clinical Waste.
- 27.1.2 The Supervising Officer shall provide to the Contractor a database of households requiring a Clinical Waste Collection Service before the relevant Services Commencement Dates and thereafter the Contractor shall verify, manage and update the database for information including collection frequency and Receptacle types.
- 27.1.3 Clinical Waste shall only be collected in the following Authorised Receptacles from an agreed collection point:
 - 27.1.3.1 Yellow sacks and yellow sacks with purple stripes – for highly infectious and hazardous material. This material shall be sent for high temperature incineration; and
 - 27.1.3.2 Boxes for sharps or unused medication of any colour. This material shall be sent for high temperature incineration.
- 27.1.4 The Contractor shall be responsible for sourcing and supplying the required number of sacks to households requiring a Clinical Waste Collection Service. The Authorities consider that the Primary Care Trust or the General Practitioner Surgeries should provide sharp boxes as part of the prescription process and therefore do not expect the Contractor to be responsible for the purchase or supply (other than exchange when collecting sharp boxes) of sharp boxes. However, the Contractor shall retain a supply of sharps boxes to allow for exchanges in the event of an emergency when requested by a Customer.
- 27.1.5 Sacks provided for Clinical Waste Collection shall meet the following specifications:
 - 27.1.5.1 70 litre capacity and capable of holding 15kg weight;
 - 27.1.5.2 Printed with graphics as approved by the respective Authorised Officers;
 - 27.1.5.3 An appropriate colour density such that the contents of the sack are not visible from outside;
 - 27.1.5.4 All-purpose high strength sack complying with BS EN 13592:2017 standards or equivalent;
 - 27.1.5.5 Made of 75% recycled content; and
 - 27.1.5.6 Minimum mixed density of 140g bag.

- 27.1.6 At no time, and under no circumstances, shall Clinical Waste be collected with any other Waste or Recyclables.
- 27.1.7 If the Supervising Officer is notified by the Health Authority of any amendments to the Clinical Waste Collection Service, the Contractor shall be informed electronically by the Supervising Officer or Authorised Officer of any required amendments to the Service.
- 27.1.8 If a Customer presents more Receptacles than originally indicated, all Receptacles shall be removed by the Contractor, and the relevant Authorised Officer advised so that appropriate action can be taken.
- 27.1.9 If a registered Customer does not present Clinical Waste on a Scheduled Collection Day, the Contractor shall record and report that information to the Supervising Officer and Authorised Officers.
- 27.1.10 The Contractor shall also be responsible for the transfer of Clinical Waste to appropriately licensed treatment facilities sourced by the Contractor.
- 27.1.11 The vehicle used to transport the Clinical Waste shall be of a non-compaction type, with a covered load compartment entirely separate from the drivers cab.
- 27.1.12 The Receptacles (authorised sacks or sharps boxes) shall be transported to the Designated Delivery Point unbroken. No broken sacks or sharps boxes shall be delivered to the Designated Delivery Point. The Contractor shall be responsible for repacking any sack or box that is broken in transit into an approved replacement container.
- 27.1.13 The Contractor's Staff carrying out this Service shall be trained in the handling of Clinical Waste and wear appropriate personal protective equipment.
- 27.1.14 Spillage of Clinical Waste, loose Clinical Waste, and Clinical Waste in non-standard containers shall be removed and disposed of by the Contractor and shall only be removed after transferring them to authorised sacks, or sharps boxes in the case of syringes.
- 27.1.15 The Contractor shall liaise with the Supervising Officer or Authorised Officers to resolve any deficiency in provision of Receptacles.
- 27.1.16 The Clinical Waste Services shall be operated by appropriately trained and designated Staff. No temporary Staff shall be employed by the Contractor without prior Approval of the Supervising Officer or relevant Authorised Officer(s).
- 27.1.17 Any Staff providing relief cover shall be suitably trained in the requirements of the Clinical Waste Collection Service.

28 COMMERCIAL WASTE

- 28.1.1 The Contractor shall provide a Dry Recyclables and Residual Waste Collection Service to Commercial Waste Customers within the Contract Areas from the Services Commencement Date.
- 28.1.2 The frequency of collection for each Customer may vary during a year due to seasonal fluctuations in business needs and the Contractor shall factor in such fluctuations when designing the Commercial Waste Collection Service.

- 28.1.3 The Contractor shall support the efforts of the Authorities to develop the Commercial Waste Collection Service, grow the Customer base and improve the Recycling performance.
- 28.1.4 Breckland District Council does not currently operate a Commercial Waste Collection Service and the Contractor shall assist the Authority in introducing a Recycling-focussed Commercial Waste Collection Service to an extended Customer base. The Contractor's proposals for supporting the Authority in introducing and expanding the Commercial Waste Collection Service shall be detailed in his Commercial Waste Collection Service Plan (Method Statement 11).
- 28.1.5 The Commercial Dry Recyclables and Residual Waste Collection Service offered by the Contractor shall be compliant with the prevailing and forthcoming Legislation, policy and Guidance including Waste (England and Wales) Regulations 2011(as amended).
- 28.1.6 The Authorised Receptacle for each Commercial Customer shall be as advised by or agreed with the Supervising Officer or respective Authorised Officer. The Contractor shall note that Receptacles with a range of capacities and type are being used for Commercial Waste Collection.
- 28.1.7 The Contractor shall be responsible for the storage and delivery of Authorised Receptacles. Where sacks are used for the collection of Commercial Waste, the Contractor shall be responsible for the purchase of sacks. The sacks shall comply with the corresponding requirements in paragraphs 23.1.9 and 25.1.8.
- 28.1.8 Waste Collection from schools shall be provided together with the Commercial Waste Collection Service. Collections undertaken at school premises shall be scheduled to avoid the start and end of the school day to minimise disruption and ensure safe access.
- 28.1.9 The Authorities shall be responsible for setting and collecting of Commercial Waste Collection charges.
- 28.1.10 Commercial Waste Collection Services shall be provided on all days except Sundays and Public Holidays unless otherwise agreed with or directed by the respective Authorised Officer.
- 28.1.11 Collection frequencies for each Customer may vary based on seasonal fluctuations and business needs. The Contractor shall design his Collection Services to accommodate such fluctuations.
- 28.1.12 The Contractor may collect Commercial Waste across the geographical boundaries of the Authorities to maximise Service efficiency. In such cases sufficient records shall be kept to enable fair apportionment of costs between the Authorities.
- 28.1.13 The Contractor may collect Commercial Waste in the relevant household collection rounds providing that sufficient records are kept for appropriate apportionment of disposal costs.
- 28.1.14 The Contractor shall transfer and deposit Commercial Waste at the Designated Delivery Points.
- 28.1.15 The Authorities will transfer all existing bins and containers used for the collection of Commercial Waste to the Contractor. All Commercial Waste Receptacles shall



remain the property of the Authorities and shall revert to the Authorities at the Expiry Date or Termination Date.

- 28.1.16 The Contractor may use a dedicated fleet or utilise vehicles used for the collection of Household Contract Waste for the provision of Commercial Waste Collection Services.
- 28.1.17 The Contractor shall report all data required for meeting the Authorities' WasteDataFlow reporting requirements including but not limited to:
 - 28.1.17.1 Actual tonnage of collected Commercial Residual Waste;
 - 28.1.17.2 Actual tonnage of collected Commercial Recyclables;
 - 28.1.17.3 Receptacles – types, numbers and locations; and
 - 28.1.17.4 Customer details and level of Service provided.

29 [Redacted]

29.1.1 [Redacted]

29.1.2 [Redacted]

29.1.3 [Redacted]

29.1.4 [Redacted]

29.1.5 [Redacted]

29.1.6 [Redacted]

29.1.7 [Redacted]

29.1.8 [Redacted]

29.1.9

30

30.1.1

30.1.2

31 SPECIAL COLLECTION SERVICES

31.1.1 The Authorities may require the Contractor from time to time, and the Contractor shall oblige, to undertake ad hoc services for the collection and transfer of Recyclables and Waste from the following sources to Designated Delivery Points:

31.1.1.1 Special public functions;

31.1.1.2 Civil emergencies; and

31.1.1.3 Other miscellaneous circumstances.

31.1.2 The Authorities shall pay the Contractor for these Services in accordance with the rates specified in Bill 7 of the Pricing Schedule (Schedule 6).

SECTION 4 – STREET CLEANSING SERVICES

32 GENERAL REQUIREMENTS

- 32.1.1 The Contractor shall design, develop, implement and provide Street Cleansing Services throughout the Street Cleansing Areas in accordance with this Authorities' Requirements and shall maintain the Cleaning Performance Standards.
- 32.1.2 The Street Cleansing Areas include all land use types to which the Authorities' Statutory Duty for Street Cleansing Services applies and other land areas advised by the Supervising Officer. Land use types covered under this Contract include all highways and associated areas including carriageways, footpaths, roundabouts, service roads, drainage channels, adjoining verges, highway cuttings and embankments, paved areas, central reservations, bus shelters, lay-bys, bus stops and car parking areas as identified in Appendix 6.
- 32.1.3 The Contractor shall note that the Authorities may, at their absolute discretion, wish to extend the scope of the Street Cleansing Areas by including areas of private land and this shall be notified to the Contractor by the Supervising Officer. Costs for providing Services on additional land area will be agreed in advance utilising the unit rates in Bill 2 of the Pricing Schedule (Schedule 6).
- 32.1.4 The Contractor shall develop a robust Street Cleansing Services Plan (Method Statement 12) with careful regard to the particular circumstances in each area and commit resources accordingly. For premium tourist destinations, the Contractor shall ensure that sufficient resources are available to maintain the highest standards at all times including during the peak tourist season, which is usually between Easter and late September.
- 32.1.5 The Contractor shall note that the width to be cleaned includes the full extent of the adopted highway, including back lines, hard or grass verges, footpaths, cycle lanes, channels, ditch lines, both carriageways, laybys, central islands and associated grassed areas.
- 32.1.6 The Authorities will generally leave to the discretion of the Contractor the cleansing techniques and methods to be deployed although the methods, equipment and Plant may be subject to the Supervising Officer's prior Approval.
- 32.1.7 It shall be the responsibility of the Contractor to plan the operational schedules to achieve and maintain agreed Cleaning Performance Standards for all Street Cleansing Areas, and to ensure that the Authorities' statutory duty for Street Cleansing Services is complied with.
- 32.1.8 The Contractor shall utilise appropriate technology to facilitate maintenance of highest standard of cleanliness whilst making the most effective use of the deployed resources.
- 32.1.9 The Street Cleansing Areas are grouped into Priority Zones as set out in Appendix 6 and paragraphs 33.1.5 and 49.1.2. The Contractor shall achieve and maintain Cleaning Performance Standards applicable for each Priority Zone.
- 32.1.10 The Cleaning Performance Standards shall be maintained during Saturdays, Sundays and Public Holidays (except Christmas Day, Boxing Day and New Year's Day unless services are required due to Special Events as specified in paragraph

44). No additional payment will be made to the Contractor to meet these requirements.

32.1.11 The Street Cleansing Services comprise the following tasks and shall be undertaken in accordance with this Authorities' Requirements on relevant Street Cleansing Areas specified in Appendix 6 – Street Cleansing Areas and Zones:

- 32.1.11.1 Litter and Detritus clearance;
- 32.1.11.2 Leaf / blossom clearance;
- 32.1.11.3 Car parks and precinct cleansing;
- 32.1.11.4 Intensive cleaning / hotspot works;
- 32.1.11.5 Litter and dog bin emptying;
- 32.1.11.6 Litter and dog bin installation / repair / removal;
- 32.1.11.7 Litter and dog bin cleaning;
- 32.1.11.8 Emergency callouts;
- 32.1.11.9 Pavement washing;
- 32.1.11.10 Street furniture and signage cleansing;
- 32.1.11.11 Fly-tipped waste clearance;
- 32.1.11.12 Cleansing following Special Events;
- 32.1.11.13 Fly-Posting and Graffiti removal;
- 32.1.11.14 [REDACTED]
- 32.1.11.15 Weed spraying and removal;
- 32.1.11.16 Dead animals clearance;
- 32.1.11.17 Dog mess clearance;
- 32.1.11.18 Body fluids removal;
- 32.1.11.19 Clinical Waste, needle sticks and broken glass removal;
- 32.1.11.20 [REDACTED]
- 32.1.11.21 River bank cleansing.

32.1.12 The Services shall be provided with consideration to the Code of Practice on Litter and Refuse 2006, or amendments, issued under section 89 of the EPA 1990. As far as is practical all Street Cleansing Areas, including verges and landscaped areas, shall be restored to Grade A after cleansing and shall be maintained to a standard of at least Grade B at all times unless Grade A standard is required for a Street Cleansing Area in this Authorities' Requirements.

- 32.1.13 The Contractor shall deliver Street Cleansing Waste to the Designated Delivery Points for the relevant waste type.

32.2 Priority Zones, Cleaning Performance Standard and Response Times

- 32.2.1 The Priority Zones relevant for the Street Cleansing Services are defined in paragraphs 33.1.5 and 49.1.2.
- 32.2.2 The required Cleaning Performance Standards for Priority Zones and elements of the Service are defined in paragraphs 32.1.12, 33.1.2, 33.1.3, 35.1.1, 37.1.1, 37.1.2, 37.1.3, 39.1.3, 46.2.26, 46.2.27, 46.3, 47.1.1, 52.2.1, 52.2.2, 52.2.3, 52.3.2, 52.3.3 and 53.1.1.
- 32.2.3 The Response Times to restore the Cleaning Performance Standards are specified in paragraphs 33.1.5, 40, 43.1.1, 44.1.1, 45.1.2, 48, 49.1.2, 50.1.1 and 51.1.2.

32.3 Working Hours

- 32.3.1 Scheduled work for the Street Cleansing Services shall not be undertaken before 06:00 hours or after 20:00 hours without the relevant Authorised Officer's Approval.
- 32.3.2 During weekend working the Contractor shall ensure that minimum inconvenience is caused to residents and no scheduled work involving a mechanical sweeping machine shall be carried out on Sundays outside the hours of 08:30 and 16:00 in predominantly residential areas unless such work is required to fulfil the conditions of the Code and cannot reasonably be undertaken at any other time or by another method of working.

32.4 Newly Adopted Roads / Open Areas

- 32.4.1 The Authorised Officers will provide information on newly adopted highways, or other areas of open land, car parks, planted areas for which the Authorities have assumed responsibility and therefore will need to be added to the Street Cleansing Areas. The Contractor shall deliver Services to these additional Street Cleansing Areas in accordance with this Authorities' Requirements.
- 32.4.2 The costs for providing Street Cleansing Services to such additional Street Cleansing Areas shall be agreed in advance with consideration to the unit rates provided in Bills 2 and 7 of the Pricing Schedule (Schedule 6).

33 LITTER AND DETRITUS CLEARANCE

- 33.1.1 The Contractor shall keep all Street Cleansing Areas clean and free of Litter, Refuse and Detritus to deliver the Cleaning Performance Standards.
- 33.1.2 The Contractor shall clean all Town Centre areas, [REDACTED] (i.e. Priority Zone Numbers 1 and 5) to Grade A standard for Litter, Refuse and Detritus by 8am and thereafter maintain these areas such that the standard doesn't fall below Grade B between 8am and 7pm every day including Public Holidays except Christmas Day, Boxing Day and New Year's Day. Maintenance of Cleaning Performance Standards will be required on Boxing Day or New Year's Day for areas that hold Special Events in accordance with paragraph 44 on those days.

The Authorities recognise that cleaning of Litter (to Grade A) and Detritus (to Grade A) may be undertaken separately and at different frequencies in order to meet and maintain the Cleaning Performance Standards.

- 33.1.3 Areas within the Priority Zone ‘Other’ that require scheduled cleaning as identified in Appendix 6 shall be brought to Grade A standard (Grade B for roads without raised kerbs) after each scheduled cleaning. All areas that fall under the Priority Zone ‘Other’ shall be maintained at a standard of Grade B or higher at all times.
- 33.1.4 The Contractor shall clean all Street Cleansing Areas with consideration to the Code of Practice on Litter and Refuse (2006). The Contractor shall ensure that the Street Cleansing Services are undertaken as may be necessary to maintain an overall cleaning standard of not less than Grade B.
- 33.1.5 The Contractor shall adopt accurate and systematic monitoring of the Service through the deployment of adequate resources. If the Contractor or an Authorised Officer identifies that cleanliness has fallen below Grade B, the Contractor shall clean and restore the specific Street Cleansing Area to at least Grade B within the Response Time applicable for that Priority Zone, as outlined below:

| Priority Zone Number | Priority Zone Description | Response Time to restore to at least Grade B (Litter) | Response Time to restore to at least Grade B (Detritus) |
|----------------------|---|---|---|
| | | If the Grade falls below Grade B | If the Grade falls below Grade B |
| 1 | Town Centres and Local Shopping Areas <i>Note: Identified as Zone 1 in Appendix 6.</i> | 2 hours | 2 hours |
| ■ | [REDACTED] | [REDACTED] | [REDACTED] |
| ■ | [REDACTED] | [REDACTED] | [REDACTED] |
| Other | All Street Cleansing Areas excluding Zones 1 [REDACTED] in Appendix 6. | 14 days | 28 days |

- 33.1.6 Authorised Officers may ask the Contractor to undertake additional cleaning or provide a quicker response time than in paragraph 33.1.5 to specific Street Cleansing Areas and the Contractor shall oblige. Where such requests are over and above the agreed cleansing levels and Response Times, the Contractor shall be paid in accordance with Bill 7 of the Pricing Schedule (Schedule 6).
- 33.1.7 The Contractor shall provide the necessary traffic management arrangements to enable mechanical channel sweeping of the nearside of the carriageway as well as to enable Litter picking of the adjacent verge to the nearside of the carriageway and, where required, footway sweeping. When cleaning dual carriageways, the Contractor shall clean the central reservation in accordance with the traffic management arrangements required by the Highway Authority, Highways Agency or Department for Transport.
- 33.1.8 Where voluntary and community groups undertake Litter picking activity in support of communities or specific locations within the Contract Area, the Contractor shall

collect all bagged waste associated with that event, from such locations advised by the respective Authorised Officer, in a timely manner.

34 LEAF / BLOSSOM CLEARANCE

- 34.1.1 The Contractor shall remove leaf and blossom fall from the Street Cleansing Areas to the same standards and at the same frequency as other Litter and Detritus (paragraph 33.1.5). During periods of leaf / blossom fall, the Contractor may need to increase the frequency of the Street Cleansing Services in the affected Street Cleansing Areas in order to maintain the Cleaning Performance Standards. The Contractor shall clean, on instruction by an Authorised Officer, streets or parts of streets that are either reported, or identified, as being affected by potentially hazardous leaf or blossom fall.

35 CAR PARKS, PRECINCT AND ALL HARDSTANDING CLEANSING

- 35.1.1 For those car parks, precincts and areas of hardstanding included in the Street Cleansing Areas, the Contractor shall as part of the Street Cleansing Services clean each location to achieve and maintain the corresponding Cleaning Performance Standards, specifically:
- 35.1.1.1 The location's specific assigned Priority Zone; or
 - 35.1.1.2 Where the location has not been assigned a specific Priority Zone, the Priority Zone of the street by which the location is entered.
- 35.1.2 The Contractor shall open, close and lock gates and/or barriers to each location as part of the Street Cleansing Services and ensure that the Contractor's Staff has the appropriate keys and equipment to facilitate this work.

36 INTENSIVE CLEANING / HOTSPOT WORKS

- 36.1.1 Authorised Officers may instruct the Contractor to carry out further cleaning and other tasks in prescribed Street Cleansing Areas to supplement the street cleansing activities and to exceed the Cleaning Performance Standards, predominantly in town centres and shopping areas and the Contractor shall oblige. Such works will be subject to additional payment utilising rates in Bill 7 of the Pricing Schedule (Schedule 6).

37 LITTER AND DOG BIN EMPTYING

- 37.1.1 The Contractor shall monitor, empty and clean Litter bins, recycling bins where provided and dog waste bins, as necessary, in order to ensure that no bin is ever at full capacity.
- 37.1.2 When emptying a bin, the Contractor shall:
- 37.1.2.1 Remove any Litter within a 2 metre radius of the bin;

- 37.1.2.2 Where applicable to the type of bin being emptied, provide and line the bin with a replacement sack or bin liner, and ensure the bin is securely closed and locked;
- 37.1.2.3 Ensure that the compartments of the dual recycling Litter bins are collected separately and that the Recycling fraction, if not heavily contaminated, is sent for Recycling through the Designated Delivery Points; and
- 37.1.2.4 Empty and wipe clean any ash trays on bins and other street furniture.
- 37.1.3 The emptying of Litter bins or dog bins shall be carried out as part of the duty to maintain Cleaning Performance Standards and may therefore involve emptying on an irregular frequency.
- 37.1.4 The Contractor shall design the service such that:
- 37.1.4.1 [REDACTED]
- 37.1.4.2 For Breckland District Council [REDACTED] at least a fortnightly emptying frequency (or lesser frequency as notified by the Authorised Officer) is provided for bins outside Priority Zones 1 [REDACTED] and
- 37.1.4.3 A demand based and more frequent emptying of bins within Priority Zones 1 [REDACTED] and the tourism areas of the Authorities (see Appendix 7) is provided.
- 37.1.5 The Contractor shall, during emptying and cleansing of Litter bins, clear and wash bin housings to maintain a reasonable cleanliness standard.

38 LITTER BIN AND DOG BIN INSTALLATION / REPAIR / REMOVAL

- 38.1.1 The Contractor shall install and service new, replacement or additional Litter, dual recycling Litter bins or dog waste bins, or replace parts of such bins if instructed by the relevant Authorised Officer.
- 38.1.2 The Contractor shall hold a stock of such bins and essential spare parts as purchased by the Authorities to satisfy the requirement in paragraph 38.1.1.
- 38.1.3 Where the Contractor has been instructed by the Supervising Officer to remove a Litter bin, dual recycling Litter bin or dog waste bin, the Contractor shall remove the bin and return it to stock. The Contractor shall be paid for this service as per the rates provided in the Pricing Schedule (Schedule 6).

39 LITTER AND DOG BIN CLEANING

- 39.1.1 The Contractor shall ensure that the exterior of Litter bins, dual recycling Litter bins and dog waste bins remains clean and free of dirt, other markings and spillages.
- 39.1.2 The Contractor shall clean each dog waste bin on a regular cycle to ensure that the appearance of the bin is acceptable and in a hygienic and clean condition.
- 39.1.3 The Contractor shall ensure that each bin is thoroughly cleaned inside and out, using water and an approved cleaning agent, not less than twice a year at an interval of no more than seven months between each cleaning. The Contractor shall ensure, when carrying out such washing, that any drainage holes in the bins and associated liners are clear and free running.

39.1.4

39.1.5 The requirements in paragraph 39.1.3 are a provisional item for Breckland District Council and will only be required if instructed by the relevant Authorised Officer.

40 EMERGENCY CALL OUTS

40.1.1 The Contractor shall provide an emergency call out service in accordance with paragraph 6.3.8 to deal with issues that are considered to require an urgent response (e.g. public health risk, moral decency impact).

40.1.2 The Contractor shall provide the Authorities with an all year round out of hours rota of identified employees who are contactable to respond to any event of an emergency or extraordinary event (e.g. fire, flood, accident, spillage etc.). These employees shall be required on site within 2 hours of being notified by the Authorities. Should the Contractor, for any reason, fail to respond to a call out within this time, the Authorities may arrange for another service provider to do the work. Any cost to the Authorities for this work shall be deducted from payment otherwise due to the Contractor.

41 PAVEMENT WASHING

41.1.1 The Contractor shall provide mechanical washing and removing of chewing gum from paved areas, [REDACTED] precincts or other locations if instructed by the respective Authorised Officer. The Contractor shall be paid for this provisional service in accordance with the unit rates in Bill 7 of the Pricing Schedule (Schedule 6).

41.1.2 A log of such cleaning activities shall be maintained and reported to the Supervising Officer and respective Authorised Officer.

42 STREET FURNITURE AND SIGNAGE CLEANSING

42.1.1 The Contractor shall, upon instruction from the respective Authorised Officer, clean items of street furniture and signage, including but not limited to seating, nameplates (but excluding road / traffic signs) and handrails so that the street furniture and signage is kept clean and free of debris and stains.

42.1.2 The Contractor shall be paid for this provisional Service in accordance with the unit rates in Bill 7 of the Pricing Schedule (Schedule 6).

42.1.3 The Contractor shall maintain a record of such cleaning activities and shall undertake additional cleaning if instructed by an Authorised Officer.

43 FLY-TIPPED WASTE CLEARANCE

43.1.1 Small quantities of Fly-tipped Waste, which can be removed safely during scheduled Street Cleansing works, shall be removed by the Contractor at no additional cost to the Authorities.

43.1.2 Where the accumulations of Fly-tipped Waste are too large or require specialist handling, the Contractor shall remove such waste. The Contractor's cost for

removing such waste shall be paid in accordance with the unit rates in Bills 2 or 7 of the Pricing Schedule (Schedule 6).

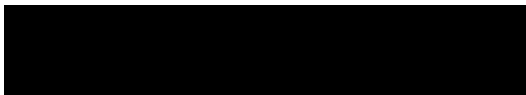
- 43.1.3 The Contractor shall transport and deliver Fly-tipped Waste to Designated Delivery Points.
- 43.1.4 If the Contractor identifies asbestos, hazardous waste or any other material requiring specialist disposal under current Legislation the Contractor shall obtain the instructions of the relevant Authorised Officer prior to removing, transporting and disposing of the waste at a Designated Delivery Point taking all necessary safety precautions.
- 43.1.5 The Contractor shall, before removing the Fly-tipped Waste, photograph all Fly-tipped Waste and search through the Fly-tipped material, where it is safe to do so, for any indication of the origin of the waste to support the enforcement functions of the relevant Authority.
- 43.1.6 The Contractor shall record and report details of Fly-tipping incidents in the Daily Report and store such information in the electronic contract management portal linked to the MIS. The details to be recorded include photographic evidence, the location and the type of waste categorised as per waste types for input into Waste Data Flow.

44 CLEANSING FOLLOWING SPECIAL EVENTS

- 44.1.1 When approved Special Events (e.g. carnivals, street parties, cycle races, street markets, Remembrance Sunday - See Appendix 8) are held on specified roads or parts of a road or other land as instructed, the Contractor shall programme Street Cleansing Services for that day for the area occupied or directly affected by the approved Special Event to maintain their cleanliness standards and shall clean the area affected to meet the corresponding Cleaning Performance Standards within two Working Hours of the closure of the approved Special Event or another period authorised by the relevant Authorised Officer.
- 44.1.2 The Authorised Officers will provide the Contractor with a list of approved Special Events in sufficient time to allow the planning of resources across the year. In certain circumstances the Authorised Officers may add approved Special Events to the list during the year.
- 44.1.3 The Authorised Officers may instruct the Contractor to provide extra cleaning resources and assist the event organisers. This may also include the provision of waste and recycling containers for the event users. The Contractor's costs for the provision of additional resources to assist event organisers of special events as per this paragraph will be agreed in advance with the relevant Authorised Officer and paid accordingly unless included already in Bill 2 of the Pricing Schedule (Schedule 6).

45 FLY-POSTING AND GRAFFITI REMOVAL

- 45.1.1 The Contractor shall as part of the Street Cleansing Services remove Fly-Posting, stickers or other defacing materials and remove or cover Graffiti from areas



including, but is not limited to, publicly owned buildings, highway surfaces, car parks, street furniture, walls and fences.

45.1.2 Fly-Posting or Graffiti shall be removed within the following response times:

| Incident Type | Response Time (from the Contractor becoming aware of the incident) |
|---|---|
| Graffiti, Fly-Posting, stickers and other defacing materials | 3 Working Days |
| Offensive Graffiti, Fly-Posting, stickers or other defacing materials | 4 Working Hours |

45.1.3 The Contractor shall record and report details of the incident (including its location and photographic evidence) to the relevant Authorised Officer within 24 hours of becoming aware of the incident.

45.1.4 If the Fly-Posting has identifiable contact information, photographic evidence of this and, where practicable, the Fly-Posting material shall be provided to the relevant Authorised Officer to support the Authorities' enforcement functions. If requested by the relevant Authorised Officer the Contractor shall delay removal of Fly-Posting or Graffiti to allow evidence collection to take place.

45.1.5 The Authorised Officers may instruct the Contractor to remove Graffiti from privately owned property following a request by the property owner to the relevant Authorised Officer.

45.1.6 The Contractor shall be paid for the provision of this Service in accordance with the unit rates provided in Bill 2 of the Pricing Schedule (Schedule 6).

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47 WEED SPRAYING AND REMOVAL

[REDACTED]
[REDACTED]

47.1.1 The Contractor shall, in Priority Zones 1 [REDACTED], control weeds and remove dead standing weeds left after chemical weed control. In all other zones, the Contractor shall remove dead standing weeds as part of normal Street Cleansing operations.

- 47.1.2 Weed control on public highways, except where build ups of Detritus in channels permit weed growth, is the responsibility of the Highway Authorities.

48 DEAD ANIMALS CLEARANCE

- 48.1.1 The Contractor shall remove dead animals or birds and their remains from the Street Cleansing Areas including adopted highways and shall dispose of such dead animals or birds at the Designated Delivery Point. In some circumstances the relevant Authorised Officer may request a quicker response, especially if the dead animal could be a domestic pet, and the Contractor shall oblige.

- 48.1.2 If the dead animal or bird is a domestic pet, such as a dog or cat, the Contractor shall check the dead animal or bird for any identification including scanning it for a microchip implant and report the incident to the relevant Authorised Officer through the electronic contract management portal. The Contractor shall remove the dead pet, contain it in a labelled plastic bag and store it in a cold store provided for this purpose by the Contractor for a minimum period of 15 Working Days to enable the pet owner to retrieve the pet. If after 15 Working Days, there is no prospect of the pet owner retrieving the pet, the Contractor shall dispose of the dead pet at the Designated Delivery Point.

49 DOG MESS CLEARANCE

- 49.1.1 Dog mess found on Street Cleansing Areas during standard scheduled Street Cleansing operations shall be removed and the area cleaned as part of the routine operations.

- 49.1.2 Where an area of land within the Street Cleansing Area, or otherwise under the control of the Authorities, is subject to significant fouling by dogs, the Contractor shall remove all faeces and cleanse the surface with a sanitiser or disinfectant appropriate to the surface. The Contractor shall ensure that clearance is made in line with the following Priority Zone response times:

| Priority Zone | Response Time (from the Contractor becoming aware of the incident) |
|--------------------|---|
| Zone 1 | 2 Working Hours |
| | |
| Play Area | 2 Working Hours |
| Amenity Use Area | 4 Working Hours |
| Public Access Land | 1 Working Day |
| Other Land | 2 Working Days |

50 BODY FLUIDS REMOVAL

[REDACTED]

- 50.1.1 Body fluids such as blood, urine, faeces, sick etc on Street Cleansing Areas shall be cleansed by mechanical removal and washing down the area using a jet washer or similar within 2 Working Hours of notification by an Authorised Officer or the discovery of such waste by the Contractor's Staff. Special kits shall be used where necessary for absorbing, for example, blood.
- 50.1.2 This Contract does not involve removal of dead bodies or body tissues following the death of any persons.

51 CLINICAL WASTE, NEEDLE STICKS AND BROKEN GLASS REMOVAL

[REDACTED]

- 51.1.1 The Contractor shall ensure prompt collection of all deposits of Clinical Waste including abandoned needles and hazardous sharps as well as broken glass left on Street Cleansing Areas. All such items and material shall be removed and the surface shall be cleansed with a sanitiser or disinfectant appropriate to the surface.
- 51.1.2 The Contractor shall provide this Service on demand, seven days per week and shall respond within 2 hours of notification by an Authorised Officer or the discovery of such waste by the Contractor's Staff. Where the clearance relates to land, the response shall be provided within 2 Working Hours (for play areas) or 4 Working Hours (for all other land).
- 51.1.3 The Contractor shall outline in his Street Cleansing Services Plan (Method Statement 12) his procedure for safe handling of Clinical Waste and broken glass found in Street Cleansing Areas. The procedure shall include provisions to ensure the health and safety of Staff and all other persons. It shall also include notification of the relevant Authorised Officer, within 1 Working Day of the Service being provided.
- 51.1.4 The Contractor shall hold and maintain all necessary licences and approvals for the collection and transport of Clinical Waste.
- 51.1.5 The Contractor may from time to time encounter 'sharps', primarily in the form of used needles, whilst carrying out delivery of the Services. In addition the Authorised Officer will issue instructions for the removal of sharps that have been deposited in public places.
- 51.1.6 Hazardous sharps shall be disposed of in a safe manner at the Designated Delivery Point.
- 51.1.7 The Contractor shall deploy operatives with the necessary training and skills to deal with such occurrences. In addition a supply of sharps containers must be maintained by the Contractor and available at all times for the safe removal of any such items.

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52.2 Beach, Coastal Footpath and Bridleway Cleansing Standards

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53 RIVER BANK CLEANSING

[Note: Applies to Breckland District Council only]

53.1.1 The Contractor shall ensure that all Litter and Fly-tipping is removed from the shallows and riverbank area of the River Thet, for the stretch which is within the

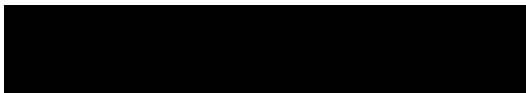


built-up area of Thetford, and maintain a cleanliness standard of at least Grade B at all times on the relevant areas.

- 53.1.2 The Contractor is also required to undertake a weekly check of the lifebelt, which is beside the river in Thetford. The weekly check shall assess any damages to the lifebelt and inform the Authorised Officer if the lifebelt is damaged or absent.

SECTION 5 – GROUNDS MAINTENANCE SERVICES**54 GENERAL REQUIREMENTS****54.1 General**

- 54.1.1 This Section 5 of the Authorities' Requirements sets out the general requirements of the Authorities in relation to the Grounds Maintenance Services to be carried out.
- 54.1.2 The Contractor shall design, develop, implement, operate and maintain Grounds Maintenance Services in accordance with this Authorities' Requirements, which shall be described in the Contractor's Grounds Maintenance Services Plan (Method Statement 13).
- 54.1.3 The Contractor's attention is drawn to the seasonal implications of the Service and he shall ensure that adequate resources are provided during periods of heavy use including peak tourist seasons in order to achieve the Grounds Maintenance Performance Standards.
- 54.1.4 The Grounds Maintenance Sites relevant for this Contract are provided in Appendix 11 and includes parks, gardens, amenity green space, [REDACTED] public car parks and recreation grounds.
- 54.1.5 The overall purpose of the Grounds Maintenance Services is to provide clean, tidy and well managed Grounds Maintenance Sites. The Contractor shall time and carry out all required work in such a way as to leave the whole of each Grounds Maintenance Site in a completely well maintained and tidy condition, as determined by the relevant Authorised Officer.
- 54.1.6 Permanent changes to the Grounds Maintenance Sites or works, resulting in additions or reductions to those Grounds Maintenance Sites or works will be requested to be omitted or added to the work schedules and a corresponding adjustment shall be made to payments to Contractor in accordance with unit rates in Bill 3 of the Pricing Schedule (Schedule 6). The relevant Authorised Officer shall be responsible for notifying the Contractor of such changes.
- 54.1.7 The Contractor may from time to time be instructed by an Authorised Officer to carry out additional tasks in the delivery of Grounds Maintenance Services and the Contractor shall oblige. The Contractor shall be paid for such additional work in accordance with unit rates in Bill 7 of the Pricing Schedule (Schedule 6) or, if relevant unit rates are not available in the Pricing Schedule (Schedule 6), as per the costs agreed with the Contractor before undertaking the additional task. The Contractor shall not undertake additional work without written instruction from the relevant Authorised Officer.
- 54.1.8 Scheduled works on each Grounds Maintenance Site shall be completed or left in a satisfactory condition at the end of each Working Day.
- 54.1.9 The Contractor shall not permit playing of radios or other entertainment devices by his crew when working on Grounds Maintenance Sites.






- 54.1.10 The Contractor shall be responsible for ensuring that new and replaced plants, trees or seeds etc. are satisfactorily established and healthy.
- 54.1.11 The Contractor shall take all reasonable precautions to prevent trespass onto adjoining property by Staff, vehicles or materials under their control, and to prevent nuisance from water, smoke, noise, dust, rubbish, fumes, pesticides, chemicals or other substances used or arising from the carrying out of the Service.
- 54.1.12 The Contractor shall undertake maintenance operations over the entire area of each Grounds Maintenance Site, up to the boundaries unless otherwise stated.
- 54.1.13 The Contractor shall notify the Authorities of any instances in any Grounds Maintenance Sites of damage, infestation or disease, which would lead to a deterioration or loss of the required standard or provision.

54.2 Service Conditions

- 54.2.1 When ground conditions are such that it is not possible to perform Grounds Maintenance Services without causing damage, the Contractor shall notify the relevant Authorised Officer and cease the relevant operation until conditions improve.
- 54.2.2 The Contractor shall resume normal work as soon as is possible following delays caused by weather conditions and restore works to specified Grounds Maintenance Performance Standards in a timely manner.

54.3 Working Hours

- 54.3.1 The Contractor shall ensure that Grounds Maintenance Services shall not commence before 07:30 or continue after 19:30 unless agreed by the relevant Authorised Officer. Any mechanical operations or noisy works shall also only take place between 07:30 and 19:30 Monday to Friday. The only exceptions shall be Emergency and other works where there are overriding considerations of public safety.
- 54.3.2 The Authorised Officers may instruct the Contractor to temporarily suspend work for community or social reasons. Variation to these hours must be agreed with the relevant Authorised Officer in advance.
- 54.3.3 The Contractor shall not carry out any operations likely to cause sustained disruption to land use.
- 54.3.4 
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- 54.3.7 Grounds Maintenance Services, other than Emergency works, shall not be performed on Public Holidays, unless otherwise agreed by the relevant Authorised Officer. The Contractor's service delivery arrangements shall have sufficient

flexibility to be able to reschedule certain activities to take account of local events such as carnivals, 'In Bloom' judging visits etc.

54.4 Access

54.4.1 The Contractor shall contact the relevant Authorised Officer if access to a Grounds Maintenance Site is inhibited or safe delivery of the Service is prevented.

54.4.2 The Contractor shall ensure that all reasonable means of pedestrian and vehicular access are maintained or cause minimum inconvenience for the public during the delivery of Grounds Maintenance Services.

54.4.3 The Contractor shall take all necessary steps to prevent nuisance from noise, dust, water, unsafe conditions and other causes.

54.4.4 The access to certain Grounds Maintenance Sites may restrict the size of vehicles and machinery that can be used for Service delivery at those sites. The Contractor shall acquaint himself with the access arrangements for each Grounds Maintenance Site and design Service delivery arrangements with consideration to relevant constraints including access issues, if any. No claim for additional costs shall be allowed for the Contractor's failure to understand access issues and price accordingly for the delivery of Services.

54.5 Utilities and Existing Services

54.5.1 The Contractor shall be responsible for locating, maintaining and protecting all utility services (e.g. drainage, gas, water, electricity, telephones etc.) above or below ground during the delivery of Services. In the event of the Contractor causing damage to any existing mains or utility services, the Contractor shall repair or replace them at his own expense.

54.5.2

[REDACTED]

54.6 Carriage and Transport

54.6.1 The Contractor shall be responsible for all carriage and transport required for the completion of the Grounds Maintenance Services and shall include such costs in his unit rates provided in Bill 3 of the Pricing Schedule (Schedule 6).

54.7 Emergencies

54.7.1 General conditions relating to Emergencies including civil unrest and adverse weather are provided in paragraphs 14 to 16.

54.7.2 The Contractor shall return to normal working as soon as any Emergency is over, and shall ensure that the Services are returned to the Grounds Maintenance Performance Standards as soon as possible. The Contractor shall submit a recovery plan to the Authorised Officers outlining the steps to be taken to return to standard.

54.7.3 The Contractor shall make all arrangements required to bring the Services back to normal following Emergencies or Adverse Weather Conditions. Where this is to be done through the provision of additional Staff the Contractor shall include details as part of the recovery plan including any cost implications.

54.8 Disposal of Waste

- 54.8.1 The Contractor shall ensure that all cuttings from the maintenance of specified grassed areas are boxed and removed in accordance with paragraph 55.1.2.2.
- 54.8.2 The Contractor shall not leave or otherwise deposit any Grounds Maintenance Waste on any land other than those authorised by the relevant Authorised Officer.
- 54.8.3 The Contractor shall collect all materials arising from the Grounds Maintenance Services as work proceeds, including grass clippings (where specified), woody and non-woody material, paper, packets, cans, bottles, animal faeces, accumulations of cigarette ends and all other extraneous materials. Such arisings shall be properly contained and removed from the Grounds Maintenance Sites on the same day to Designated Delivery Points or alternative treatment facilities sourced by the Contractor for Recycling, Recovery or Disposal. Non-compostable or non-recyclable material must be disposed separately from Household Waste.
- 54.8.4 The Contractor shall design the Service to improve Recycling of Grounds Maintenance Waste.
- 54.8.5 The Contractor shall fully explore the potential for utilising waste derived compost for horticultural purposes of the Grounds Maintenance Services and shall seek the relevant Authorised Officer's Approval before using such compost.
- 54.8.6 Where in exceptional circumstances Grounds Maintenance Waste cannot be removed the same day, they shall be placed in a location approved by the relevant Authorised Officer and shall be transported and deposited at the Designated Delivery Points on the following Day. Where materials have been left in places judged inappropriate by the Authorised Officer he may, at his discretion, arrange for their immediate removal and charge the cost of doing so to the Contractor.
- 54.8.7 The Contractor shall not store, burn or bury any Grounds Maintenance Waste, without prior written agreement of the relevant Authorised Officer. During approved burning, fires must be attended at all times and must be dowsed and raked over by the end of the Working Day.

54.9 Existing Structures and Features

- 54.9.1 The Contractor shall protect buildings, fences, gates, walls, landform, vegetation and any other Grounds Maintenance Site features that are to remain in position during the performance of the Service. Any damage caused to existing features through the Contractor's negligence shall be reinstated at the Contractor's expense.
- 54.9.2 Structures which are designated as Scheduled Ancient Monuments will be subject to special controls and the Contractor shall have regard to these when planning works. The Contractor shall allow for obtaining all authorisations necessary when planning and scheduling such works.

54.10 Vandalism

- 54.10.1 The Contractor shall immediately report any significant vandalism (including, but not limited to fly tipping, vandalism to plants, shrubs, trees or Authorities property etc) to the relevant Authorised Officer, who may, where necessary, issue an instruction for the repair and replacement of the damaged elements. The Contractor shall be reimbursed his cost of repairing or replacing such damaged elements.

54.10.2 In the case of minor vandalism, the Contractor shall be responsible for immediately repairing the damage as part of the normal day to day performance of the Service. The Contractor should use discretion to establish the seriousness of these issues. Where doubt arises the relevant Authorised Officer will decide whether the vandalism is minor or significant.

54.10.3 The Contractor shall submit a quarterly summary of vandalism incidents and damages together with any remedial action taken in his Quarterly Report.

54.11 Use of Equipment and Machinery

54.11.1 The Contractor shall ensure that when mowers are serviced or refuelled on Grounds Maintenance Sites, such work is carried out on a hard surface, and care shall be taken to avoid spillage. The Contractor shall adhere to speed limits applicable at Grounds Maintenance Sites and shall take necessary measures to prevent damage to grass areas from the inappropriate use or choice of vehicles, tyres, etc.

54.11.2 Non-petroleum-based lubricants shall be used for equipment such as chainsaws.

54.11.3 The Contractor shall ensure that all vehicles, Plant and machinery are identifiable to members of the public as belonging to the Contractor, and carrying out work for the Authorities in accordance with paragraphs 17.1.20 and 17.1.21.

54.12 Animal, Bird and Pest Control

54.12.1 In some Grounds Maintenance Sites animals, birds and pests (e.g. rabbits, pigeons, moles, greenfly) can cause damage to plants and grassland. The Contractor shall be responsible for controlling these pests and/or their effects and for the removal of any remains. The method of control shall fully comply with all relevant regulation, Legislation and codes of practice. Such prevention and mitigation arrangements shall be approved by the relevant Authorised Officer.

54.12.2 Care must be taken to ensure that any traps, bait or chemicals are not placed in a position where they may be a hazard to the public or other animals.

54.12.3 The Contractor shall replace any stock and turf damaged or destroyed by pests, and such works shall be agreed in advance by the relevant Authorised Officer.

54.13 Water, Fuel and Electricity

54.13.1 The Contractor shall provide all supplies of water, fuel and electricity required in delivering the Services within this Authorities' Requirements.

54.13.2 In areas where considerable water use is anticipated, metered water supplies are present. The Contractor may use these supplies, if required, but will be charged annually by the Authorities for the units of water used. Charges will be at the standard rate charged by the relevant water company, and will not include the standing charge.

54.13.3 The Authorities reserve the right to introduce new metered supplies if considered appropriate.

54.14 Use of Chemicals

54.14.1 The Contractor shall seek to minimise the use of pesticides by other forms of weed control such as hoeing, manual weeding and thermic weed control.

- 54.14.2 Transportation, storage and applications of chemicals shall be undertaken in strict compliance with all relevant regulations, Legislation and codes of practice.
- 54.14.3 Prior to carrying out chemical applications, the Contractor shall determine the programme of work (including area, name of chemical, timing, rate of application, safety measures in place, difficulties and risks to the public etc.) and notify the relevant Authorised Officer of the programme giving at least two Working Days' notice.
- 54.14.4 Any chemical application shall only be carried out by trained Staff possessing appropriate certification and wearing appropriate personal protective equipment.
- 54.14.5 Any chemicals shall be applied in strict accordance with manufacturer's instructions.
- 54.14.6 The Contractor shall take all necessary measures to avoid spray drift or the migration of granular formulations. Spraying operations shall not proceed during windy weather and any spraying operations in progress shall cease immediately should weather conditions deteriorate to such an extent that it is likely to make chemical application dangerous or ineffective.
- 54.14.7 The Contractor shall ensure that no damage occurs to plants, animals, equipment and property irrespective of ownership other than the object of the chemical treatment.
- 54.14.8 The Contractor shall not apply pesticides in close proximity to the public and shall be responsible for keeping the public at a safe distance during application and mixing and for as long as needed after the application as may be necessary to prevent risk to health.
- 54.14.9 Where appropriate, warning signs shall be prominently displayed throughout the period of application reading "Warning Pesticide Application in Progress" or wording to that effect and shall remain in place as long as is necessary before the area can be returned to normal use.
- 54.14.10 The Contractor shall ensure the correct disposal of Grounds Maintenance Waste at Designated Delivery Points or as advised by the relevant Authorised Officer.
- 54.14.11 The Contractor will maintain full details of chemical applications, stored chemicals and qualified operatives, and such details shall be available for inspection upon request.
- 54.14.12 Buildings and parts of buildings used for the storage of chemicals shall prominently display a warning notice with details of emergency telephone numbers and available first aid assistance. Stores shall be equipped with basic washing and first aid equipment and fire-fighting equipment to the satisfaction of the Fire Prevention Officer.
- 54.14.13 Chemicals shall be retained in their original containers and stored in such a way as to prevent cross contamination.
- 54.14.14 The Contractor is advised only to store sufficient chemicals to meet short to medium term Contractual requirements.

54.15 Invasive Species

- 54.15.1 Where the Contractor, in the course of delivering the Grounds Maintenance Services, identifies the presence of an invasive non-native plant species, he shall without delay inform the relevant Authorised Officer.
- 54.15.2 Invasive non-native species include those listed in schedule 9 to the Wildlife and Countryside Act 1981 or any subsequent amendment to that list.
- 54.15.3 All Staff engaged in this aspect of the Contract shall be suitably trained to identify such invasive non-native species.
- 54.15.4 Steps shall be taken to prevent the accidental spread of any identified invasive non-native species. Alternative methods of maintenance may be required in the short to medium term.
- 54.15.5 The Contractor shall undertake treatment for the invasive, non-native species of plant on land owned by the Authorities if requested in writing by the relevant Authorised Officer. Due to the nature of invasive species such treatments may be prolonged and only effective if maintained.
- 54.15.6 Where such a request is received from an Authorised Officer the Contractor shall develop a programme of treatment, based on appropriate measures for the specific species to be treated and submit it to the Authorised Officer for Approval. The cost of treatments of this nature will be agreed with the Contractor prior to commencement of such treatments.
- 54.15.7 Any waste arisings associated from such treatments shall be dealt with in accordance with regulations, Legislation and Good Industry Practice preventing the spread of invasive plant species.

54.16 Supply of Materials

- 54.16.1 Except where otherwise stated the Contractor shall supply all materials for the delivery of Grounds Maintenance Services.
- 54.16.2 Where specified, the Contractor shall handle, store, prepare and apply materials in accordance with the manufacturer's instructions or recommendations and shall inform the Authorities if these instructions conflict with any other specified requirement.
- 54.16.3 The Authorities reserve the right to reject the use of any materials which are not in accordance with the Authorities' Requirements or the Contractor's Grounds Maintenance Services Plan (Method Statement 13), unless agreed in writing by the relevant Authorised Officer. Replacement materials shall be supplied by the Contractor in place of those rejected at his own cost.

54.17 Training and Education

- 54.17.1 All Staff working on this area of the Contract shall either be qualified or working towards NVQ Level 2 or equivalent in an amenity horticulture related area. Where seasonal Staff are employed to meet peak demand and are not qualified in horticulture they should either be subject to adequate supervision or used to perform tasks suitable to their level of knowledge and experience.
- 54.17.2 Additional training on specific areas shall be provided or obtained so as to ensure the effective delivery of all aspects of the Authorities' Requirements.

54.18 Management Plans

- 54.18.1 Prior to commencement of each Contract Year, the Contractor shall submit any changes to the Grounds Maintenance Services Plan for the Approval of the Authorised Officers.

54.19 Cleansing Works

- 54.19.1 The Contractor shall ensure that when necessary, additional Street Cleansing operations are carried out on those areas identified in the Grounds Maintenance Sites or Street Cleansing Areas over and above Litter removal prior to or after routine Grounds Maintenance Services.
- 54.19.2 Such additional Cleansing Works may include:
- 54.19.2.1 Litter picking;
 - 54.19.2.2 Sweeping;
 - 54.19.2.3 Litter bin emptying;
 - 54.19.2.4 Seat cleaning; and
 - 54.19.2.5 Shelter cleaning (where present).
- 54.19.3 Such additional Street Cleansing Services shall comply with this Authorities' Requirements and associated Cleaning Performance Standards.
- 54.19.4 The Contractor shall Litter pick all Grounds Maintenance Sites immediately prior to grass cutting of those sites.

54.20 Winter Works

- 54.20.1 During periods when it is not suitable to undertake Grounds Maintenance Services, the Contractor's Staff engaged in the delivery of this Service may be deployed onto other activities as appropriate.

54.21 Biodiversity

- 54.21.1 The Contractor shall, throughout the planning and delivery of this aspect of the Contract, have the responsibility to manage and maintain Grounds Maintenance Sites in a way that protects and if possible enhances their existing ecological value, sustaining and promoting wildlife through the formation of habitats that encourage beneficial insects and other wildlife.
- 54.21.2 The Contractor shall promote and suggest practices and planting which promote biodiversity.
- 54.21.3 The Contractor shall submit, no later than 90 days before each Contract Year, a plan which sets out his approach to maintaining and enhancing biodiversity within Grounds Maintenance Services.

55 GROUNDS MAINTENANCE PERFORMANCE STANDARDS

- 55.1.1 The Contractor shall be expected to be fully aware of best practice and methods used in undertaking high quality horticultural and grounds maintenance work. The Authorities wish to ensure that high standards of amenity are presented to the

residents, businesses and visitors of the Contract Area in order to enhance the environment and the quality of life in the area. Where there is any doubt in the interpretation of any method or practice, this should be clarified with the relevant Authorised Officer in advance of work commencing.

55.1.2 The Contractor shall achieve and maintain the following Grounds Maintenance Performance Standards:

55.1.2.1 General performance standards;

| Item | Performance Standard |
|---|--|
| Grass cutting | Maintain sward within designated height limits (56.1) and free from rubbish and debris |
| Grass cutting (for Norfolk County Council land within Breckland District Council area as identified in Appendix 11) | Maintain sward within designated height limits (56.1) and free from rubbish and debris To be cut at 75mm or below. To be cut a minimum of 5 times per year |
| Hedge cutting | Maintain original function, shape, dimensions and appearance, hedge bases to have a tidy appearance |
| Shrubs | A tidy appearance and weed free Full ornamental and functional quality to be displayed |
| Annual bedding | A tidy appearance and weed free Full ornamental and functional quality to be displayed |
| | |
| Herbaceous borders | A tidy appearance and weed free Free from significant pest infestations Full ornamental and functional quality to be displayed |
| | |
| Trees | Make safe and appropriate pruning where necessary, stakes and ties properly adjusted where present, no machinery damage to base |
| Drainage ditches | A tidy appearance, unimpeded water flow |
| | |
| | |
| Hard surfaces | A tidy appearance and weed free |
| | |
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| | |

55.1.2.2 Grass cutting heights standards; and

| Category | Type | Min / max height (mm) Level | Min / max height (mm) Banks | Collect arisings? |
|----------|--|----------------------------------|----------------------------------|----------------------|
| 1 | Grassed Area: General Grass | 25 - 100 | 50 - 200 | no |
| 2 | Grassed Area: Cut and Collect | 15 – 50 | 15 – 100 | yes |
| 3 | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 4 | Semi-natural and landscape buffer areas (in all categories) | Cut once to 75 max Sept - Dec | Cut once to 75 max Sept - Dec | no |

55.1.2.3 Performance Standards specified in paragraphs 56.1.8, 56.1.10 to 56.1.13, 56.2.3 to 56.2.5, 56.3.5, 56.4.3 to 56.4.4 and 56.6.4 to 56.6.5.

55.1.3 Minimum and maximum cutting heights are specified in the Grounds Maintenance Performance Standards. The minimum cutting height may be increased according to the weather conditions and time of the year. The Contractor shall agree the cutting heights with the relevant Authorised Officer in advance of the cut.

56 OPERATIONAL REQUIREMENTS

56.1 Grassed Areas

56.1.1 The Contractor shall achieve and maintain the Grounds Maintenance Performance Standards applicable for the type of Grassed Areas (i.e. *General Grass*, *Cut and Collect* and *Wildlife/Wildflower Grass* as identified in Appendix 11).

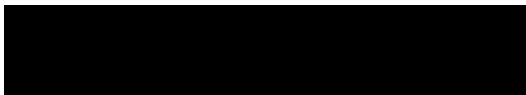
56.1.2 Where bulbs are planted within Grassed Areas, cutting of the specific bulbed area shall not commence until the plants have flowered and they have died down naturally. Arisings on the bulb area shall be raked up and removed. The area shall subsequently be maintained to the specified Grounds Maintenance Performance Standard of the surrounding grass area.

56.1.3 The Contractor shall cut and edge grass and weeds around all obstructions, obstacles and along fence and wall lines within or forming a boundary to the grass area to the same standard as the adjoining grass area.

56.1.4 The Contractor shall neatly cut back to the edges of the adjacent hard surface, beds, borders and channels to a standard appropriate to the category of grass.

56.1.5 Particular care shall be taken when cutting around isolated trees in grass areas to avoid damaging tree bases. The Contractor may maintain a grass free area of up to 250mm width around the bases to aid mowing.


- 56.1.6 The Contractor shall cut grass banks within the General Grass areas. It should be noted that some banks are steeply sloped and the Contractor's proposals for maintaining such areas in a safe and legally compliant way shall be described in his Grounds Maintenance Services Plan (Method Statement 13).
- 56.1.7 The Contractor shall ensure that there are no large accumulations of fallen leaves on Cut and Collect Grassed Areas, associated beds, borders or paved areas.
- 56.1.8 Following maintenance visits to Grassed Areas, the Contractor shall:
- 56.1.8.1 blow, sweep and/or remove any arisings that have been deposited on a hard surface; and
- 56.1.8.2 not leave the grass in piles after any cut.
- 56.1.9 It shall be noted that, on occasions, Grassed Areas may be reclassified. Should this occur the relevant Authorised Officer shall notify the Contractor and issue a Contract variation.
- 56.1.10 Areas of wildlife grass shall be managed in accordance with the agreed management plans presented in Appendix 12. Wildlife grass which is not subject to management plans shall be left uncut until the end of the growing season when a single cut shall be undertaken and all arisings left on the ground until one week after cutting when they shall be cleared by hand.
- 56.1.11 Areas of wildflower meadow shall be left uncut except for a single cut at the end of each flowering season. The arisings from such a cut shall remain in situ for a period of 1 week after which they shall be hand raked and removed from the Grounds Maintenance Sites.
- 56.1.12 Footpaths in areas of wildflower meadow and wildlife grass shall be cut regularly to a width of 1.5m and maintained throughout the year.
- 56.1.13 The Contractor shall provide Grounds Maintenance Services in accordance with this paragraph 56.1 on Grassed Areas managed by Norfolk County Council within the Breckland District Council area as identified in Appendix 11. This Service to Norfolk County Council is a provisional Service and Breckland District Council may remove this from the Contract during the Contract Period.
- 56.2 Shrubs /**
- 56.2.1 The Contractor shall set out in detail his approach to the maintenance of shrub beds in his Grounds Maintenance Services Plan (Method Statement 13). The Plan for any year may make proposals for the renewal or replacement of shrub beds and this shall in particular make reference to changes in planting due to the failure to thrive or death of plants due to soil, water or exposure to the elements.
- 56.2.2 Shrubs and climbing plants shall not be permitted to encroach over footpaths, roadways, sight lines, borough boundary signs, notice boards, signs, furniture and grass areas and those growing near windows of buildings shall be maintained at window sill height unless otherwise instructed in writing by the Authorised Officer. All arisings shall be disposed of by the Contractor.
- 56.2.3 The Contractor shall remove any self-set tree or shrub including roots. Where the roots cannot be removed, stump killer shall be applied. The Contractor shall include in the service charge the supply and mulching of all shrub beds once per year. Bark mulch shall be spread evenly over the entire bed. Shrub beds shall be



kept free of Litter at all times and shall be inspected in October of each year by the Contractor and dead, diseased or damaged plants that require replacement shall be replaced with the same cultivar of an appropriate size.

56.2.4 

56.2.5 At least every three years beds shall be dug to an appropriate depth to avoid root damage to the planting and bulky organic material incorporated at a rate of at least 20 litres per square metre shall be incorporated and well mixed in to the top soil before firming and mulching. Any wires, trellises or similar supports shall be inspected and repaired / replaced as necessary.

56.2.6 Shrubs  shall be pruned by the method and at the time of year appropriate to the particular species or cultivar.

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56.3.8 

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56.3.10 [REDACTED]
[REDACTED]
[REDACTED]

56.3.11 [REDACTED]
[REDACTED]
[REDACTED]

56.3.12 [REDACTED]

56.3.13 [REDACTED]
[REDACTED]

56.4 Formal Herbaceous / [REDACTED]

56.4.1 The Contractor shall set out in detail his approach to the maintenance of herbaceous plant beds in his Grounds Maintenance Services Plan (Method Statement 13).

56.4.2 Staking shall commence in May of each year and continue throughout the summer. Tying shall be carried out as often as necessary to provide support to new growths.

56.4.3 Granular fertilizer with an NPK ratio of 7:7:7 shall be applied once per annum in April, and shall be hoed into the surface at the manufacturer's recommended rate of application. Throughout the year, herbaceous plants shall be cut back and dead heads removed. During October / November of each year, when the current season's growth has finished, all plants, with the exception of evergreen species and hollow stemmed species, shall be cut down to just above ground level.

56.4.4 Any wires, trellises or similar supports shall be inspected and repaired / replaced as necessary. The Contractor shall gap up any bare areas using the existing herbaceous species in March / April of each year dividing up and replanting with the vigorous outer plants.

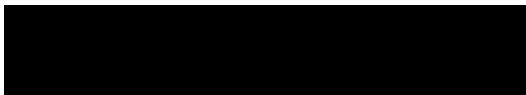
56.4.5 Should it be appropriate to reclassify shrub / [REDACTED] / flower / herbaceous beds, Authorised Officers shall notify the Contractor and the standard applying to the new classification shall be maintained by the Contractor. Any such change shall be notified in accordance with clause 33 of the main body of the Contract.

56.5 Hedges

56.5.1 The purpose of hedge maintenance shall be to maintain neat, tidy, vigorous, dense boundary hedges that do not obstruct or overhang footpaths and roads, or encroach on other maintained areas. Cutting shall generally maintain the original height and profile, both linear and sectional, although in some situations it may be appropriate for the Contractor to gradually adjust the hedge to an 'A' shaped profile.

56.5.2 The previous growth limits of hedges shall be maintained unless otherwise indicated by an Authorised Officer. The Contractor shall ensure that the width of hedges does not present a hazard or obstruction to pedestrian or vehicular traffic after cutting.

56.5.3 Hedge cutting operations shall be timed appropriately for the species following recognised horticultural practices and shall cause minimum disturbance to nesting birds and wildlife in compliance with the Wildlife & Countryside Act (1985).



- 56.5.4 In carrying out hedge pruning work, the Contractor shall agree the timing of operations (i.e. the day of the Week) in advance with the relevant Authorised Officer, scheduling so as to cause as little disturbance to nearby residences, pedestrian and vehicle traffic as possible.
- 56.5.5 The Contractor shall trim hedges on both top and sides from ground level using appropriate equipment to be agreed in advance with the relevant Authorised Officer.
- 56.5.6 Hedges and hedge bases shall be cleared of weeds and Litter at the time of pruning.
- 56.5.7 Rogue species shall be removed and replaced with plants of the existing hedge species.
- 56.5.8 Following pruning operations, weeds in the hedge base, and all arisings including Litter, dead branches, leaves and twigs etc. dislodged or revealed by the operation, shall be cleared from the site at the end of each Working Day or, in windy weather, more frequently, to avoid scattering of the arisings. Arisings shall be composted as Garden Waste wherever possible and shall not be disposed of as Household Waste.
- 56.5.9 The Contractor shall use recognised horticultural practices to encourage dense growth, until the required height is reached. Damage to hedges shall be rectified in a recognised horticultural manner (e.g. by tying in, pruning, staking etc.).
- 56.5.10 Hedge reduction works shall be carried out by the Contractor at the request of an Authorised Officer. Any additional cost shall be agreed prior to undertaking the works. The new dimensions shall be subsequently maintained.

56.6 Woodland Management / Maintenance

- 56.6.1 The Contractor shall adhere to all restrictions relating to Tree Preservation Orders and other restrictions for trees covered by this Authorities' Requirements.
- 56.6.2 Within Breckland District Council area, the Contractor shall undertake inspections and carry out required works in accordance with the Breckland District Council's Tree Management Policy provided in Appendix 13. [REDACTED]
[REDACTED]
- 56.6.3 [REDACTED]
- 56.6.4 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- 56.6.5 [REDACTED]
[REDACTED]
[REDACTED]
- 56.6.6 [REDACTED]
[REDACTED]
[REDACTED]

56.6.7 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

56.6.8 [REDACTED]

56.7 Water Courses, Rivers, Streams, Ditches, Culverts and [REDACTED]

56.7.1 The Contractor shall ensure that ditches, [REDACTED] and streams and the immediately surrounding area, including grilles, etc., are maintained in a clean, tidy and safe condition, and that the flow of water is not impeded [REDACTED]
[REDACTED]
[REDACTED]

56.7.2 The Contractor shall cut back vegetation from town centre river margins and make suitable arrangements to recover the cut vegetation in a manner which prevents loss downstream.

56.7.3 Any vegetative material that is removed from the banks of a river, stream or sides of a ditch shall be left on the bank for 48 hours to allow wildlife to return to their natural habitat. The only exception to this would be where there is not a suitable bank to leave the material or where to leave the material would cause a nuisance to the public.

56.7.4 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

56.7.5 [REDACTED]
[REDACTED]
[REDACTED]

56.8 [REDACTED]

56.8.1 [REDACTED]
[REDACTED]

56.8.2 [REDACTED]
[REDACTED]

56.8.3 [REDACTED]
[REDACTED]
[REDACTED]

56.9 [REDACTED]

56.9.1 [REDACTED]
[REDACTED]
[REDACTED]

56.9.2.1

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

| Item | Description | Guideline Frequency (occasions) | Notes |
|------|-------------|---------------------------------|-------|
| | | | |
| | | | |
| | | | |
| | | | |

56.9.3 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

56.9.4 [REDACTED]
 [REDACTED]

56.10 Hard Surfaces and Loose Stone

56.10.1 Hard surface and loose stone areas and associated kerbs, edges, joints and cracks shall be maintained in a virtually weed free condition throughout the year.

56.10.2 Hard surface areas include paths, courtyards, garage areas, roads (other than highways), paved areas under street furniture and in shelters, [REDACTED]
 [REDACTED]
 and car parks (other than grass) within the areas indicated on the Grounds Maintenance Sites at Appendix 11.

56.10.3 Where herbicide is used and such application results in the presence of unsightly dead weeds then these shall be removed by other means.