APPENDIX 7



STREET CLEANSING SPECIFICATION

1. **INTRODUCTION**

Overview and Service Objectives

1.1. Street Cleansing is a Council Priority at Ealing. This Contract is predominantly input based, with cleansing frequencies and cleansing days clearly set out in the specification, which strongly link with the waste and recycling collection services.

Future Service Development

1.2. During the lifetime of the Contract, the Council may wish to introduce certain service developments and the Contractor shall work with the Council to ensure their successful introduction. These may include, but are not limited to, those set out in 1.3, 1.4 and 1.5 below.

Street Cleansing and the Sorting of Recyclables

1.3. The Council may require the Contractor to separate Recyclables from the Street Cleansing Waste stream. For the avoidance of doubt, this is not intended to mean the Contractor sorting through Litter bins or sacks of Waste, but rather diverting discarded stacked newspapers and loose cans and bottles that frequently arise in volume at a number of street and/or open space locations. The Contractor would be required to place Recyclables in specified plastic sacks, in Neighbourhood Recycling Sites on the highway or on housing estates for collection, ensuring that the lids of any Recycling container into which Street Cleansing derived Recyclables are placed are left closed and/or locked where a locking mechanism is present.

The Introduction of Chewing Gum and Cigarette Bins

1.4. The Council currently provides Cigarette Bins in the lids of some Litter bins across the Contract Area. The Contractor should however, be aware that the Introduction of a Chewing Gun and Cigarette Bin service could be implemented during the Contract Period. The Council requires a rate for the supply, installation and servicing of these containers and this shall be priced for by the Contractor in the Pricing Schedule.

The Introduction of on-street "Recycle on the Go" recycling facilities

1.5. The Council currently provides 32 commuter bins, at 20 sites in the Contract Area (this service is described elsewhere in this specification). If "Recycle-on-the-Go" is rolled out across Ealing during the Contract term, the Contractor shall be required to provide and service, a Container for the co-mingled collection of paper, cardboard, cans, glass and plastic bottles at each of the 20 sites. The Contractor may also, or instead, be required to provide and service up to 40 Containers for the co-mingled collection of paper, cardboard, cans,

APPENDIX 7

glass and plastic bottles at 20 sites in parks as part of the "Recycle-on-the-Go" service.

2. THE STREET CLEANSING SERVICE

The Scope of the Street Cleansing Services

- 2.1 The Contractor shall provide the following Services in a safe, clean, tidy, coordinated, nuisance free and courteous manner. The Contractor shall:
 - a) Maintain the cleanliness of the streets and other locations in accordance with the requirements of this Specification, including for example the reporting of Fly-Posting.
 - b) Empty and maintain all Litter bins, specified Recycling bins, Gum and Cigarette Bins and associated liners.
 - c) Treat weeds with approved herbicides, maintaining all relevant land in a weed-free condition.
 - d) Provide street and other Cleansing and Recycling services in respect of special events.
 - e) Maintain in a clean condition the areas in the Contract Area that are used for market trading.
 - f) Provide an accident and Emergency response service throughout the Borough twenty four (24) hours per day, including the removal of dead animals, on-street Clinical Waste and other spillages.
 - g) Remove Fly Tips and segregate WEEE.
 - h) Carry out National Indicator (NI195) (or other agreed similar indicator) surveys through an approved independent third party.
 - i) Ensure efficient co-ordination of the Cleansing service with the Waste and Recycling collection service plus interface and work co-operatively with other related services and operations including but not limited to grounds maintenance, enforcement functions, on-street parking, highways maintenance, graffiti removal and gulley cleansing.

Standards

- 2.2 The standards set out in this Specification are designed to supplement but not replace the "Code of Practice on Litter and Refuse" (COPLAR) made under Section 89 (7) of the Environmental Protection Act 1990 ("the EPA Code").
- 2.3 There are several classifications of roads detailed in the Specification at clause 2.8. Blue roads are the most high profile roads in the Contract Area and the Specification imposes higher standards on the Contractor than those set out in the EPA Code.
- 2.4 For the avoidance of doubt, Grades A, B, C and D are based on those set out in COPLAR and broadly correspond to the four main grades used in NI195 surveys and the Local Environmental Quality Survey of England (LEQSE).

Christmas Period Working

- 2.5 All routine Cleansing operations including those in the Zone One roads shall cease at 20.00 hours on 24 December and re-commence at 06.00 hours on 27 December. During this period (i.e. from 20.00 hours on 24 December until 06.00 hours on 27 December) the Contractor shall Cleanse (including servicing Litter bins) all Zone One roads once, before 12.00, per day; and also service once per day all Litter bins in all other Zones as per the Specification. This service requirement shall be the same for 1st January between the hours of 06.00 and 20.00. For clarity, the period between these days and restarting on 2nd January shall operate as normal as per the Specification.
- 2.6a DEEP CLEANSING REQUIREMENT applies to Zones One to Seven, Housing Estates, Car Parks, TFL Roads, Bring Sites and Rural Roads. Deep Street Cleansing means "cleaning the entire surface, including grass verges, lay-bys, traffic islands (only if safe to do so) and planters placed on the street (only if safe to do so), to achieve Grade A by means of manual and/or mechanical sweeping, litter picking or vacuum operated means or any combination of these; this includes the removal of litter, detritus, debris, loose chippings, excreta, vomit and other body fluids, broken glass, weed and other plant growth (dead or alive), leaf fall, blossom, dead animals and any other matter or deposit whatsoever up to 3m³ in bulk, advertising cards in telephone kiosks; it also includes the area within a 2m reach of the public highway (excluding private domestic properties)."
- 2.6b STANDARD CLEANSING REQUIREMENT applies to Zones One to Seven. Housing Estates, Car Parks, TFL Roads, Bring Sites and Rural Roads. Standard Street Cleansing means; "the removal of all litter, excreta, vomit and other body fluids, broken glass, dead animals and any other matter or deposit whatsoever up to 3m³ in bulk, advertising cards in telephone kiosks; it also includes removing Litter from street furniture such as salt bins and planters; it also includes the area within a 2m reach of the public highway (excluding private domestic properties)."

2.7 Wraparounds

The Contractor shall cleanse, as and when required, an agreed amount of adopted highway that adjoins Zone One and Zone Two streets and paths. The overall number of side streets where wraparounds apply across the contract area is 669. This shall be apportioned accordingly between 0km and 30km per side street depending on the requirement. The details will be shown within the street cleansing schedules.

Days of Cleansing

2.8 The Contractor shall implement Street Cleansing in accordance with the requirements of this Specification and/or such other instructions issued to the Contractor by the Supervising Officer.

Table 1

Frequency	Times	Coloured Zone
Zone One; Primary Retail or Transport Hub	Cleanse twice per day, 7 days per week	1
Zone Two; Secondary Retail, Transport Hub or Very Busy Road	Cleanse before 17.00 hours, 7 days per week	2
Zone Three; Busy Roads, Schools or Heavy Footfall,	Standard Cleanse once every week , Deep Cleanse four times per year	3
Zone Four; Residential Roads, Paths or Subways,	Standard Cleanse a minimum of every two weeks or when required, Deep Cleanse four times per year	4
Zone Five; Residential Roads, Paths or Subways	Cleanse a minimum of every three weeks or when required, Deep Cleanse four times per year	5
Zone Six; Warehouse Industrial Roads	Standard Cleanse once every week, Deep Cleanse once every eight weeks	6
Zone Seven, gated, Adopted Alleyways	By Request	7
Housing Estates; various frequencies	Standard Cleanse weekly, Deep Cleanse once every four weeks	Housing Estates
Street Bins in Zone One to Five, TFL and Car Parks	Empty before 17.00, 7 days per week	Street Bins
TFL Trunk Roads	Footway only Cleansed traffic management required for slips and traffic islands, Standard Cleanse weekly, Deep Cleanse once every four weeks	TFL
1 X Daily Neighbourhood Bring Recycling Sites	Cleanse before 17.00, 7 days per week	Bring Sites
Car Parks	Standard Cleanse weekly, Deep Cleanse once every four weeks	Car Parks
Rural Roads	Deep Cleanse every 4 weeks	Rural

- 2.9 The Contractor shall achieve the standards of Street Cleansing as detailed in Table 1 for the road classifications specified. The Supervising Officer shall review zones and frequencies annually and any adjustments shall be paid for in accordance with the Tender rates.
- 2.10 The Contractor shall achieve Grade A after each scheduled Cleanse for all roads. In the event that the Contractor fails to achieve Grade A as a result of the scheduled Cleanse, the Contractor shall when so instructed by the Supervising Officer, and/or upon discovery through self-monitoring, restore the street or other location to Grade A within the times shown in Table 2. The Contractor shall comply with the time limits to restore the street or other location to Grade A standard specified in Table 2 from the time that the Contractor becomes aware of and/or where the Contractor is notified by the Supervising Officer that the standard of any street or other location has not reached Grade A following scheduled Cleansing.

Road Classification	Required Grade after Cleansing	Lower Grade Condition	Response Time to Restore to Required Grade
Zone One	А	В	l hour
		С	
		D	
Zone Two, Street Bins,	А	В	4 hours
Bring Sites		С	
		D	
Zones Three to Six,	А	В	1 Working Day
Car Parks, Housing Estates, TFL		С	
		D	
Zone Seven, Rural	А	В	5 Working Days
Roads		С	
		D	

Table 2 Scheduled Cleansing Rectification SLA

Zone One

2.11 The Contractor shall Cleanse Zone One roads twice per day seven days a week, including English Bank Holidays but excluding Christmas Period Working which shall operate as specified in paragraph 2.5. The Contractor shall attain Grade A by 08.00 hours each day and carry out a further cleanse between 15.00 and 20.00. During the period 08.00 and 17.00 daily all Street Bins shall be maintained at under 75% capacity and any flytipping,street cleansing arisings shall be removed within one hour of being deposited. Zone One roads will be cleansed to a combination of Standard Cleanse and Deep Cleanse specification.

2.12 The Contractor shall maintain to the same specification any adopted roads or paths running from Zone One streets, at a specified distance, depending on local conditions, by agreement between the Supervising Officer and the Contractor.

Zone Two

2.13 The Contractor shall Cleanse all Zone Two roads once per day before 17.00 hours, seven days a week, including English Bank Holidays but excluding Christmas Period Working which shall operate as specified in paragraph 2.5. The Contractor shall maintain to the same specification any adopted roads or paths running from Zone Two streets, at a specified distance, depending on local conditions, by agreement between the Supervising Officer and the Contractor.

Zone Two roads will be cleansed to a combination of Standard Cleanse and Deep Cleanse specification.

2.14 In addition to Clause 2.13 the Contractor shall ensure that all Street bins located on Zone Two roads are emptied at the time of Cleansing before 17.00 hours.

Zone Three

2.15 The Contractor shall inspect all Zone Three roads Standard Cleansed once per week, Deep Cleansed four times per year. Zone Three roads will be cleansed to a combination of Standard Cleanse and Deep Cleanse specification.

Zone Four

2.16 The Contractor shall Standard Cleanse all Zone Four roads, paths, subways etc. once every two weeks, Deep Cleansed four times per year. However should any of the items classed as Zone Four be identified as to have fallen to E.P.A. Grade C (Litter and Refuse) and the next scheduled cleanse is more than five (5) working days away the Contractor shall make arrangements to bring the affected area back to E.P.A Grade A (Litter and Refuse) within Five (5) working days. Where conditions have fallen to E.P.A Grade D (Litter and Refuse) the Contractor shall make arrangement to have those roads brought back to E.P.A Grade A (Litter and Refuse) within one (1) working day. Zone Four roads will be cleansed to a combination of Standard Cleanse and Deep Cleanse specification, at a minimum of once every three (3) weeks.

Zone Five

2.16a The Contractor shall Standard Cleanse all Zone Five roads, paths, subways etc. once every three weeks, Deep Cleansed four times per year. However should any of the items classed as Zone Five be identified as to have fallen to E.P.A. Grade C (Litter and Refuse) and the next scheduled cleanse is more than five (5) working days away the Contractor shall make arrangements to bring the affected area back to E.P.A Grade A (Litter and Refuse) within Five

(5) working days. Where conditions have fallen to E.P.A Grade D (Litter and Refuse) the Contractor shall make arrangement to have those roads brought back to E.P.A Grade A (Litter and Refuse) within one (1) working day...

Zone Five roads will be cleansed to a combination of Standard Cleanse and Deep Cleanse specification.

Zone Six

2.16b The Contractor shall Deep Cleanse all roads once every four weeks and carry out a Standard Cleanse on the three weeks in between. The Contractor shall note that roads classified as Zone Five (Warehouse and Industry) should be cleansed at a time where vehicle parking is at a minimum to optimise access.

2.16c Zone Seven

The Contractor shall Deep Cleanse all Gated, Adopted Alleyways on request as agreed with the Supervising Officer. The Contractor should proactively seek access to Zone Seven items in advance of works to facilitate weed spraying, by maintaining a current list of keyholders.

Housing Estates

- 2.17 The Contractor shall Cleanse Housing Estates (excluding buildings, Public Highway and private gardens) at the frequency specified in the cleansing schedules to a combination of Standard Cleanse and Deep Cleanse specification.
- 2.18 The Contractor is reminded that the Cleansing of the areas detailed in paragraph 2.17 shall include the removal of all items up to 3m^{3 in} bulk.

TFL Trunk Roads

- 2.19 The Contractor shall Deep Cleanse the nearside footway of TFL trunk roads once every four weeks and carry out a Standard Cleanse on the three weeks in between.
- 2.20 For all other parts of Brown roads (e.g. on/off slips, roundabouts and central reservation including pedestrian refuges) the Contractor shall Cleanse these once per calendar month and the Contractor shall be deemed to have included in his Tender rates for the appropriate management of traffic and pedestrians in accordance with Chapter 8 of the Traffic Signs Manual to ensure safe and efficient working.

Neighbourhood Recycling Sites

2.21 As described in Table 1 the Contractor shall Cleanse the entire area of Neighbourhood Bring Recycling Sites, plus two (2) linear metres in all directions daily by 17.00 hours. This shall include the servicing of any Litter bins located at Neighbourhood Recycling Sites.

Car Parks

- 2.22 The Contractor shall Standard Cleanse public car parks weekly, Deep Cleanse every four weeks.
- 2.23 During the Contract Period, there may be car parks constructed and others removed and/or changes made to the existing Cleansing frequencies. The Contractor shall be paid for the Cleansing of any new car parks varied in to the Contract at the rates and prices submitted in his Tender and/or as agreed by the Supervising Officer.

Rural Roads

2.24 The Contractor shall Deep Cleanse all Rural roads once every four weeks and the Contractor shall be deemed to have included in his Tender rates for the appropriate management of traffic and pedestrians in accordance with Chapter 8 of the Traffic Signs Manual to ensure safe and efficient working.

Other Locations

2.25 The Cleansing of paths, subways, and a two (2) linear metre area in all directions around Neighbourhood Recycling Sites are included in the Schedules and shall be Cleansed according to the frequency required by the Zone attributed to them.

Bagged Street Cleansing Waste

- 2.26 All Waste arising from Street Cleansing activities shall be transported to an approved location (Disposal Point) prior to collection by the Contractor and the arisings shall be placed and contained in identifiable plastic sacks of a type, approved by the Supervising Officer.
- 2.27 The Contractor shall provide the Supervising Officer with a list of his proposed Disposal Points and the Supervising Officer shall consider and agree approved Disposal Points at locations throughout the Contract Area. The Supervising Officer's decision on this matter shall be final and the objective is to keep Town Centres and priority routes free from bagged Street Cleansing Waste. The Contractor shall ensure that no bagged Street Cleansing Waste shall be left within fifty (50) metres of any Neighbourhood Recycling Site anywhere within the Contract Area.
- 2.28 The Contractor shall, unless otherwise instructed by the Supervising Officer, ensure that any bagged Street Cleansing Waste or Recyclables (including Street bin arisings) are collected from the approved Disposal Point as follows:-
 - Zone One roads within one (1) hour of the time it was deposited;
 - All other locations within four (4) hours of the time it was deposited and in any case before 17.00 on the day in which it was deposited.

Fly Posting and Graffiti

2.29 The Contractor shall notify the Supervising Officer of the presence of Fly Posting or Graffiti on Litter bins, liners or Neighbourhood Recycling Sites. The Contractor shall not be required to remove Fly Posting or Graffiti as this shall be undertaken by the Council's Graffiti and Fly Posting removal contractor.

Temporary Homeless Persons

- 2.30 The Contractor shall notify the Supervising Officer when temporary homeless persons are discovered living rough on the streets or in Green areas and other public open spaces throughout the Contract Area. The Contractor shall Cleanse the street or other location with the exception of that area occupied by the temporary homeless person.
- 2.31 The Contractor shall report to the Supervising Officer within three hours of discovery of temporary homeless person to enable the Supervising Officer to liaise with the Metropolitan Police and/or other agencies to arrange for the area concerned to be vacated. The Contractor shall then revisit the area and Cleanse as Scheduled.
- 2.32 The Contractor shall within three hours of an instruction from the Supervising Officer, thoroughly wash with clean hot water and disinfectant any street, subway, street furniture or Container, which has been occupied or used by a temporary homeless person. Unless the Supervising Officer directs the Contractor to work in any area still occupied by such persons with the assistance of the Metropolitan Police or other relevant agencies, the Contractor shall not Cleanse, wash or disinfect any street, street furniture or Container until a temporary homeless person has left or has been removed from the vicinity.

The Manual Removal of Weeds

2.34 The Contractor shall in addition to the approved Weed Control Service manually remove weeds as part of the normal Cleansing Schedule to ensure that there is a clear delineation between the footway and adjacent verge or grass area or up to walls or buildings, including where these are part of the Public Highway, forecourt or shops as well as Cleansing under and behind railings, fencing, bus shelters, cable boxes, Street bins and other street furniture. The Contractor shall remove any weeds as part of the normal Cleansing Schedule.

Leaf Fall

2.35 The Contractor shall provide a Leafing Plan to the Supervising Officer by 1st August each year throughout the Contract Period. The Leafing Plan shall include but shall not be limited to, the Contractors proposed methods of working, when and where additional staff, vehicles and any equipment shall be deployed by the Contractor during the peak season for leaf fall. The peak leaf fall season shall be the period between 1st October and 30th November inclusive, but subject to climatic conditions this period may vary but shall be for a period of not less than 6 calendar weeks. The exact resource employed for leafing shall be agreed between the Supervising Officer and The Contractor each year and the costs shall be charged at the Dayworks Rates in the Contract. The Supervising Officer shall provide reasonable notice to the Contractor should any changes to the Leafing Plan be required and the Contractor shall amend the Leafing Plan accordingly.

- 2.36 The Contractor may leave any bagged leaf fall within the approved sacks on streets for collection but shall in any event collect those sacks within no more than one (1) hour on Zone One roads and for all other roads,by 17.00 on the following day. The Contractor shall not leave sacks of leaf fall arisings within fifty (50) metres of any Neighbourhood Recycling Sites anywhere within the Borough.
- 2.37 The Contractor shall note that the Council's contract with the West London Waste Authority imposes restrictions on the type and degree of acceptable contamination in respect of organic garden Waste and leaf arisings intended for composting rather than landfill. The West London Waste Authority shall also only accept leaf arisings originating from the public highway or housing estates for composting if they are delivered either loose e.g. not compacted and in a single load or alternatively, bagged up in biodegradable sacks approved by the Supervising Officer. Leaf arisings delivered to an approved Disposal Site in sacks of a type not approved by the Supervising Officer shall not be accepted by the West London Waste Authority and/or other approved Disposal Site.
- 2.38 The Council's contract with the West London Waste Authority for Garden Waste (which includes leaf arisings) states that Garden Waste shall not be contaminated by any foreign body, and the term "foreign body" shall include, but not be limited to the following:
 - a. chemically impregnated fencing and posts;
 - b. painted materials;
 - c. oils and petrochemical substances;
 - d. plastic;
 - e. glass;
 - f. metal;
 - g. stones;
 - h. brick;
 - i. soil;
 - j. Clinical (e.g. needles);
 - k. general Waste; or
 - I. catering Waste, including kitchen Waste.

On-street Parking

2.39 The Contractor is advised that the Borough is subject to high numbers of vehicles which park on the streets and other locations throughout the Contract Area. The Contractor shall be deemed to have familiarised itself with the impact this shall have on the Contractor's implementation of the Contract and the

Contractor shall be deemed to have included for all such eventualities in his Tender rates.

- 2.40 The Contractor may be able to use a system of signs and notices, approved by the Supervising Officer, in order to reduce the impact of parked vehicles and to facilitate Street Cleansing. The Contractor may not vary the system of signs and notices without the prior written approval of the Supervising Officer. The Contractor shall be deemed to have made due allowance in his Tender rates for the production or distribution of notices or any other Incidental activities that the Contractor carries out in order to enable Street Cleansing to take place in accordance with the requirements of this Specification.
- 2.41 Section 21 of the Greater London Council (General Powers) Act, 1974 allows for the Contractor to make arrangements to clear heavily parked streets of vehicles to assist Cleansing operations. Should the Contractor wish to use this legislation, it shall require the Supervising Officer's approval one normal working week prior to implementing a scheduled Cleanse using the Act. The Supervising Officer shall agree the method of communicating the use of the Act to residents affected by it and the Contractor shall be responsible for all resident notification requirements in order to implement the scheduled Cleanse.

Vehicles

2.42 The Supervising Officer reserves the right to restrict the use of certain types of the Contractors vehicles and plant at both locations and/or at specific times. No vehicle or plant used by the Contractor for Street Cleansing shall be used on any newly laid footway within one month of the footway being laid. The commencement and completion of resurfacing of such surfaces shall be notified by the Supervising Officer to the Contractor. The Contractor shall not use mechanical sweepers weighing more than two tonnes on any footway unless otherwise agreed by the Supervising Officer. The specific streets with width restrictions are detailed in Schedule 26, while roads with narrow access are detailed in Schedule 16.

Animal Fouling

2.43 The Contractor shall ensure that animal fouling, including all partial remains, is removed at every street Cleanse or when requested by the Supervising Officer within a one (1) hour response time as part of the Emergency Cleansing Service. The Contractor shall report details to the Supervising Officer of locations where they discover animal fouling to be unusually prevalent.

Street Bins

2.44 All Street bins shall be serviced according to the standard or frequency of the Zone in which they are located, with the exception of Street bins located in Zone

Three to Five and TFL Roads which shall be serviced every day each week (7 days) and by 17.00 hours..

- 2.45 In addition to standard Litter bins, the Contract Area contains a variety of specialised Litter bins, including, but not limited to:
 - a) Litter bins for Recyclables
 - b) Gum/Cigarette Bins
- 2.46 All Litter bins and/or specialist Litter bins are detailed in Schedule 12. There are currently no dedicated gum and cigarette bins (although some Litter bins have integrated Cigarette end receptacles, which the Contractor shall empty at the same time as the Litter bin compartment). The Contractor is advised that it is likely that the number of Litter bins for Litter and Recyclables shall increase during the course of the Contract Period.
- 2.47 The Council is proposing to introduce dedicated Litter bins for chewing gum, cigarettes and dedicated Recycling bins for Recyclables during the Contract Period and shall require the Contractor to service these Litter and Recycling bins at a frequency to be determined by the Supervising Officer.
- 2.48 The Contractor shall ensure that all Waste collected in the course of emptying Litter bins and specialised Litter bins is immediately contained and secured to prevent spillage onto any location within the Contract Area. The Contractor shall ensure that every Litter bin and specialised Litter bin and associated liner (where present) is emptied at every attendance and the Contractor shall ensure that any spillage or Waste found within a two (2) linear metre radius of the Litter bin and/or specialised Litter bin (including chewing gum) shall be Cleansed to Grade A standard at that time.
- 2.49 The Contractor shall ensure that Litter and Recyclables found in the space between the liner and the base, and between the liner and the sides of Litter and Recycling bins shall be removed. Similarly the Contractor shall ensure that gum and cigarette Litter in the space between the liner and base and sides of the corresponding specialised Litter bin shall be removed.
- 2.50 After emptying any Litter bin and/or specialised Litter bin the Contractor shall ensure that, where present, the associated liner is fully inserted and seated into the Litter bin and/or specialised Litter bin correctly so that it does not protrude above the Litter bin rim. Where Litter bins and specialised Litter bins do not have a separate liner the Contractor shall ensure that a new plastic sack, of a type approved by the Supervising Officer, shall be inserted after every emptying.
- 2.51 The Contractor shall ensure that Litter bins and specialised Litter bins with an integral locking device shall be fully locked after emptying so that the Litter bin door is completely shut. In the case of Litter bins and specialised Litter bins without locks the Contractor shall ensure that the Litter bins are securely replaced into position after emptying. In all cases any Litter bin lids, hoods and/or doors shall be securely closed after emptying.

- 2.52 The Contractor shall be issued with one set of keys for all Litter bins and specialised Litter bins, which shall be returned to the Council at the end of the Contract Period. Lost keys shall be replaced by the Contractor at his own expense. In the event that any Litter bin lid, hood and/or locking mechanism is found to be defective the Contractor shall report this to the Supervising Officer who shall instruct the Contractor accordingly. Any work required shall be paid for in accordance with Daywork Rates. The Contractor shall be required to retain a stock of parts for the repair of Litter bins.
- 2.53 The Contractor shall ensure that when Litter bins or specialised Litter bins have become damaged or detached from their original mounting position (e.g. following a vehicle impact or accident) to the extent that any securing bolts or other fastenings attaching the Litter bins and specialised Litter bins to the street or other location have become exposed and represent a trip or other hazard, they are reported to the Supervising Officer immediately. In the event that a lamp-post mounted Gum and/or Cigarette bin is accidentally knocked away from its position by persons unknown or if it is removed by the Contractor for another reason, the Contractor shall ensure that any protruding bolts or other fastening devices attaching the bin to the lamp-post are removed within one (1) hour of the Incident being reported (or at the time of removal if the Contractor is responsible for detaching the Litter bin).
- 2.54 The Contractor is advised that Litter bins and specialised Litter bins may be of various sizes and designs and, subject to notification by the Supervising Officer, may be changed in size, design, location or quantity during the Contract Period.

The Management and Maintenance of Street Bins

- 2.55 The Contractor shall notify the Supervising Officer when the stock of Litter bins, specialised Litter bins or Litter bin liners falls below ten (10) of each item. Upon notification by the Supervising Officer the Contractor shall raise a Purchase Order for replacement stock and instruct the Contractor to place an order, detailing the type and number of Litter bins, specialised Litter bins and/or liners to be ordered.
- 2.56 The Supervising Officer shall specify the type of Litter bin, specialised Litter bins and Litter bin liners which the Contractor shall purchase from a supplier approved by the Supervising Officer. The Contractor shall record details of Litter bins, specialised Litter bins and Litter bin liners purchased and shall be reimbursed for these costs on an open book basis.
- 2.57 The Contractor shall ensure that each Litter bin, and specialised Litter bin and associated Litter bin liner is thoroughly cleaned inside and out once per year using water and a cleaning agent approved by the Supervising Officer. If additional cleans are required, the Contractor shall report to the Supervising Officer who shall instruct the Contractor accordingly. Any additional cleans shall be paid for by the Supervising Officer in accordance with the submitted Tender rates for this item.

- 2.58 The Contractor shall ensure when carrying out the washing of Litter bins and specialised Litter bins and Litter bin liners, that any drainage holes in the Litter bins, specialised Litter bins and associated liners (where present) are clear and free running.
- 2.59 The Contractor shall notify the Supervising Officer of any Litter bin and/or specialised Litter bin and/or Litter bin liner that in its reasonable opinion have reached the end of their useful life and/or are damaged, missing, displaced or where liners are missing. The Supervising Officer may inspect the Litter bins and specialised Litter bins and advise the Contractor of the appropriate action to be taken. In the event that the Supervising Officer instructs the Contractor shall endeavour to ensure that any Litter bins and/or specialised Litter bins and/or Litter bins and/or specialised Litter bins and/or Litter bins and/or specialised Litter bins and/or Litter bins and/or specialised Litter bins and/or Litter bins and/or Litter bins and/or specialised Litter bins and/or Litter bins and/or Litter bins and/or specialised Litter bins and/or Litter bins and/or
- 2.60 The Supervising Officer shall notify the Contractor when the Contractor is required to replace an existing Litter bin and/or specialised Litter bin that is worn out through fair wear and tear. If so instructed by the Supervising Officer the Contractor shall, within three (3) Working Days, deliver the new Litter bin and/or specialised Litter bin to the location specified and remove the existing Litter bin and/or specialised Litter bin for Recycling or disposal as instructed by the Supervising Officer.
- 2.61 In the event that the Contractor loses, damages or destroys a Litter bin, specialised Litter bin or Litter bin liner during the collection process the Contractor shall notify the Supervising Officer immediately on the day the loss, damage or destruction took place. The Contractor shall replace any lost, damaged or destroyed reusable Litter bins, specialised Litter bins or Litter bin liners within twenty four (24) hours of the event taking place and shall notify the Supervising Officer when the replacement has been made. The Contractor shall be responsible for the cost of the replacement of all reusable Litter bins, specialised Litter bins, specialised Litter bins and Litter bin liners damaged during the collection process.
- 2.62 In the event that the Supervising Officer decides to change the style, type or livery of Litter bins and/or specialised Litter bins and/or Litter bin liners, the Contractor shall place these at the locations specified by the Supervising Officer. Any Litter bins and/or specialised Litter bins and associated Litter bin liners which no longer conform to the new livery, style or type as directed by the Supervising Officer should be removed by the Contractor and they shall be transported to a location which the Supervising Officer shall specify, for storage, Recycling or disposal as appropriate.
- 2.63 The Supervising Officer may decide to increase the number of additional Litter bins and/or specialised Litter bins and the additional Litter bins and/or specialised Litter bins shall be sited, emptied, cleaned and maintained by the Contractor in accordance with this Specification.
- 2.64 Litter bins and/or specialised Litter bins shall be removed, replaced or sited within three (3) Working Days of the Contractor receiving written instruction

from the Supervising Officer. The Supervising Officer shall consider the provision of Litter and/or Recycling bins for any additional sites proposed by the Contractor.

- 2.65 In the event that the Supervising Officer receives a request from the Police to remove or cover a Litter bin and/or specialised Litter bin or any other Waste Container within the scope of this Contract, the Contractor shall arrange for the Litter bin and/or specialised Litter bin or other Container to be removed immediately. If the request is made directly to the Contractor, then the Contractor shall notify the Supervising Officer who shall instruct the Contractor how to proceed. The Contractor shall record the removal or replacement or covering of Litter bins and/or specialised Litter bins and shall provide the details to the Supervising Officer.
- 2.66 The Contractor may be required to fix stickers approved by the Supervising Officer to Litter bins and/or specialised Litter bins or other type of Waste and/or Recycling container. The cost of this work shall be paid to the Contractor in accordance with Daywork Rates.

Weed Control Service

- 2.67 The Contractor shall treat weeds on streets, hard standing areas, paths and other locations throughout the Contract Area using approved herbicides and in accordance with the Code of Practice for Using Plant Protection Products (The Code) and in accordance with the requirements of this Specification.
- 2.68 The areas that detail where weed treatment shall be implemented are detailed in the plan 'Street Cleansing Categories by Frequency'.
- 2.69 The Contractor shall prepare an Annual Weed Treatment Programme, which shall be reviewed annually by the Supervising Officer and the Contractor during December on a date to be agreed each year by the Contractor and the Supervising Officer.
- 2.70 The Annual Weed Treatment Programme shall detail when the Contractor intends to treat weeds on streets, hard standing areas, paths and other locations throughout the Contract Area. The Supervising Officer shall treat the Annual Weed Treatment Programme as a guide and understands that carrying out weed treatment is dependent on the weather and that it shall not always be possible to carry out weed treatment at a pre-determined day or time.
- 2.71 The Annual Weed Treatment Programme shall include a description of the work relating to the proposed application of the herbicide and indicating:
 - a) the areas where the herbicide shall be applied;
 - b) a schedule of weed treatment work;
 - c) the herbicide to be used, with dilution rates and outline application quantities;
 - d) the method of application;
 - e) the equipment to be used in applying the herbicide;

- f) the arrangements for the training of the Contractor's Staff;
- g) how the Contractor proposes to comply with the Control of Substances Hazardous to Health Regulations 2002 (or any modifications or reenactments thereof) in relation to the chemical(s) used.
- 2.72 In the event of the Supervising Officer requesting adjustments to the proposed Annual Weed Treatment Programme he shall inform the Contractor who shall make the necessary alterations to the proposal and resubmit the Annual Weed Treatment Programme. Weed Treatment shall not commence until the Annual Weed Treatment Programme is approved by the Supervising Officer.
- 2.73 The Contractor shall take particular care when timing the application of any herbicide in areas of high pedestrian movement. The Contractor shall only treat these areas at times, which avoid disruptions and risks to members of the public. The Contractor shall consult with the Supervising Officer about the Contractors proposals for timing of any works. In the event that the Supervising Officer considers that the time is inappropriate, the Contractor shall carry out the application at the times indicated by the Supervising Officer.

The Standard of Weed Control

- 2.74 Following the treatment of weeds the Contractor shall achieve the removal of 95% of all weeds per linear metre and/or square metre of street and/or other area treated and shall ensure that no weeds above five (5) centimetres high or wide remain within six (6) weeks of the herbicide treatment having taken place.
- 2.75 The Supervising Officer shall take into account the effects of the weather conditions and temperature on the speed of action of the herbicide when monitoring the results achieved. The Supervising Officer shall allow a maximum of six (6) weeks after treatment for the required standards to be reached before carrying out inspections.

2.76 The Supervising Officer recognises that the application of non

residual herbicides means that weeds may still germinate following the application of the approved herbicide. However re-growth and the recovery of weeds that were not completely killed by the treatment and/or weed germination after herbicide application shall be unacceptable and notwithstanding, the Contractor shall fulfil his obligations under the definition of Cleanse, which requires all areas covered by the Specification to be maintained in a substantially weed free condition.

The Timing of the Applications

- 2.77 The Contractor shall complete each herbicide application within a four calendar week period. The Contractor shall carry out three herbicide applications at different times of the year throughout the Contract Period as set out in below.
 - First herbicide application (Spring): April or May
 - Second herbicide application (late Spring/early Summer) June/July
 - Third herbicide application (Summer): August

• Fourth herbicide application (Autumn): September or October

- 2.78 The Contractor shall carry out the third herbicide application as late in the year as reasonably possible to ensure that the majority of weed seed has germinated, thus ensuring a substantially weed free Contract Area. If the Contractor is unable to complete the herbicide application within this time period because of unsuitable weather conditions the Contractor shall notify the Supervising Officer in writing at the earliest opportunity indicating the time lost and proposals for completing the herbicide treatment.
- 2.79 The Contractor shall consult with the Supervising Officer about the Contractor's proposals for the timing of the work. In the event that the Supervising Officer considers that the time is inappropriate, the Contractor shall carry out the herbicide application at the times indicated by the Supervising Officer.
- 2.80 The Contractor shall ensure that all herbicides used throughout the Contract Area are stored, handled, mixed and disposed of in accordance with the manufacturer's recommendations and The Code and the Contractor's approved Annual Weed Treatment Programme. The Contractor shall also maintain written records of all applications implemented throughout the Contract, detailing the Operational Site, product used, date, time, method of application, the Contractor's employees and application rate, and shall make these details immediately available to the Supervising Officer upon request.

The Method of Herbicide Application

- 2.81 The Contractor shall submit his proposed herbicide application proposals to the Supervising Officer prior to commencing any herbicide application and as part of the Annual Weed Treatment Programme. The Contractor shall satisfy himself that his herbicide application proposals are suitable for the locations throughout the Contract Area and shall be deemed to have included for this in his submitted Tender rates.
- 2.82 The Contractor shall notify the Supervising Officer in which streets or parts of streets and in what areas the various types of herbicide application equipment are to be used before starting the herbicide application.
- 2.83 The Contractor shall treat all streets, including around street furniture, as follows:
 - a) stone paving footways for their full width;
 - b) continuous bituminous paving shall be to the back edges joints and cracks only;
 - c) kerbs and channels in a fifty (50) centimetre swathe to ensure weeds growing in channels and kerbs are treated.
- 2.84 The Contractor shall be responsible for any injury or damage caused during the progress of the work, including damage or injury to other persons or their property. The Contractor shall at his own expense replace any damaged

shrubs, herbaceous or other plant life other than weeds or any contaminated soil within fourteen days of notification by the Supervising Officer.

2.85 The Contractor may be required to carry out additional work in areas of the Council's premises. The Contractor shall only carry out such works at the discretion and direction of the Supervising Officer. The Contractor shall be paid for the additional works in accordance with the submitted Tender rate for this item.

Assisting With Enforcement

2.86 In support of the Council's Enforcement Strategy, the Supervising Officer may from time to time require the Contractor to examine and retain for a reasonable period of time Waste collected as part of the Scheduled Cleansing in order to provide evidence of origin to assist enforcement action by the Supervising Officer. Such information shall be provided to the Supervising Officer within 24 hours of being requested in order that the necessary procedures and legal action can be taken by the Supervising Officer against the potential offenders. The Supervising Officer may also require Commercial Waste from other than the Council's customers to be left uncollected to allow enforcement action to take place by the Supervising Officer and then for such Waste to be subsequently collected by the Contractor. Such operations shall be planned with the Contractor in advance. Payment for this service shall be made to the Contractor in accordance with Daywork Rates.

Fly Tip Removal

- 2.87 Fly Tips of up to 3m³ found by the Contractor during Scheduled Cleansing shall be collected by the Contractor and removed by the Contractor to an approved Disposal Site, ensuring that items of WEEE are separated from other Waste collected.
- 2.88 The Contractor shall remove all Fly Tips from streets and other locations throughout the Contract Area. The Supervising Officer may notify the Contractor at any time on any day during the Contract Period of the location of any Fly Tip and the Contractor shall collect and remove any Fly Tip to an approved Disposal Site within a maximum of one working day of being notified. The Contractor shall take a photograph to evidence the material and location of the Fly Tip prior to and following the removal of the Fly Tip. The removal of a Fly Tip but not a Fly Tip removed by the Contractor in accordance with paragraph 2.87 shall be paid for in accordance with the Schedule of Rates. The Contractor shall supply a report to the Supervising Officer within twenty four (24) hours of removing any Fly Tip detailing the nature of the material of which the Fly Tip comprised and the location of the Fly Tip.
- 2.89 In the event that the Contractor believes that there is a problem with persistent Fly Tipping at a particular location then the Contractor shall take a photograph of the Fly Tip that shows the date, time, quantity and its location such that the location can be identified. The Contractor shall provide the details of the Fly Tip and photograph to the Supervising Officer.

- 2.90 The Contractor shall report to the Supervising Officer immediately upon discovery of any deposit of Waste on any street or other location which in the opinion of the Contractor, would be designated by the Supervising Officer as a Fly Tip.
- 2.91 The Working hours for reported flytip removal are 06.00 hours to 22.00 hours Monday to Friday. Flytips upto 3m³ on Zone One and Zone Two transects shall still be collected seven (7) days per week as part of scheduled cleansing

Special Events Service

- 2.92 The Contractor shall provide Street Cleansing, Waste and Recycling collection services, as required by the Supervising Officer, to provide for the requirements before, during and after special events held throughout the Contract Area. For guidance purposes only the Contractor is advised that events held throughout the Contract Area comprise: carnivals, festivals, shows and sports events. The main events which occur on an annual basis are detailed in Schedule 9. The Contractor shall be paid for this work in accordance with the Tender rates.
- 2.93 The Supervising Officer shall as soon as reasonably practicable after receipt of the notification of the proposed special event supply to the Contractor details of the date, time and route or location of the special event; and set out any specific requirements for the provision of and the time when the Contractor shall provide the services. Upon receipt of notification from the Supervising Officer the Contractor shall confirm both receipt of the notification and also that the additional work can be carried out without affecting his other obligations under the terms of this Contract. The Contractor shall be paid for any additional work in accordance with the Tender rates.
- 2.94 All Cleansing shall be carried out to Grade A as defined under COPLAR and as detailed in Clause 2.6. The Contractor shall be required to Cleanse the streets and other streets/locations used in connection with a special event immediately prior to the special event and within three hours of the termination (which shall be notified by the Supervising Officer to the Contractor). The Contractor shall provide empty and clean additional Litter bins or other Containers for Waste as directed by the Supervising Officer.
- 2.95 In respect of some special events, the Contractor shall as instructed by the Supervising Officer remove all Waste within a designated special event area, including for the avoidance of doubt, bagged Waste outside premises which have a private contractor Waste collection contract.
- 2.96 The Contractor shall when required by the Supervising Officer provide and undertake the emptying, removal, temporary storage, and replacement of Litter bins and associated Litter bin liners, and other Recycling and/or Waste Containers. The Contractor may be required to provide additional services as directed by the Supervising Officer including the application of sand to street locations and the removal and replacement of street furniture, Litter bin

management and the provision of collections for Recyclables, Waste collections and Street Cleansing.

2.97 The special event service shall include but not be limited to the provision of continuous Cleansing, Street Washing and/or the collection of Recyclables during and/or after a special event. The Contractor shall note however that in providing this service, the emphasis shall be on recovering the maximum tonnages of Waste for the purposes of Recycling and not simply the collection of Waste for the purposes of disposal. Where Recyclables are discovered in significant quantities the Contractor shall collect these so that they can be recycled and the Contractor shall as instructed by the Supervising Officer put the materials into Neighbourhood Recycling Sites specially situated for the special event or retained by the Contractor and delivered separately to an approved Disposal Site for Recycling.

Street Washing

- 2.98 This service is provisional and will be implemented as and when required by the Supervising Officer.
- 2.99 The Contractor shall undertake street washing using an approved vehicle and by approved manual methods in order to Cleanse the carriageway, market streets, other streets and footways.
- 2.100 The Contractor shall note that some of the highways throughout the Contract Area are subject to heavy pedestrian use, particularly around transport hubs and during the peak times of 07.00 to 09.00 and 16.00 to 18.00. The street washing of these areas shall only be implemented by the Contractor in a manner that does not compromise public safety and/or convenience.
- 2.101 The Contractor shall only implement street washing when the streets to be washed are free from Litter. If at the commencement of a street washing operation, any street is not free from Litter the Contractor shall immediately Cleanse the street to remove Litter and only then shall the Contractor implement the street washing operation.

Street Market Cleansing

- 2.118 The Contractor is advised that Street Markets are held at two locations within the Contract Area, and shall be deemed to have allowed for the following Street Market requirements in his submitted Tender rates for scheduled Cleansing :
 - a) Acton Market is in a Zone One road, and on Market Days the Contractor shall ensure that Grade A Cleansing is achieved by 08.00.

- b) West Ealing Farmers' Market is in a Zone Two road, and the Contractor shall ensure that Grade A Cleansing is achieved by 08.00 on Market Day (normally a Saturday) and the Contractor shall return after 14.00 and carry out a further cleanse, in line with Zone One specification.
- 2.119 The Contractor is advised that in addition to the market locations detailed above, the immediate area surrounding the market may be subject to increased Littering as a result of increased pedestrian footfall. The Contractor shall be deemed to have allowed for this eventuality in his submitted Tender rates.
- 2.120 The Contractor shall Cleanse streets or parts of streets throughout the Contract Area that are used for Street Markets during both the Street Markets hours of operation and following their closure. Notwithstanding the responsibilities of street traders to Cleanse their market area at the close of trading, the Contractor shall in addition to the Cleansing of the area by the street trader, Cleanse the trading area, the surrounding area and the headway of all adjoining streets for a length of thirty (30) linear metres. All the aforementioned areas shall be returned to Grade A by the Contractor before 21.00 the same day. The Contractor shall be deemed to have included for this in his submitted Tender rates.
- 2.121 The Contractor is advised that additional markets are held from time to time in shopping areas in the main town centres of the Contract Area. The Contractor is advised that the standard and operation as detailed in clause 2.120 shall apply and shall be implemented by the Contractor. The Contractor shall be paid for this work in accordance with Daywork Rates.
- 2.122 At the Street Markets the Contractor shall:-
 - provide the Street Cleansing service during any trading period for each Street Market;
 - ensure all Headways off all streets adjoining Street Markets for thirty (30) linear metres are Cleansed, and washed at the same time as the Street Cleansing service is being provided;
 - include for the collection and removal of all Waste and Litter discarded or deposited by traders and/or shops either before, during or after the trading period ensuring collection and/or removal does not cause undue interference to members of the public or street traders;
 - immediately following the end of any trading period, Cleanse and return the street to Grade A unless otherwise instructed by the Supervising Officer; and
 - street wash all areas ensuring that any excess water is removed and/or distributed evenly over the footway and/or highway.
- 2.123 The Contractor shall during and after the Street Market trading period collect all cardboard from Street Markets and/or commercial premises that have a commercial Waste contract with the Council. The Contractor shall Recycle all the cardboard collected and shall not mix any other Waste with the cardboard collected for Recycling.

Emergency Response: Service Objective

2.124 The Contractor shall be required to provide an efficient, effective and prompt twenty four (24) hours per day Emergency Response service throughout the Contract Period. The Contractor shall be paid for any work as instructed by the Supervising Officer in accordance with the submitted Tender rates.

Incidents

- 2.125 The Contractor shall attend an Incident within one (1) hour when so instructed by the Supervising Officer or directly when contacted by the Metropolitan Police. The Contractor shall attend the scene of the Incident and provide appropriate services to deal with the debris and/or liquid spillage and/or to provide lamps or barriers as appropriate and as directed. The Contractor shall be required to fully liaise with the Emergency Services, Departments of the Council and any and all statutory undertakings during the attendance at an Incident and during the provision of the Emergency Response service.
- 2.126 The Contractor shall be required to implement a range of activities in order to implement the Emergency Response Service. The Supervising Officer shall specify the services that the Supervising Officer requires of the Contractor to implement in connection with an Incident, together with the time scale for the performance of the service. The Contractor shall implement all the actions required to deal with the Incident within the timescales detailed by the Supervising Officer.
- 2.127 The Contractor shall clear any substance that has been used at an Incident to soak up any liquid spillage whether the substance has been provided and spread by the Contractor and/or by a third party. The Contractor shall use only substances approved by the Supervising Officer to soak up diesel, petrol and/or oil or similar liquid discharged onto a street. For the avoidance of doubt the Contractor shall be required to provide sharp sand, and other materials that shall be used to soak up diesel, petrol, oil, paint, blood and/or body fluids and such materials shall form part of the Contractors provision of consumables.
- 2.128 The Contractor shall deploy sufficient staff, equipment and vehicles to adequately perform the service and to comply fully with the Supervising Officer's requirements.
- 2.129 All locations at which the service has been provided shall, after an Incident has been dealt with by the Contractor, be returned to Grade B within two (2) hours of the Incident close. Where the Contractor is stopped from performing the service due to surface damage, the presence of Emergency service vehicles and/or other issues outside the Contractor's control then the Contractor shall report to the Supervising Officer who shall instruct the Contractor accordingly.
- 2.130 The Supervising Officer shall in his absolute discretion determine whether any situation constitutes an Incident, where and how an Incident shall be dealt with

and the duration of any tasks deemed by the Supervising Officer to be necessary to deal with an Incident. The Contractor shall co-operate fully with the Supervising Officer and the Council's Emergency Plan.

2.131 Notwithstanding and without prejudice to the Contractor's obligations to provide the services, the Contractor shall in an Emergency at any location in the Borough if directed to do so by the Supervising Officer forthwith divert and make available staff, vehicles, and equipment used in the provision of the services in order to remedy or assist fellow contractors or any other agency in countering the effects of, or to deal with, the Incident and shall do so in any way directed by the Supervising Officer. Such Contractors staff, vehicles and/or equipment shall continue to be diverted or deployed until the Supervising Officer instructs the Contractor that the diversion or deployment is no longer necessary.

- 2.132 The Contractor shall deploy in the provision of this service sufficient staff, and/or equipment and vehicles to comply fully with the Supervising Officer's requirements. In the event that the Contractor is required to engage additional staff, vehicles, or equipment to those currently used in the provision of the services, then, the Supervising Officer shall reimburse the Contractor for the reasonable and necessary additional costs incurred by the Contractor provided that the full details of such additional costs are provided to the Supervising Officer.
- 2.133 Prior to engaging any additional staff, vehicles, or equipment the Contractor shall obtain the approval of the Supervising Officer and shall in its request for such approval provide its best estimate of the cost of engaging such additional staff, vehicles or equipment.
- 2.134 Upon receipt of the Supervising Officer's instruction, the Contractor shall return the Contractor's staff, vehicles, and equipment to the implementation of the provision of the Services when an Emergency has been concluded and shall implement all the works necessary to return the provision of the Services to the required Specification.

Emergency Service Reports

2.135 The Contractor shall provide a full written report of the Emergency Service provided to the Supervising Officer within twenty (24) hours of the completion of an Emergency. Such report shall include but without limitation; the location and nature of the Incident and/or Emergency, number and status of staff engaged and the numbers, types of vehicles, equipment and consumables used.

Dead Animals and Clinical Waste Street Cleansing

- 2.136 As part of the Emergency Response service the Contractor shall be required to provide a dead animal and on street Clinical Waste Street Cleansing service and to collect and transport dead animals and Clinical Waste from sites throughout the Contract Area in a safe, clean, tidy and nuisance free manner.
- 2.137 The Contractor shall ensure that all employees carrying out the dead animal and/or on-street Clinical Waste Street Cleansing service are suitably equipped to deal with the effective and safe removal of needles and/or syringes throughout the Contract Area. The Contractor shall arrange for the immediate removal and deposit of such needles and/or syringes into a sharps box conforming to BS 7320 and arrange for its immediate safe disposal.
- 2.138 In the event that the Contractor discovers needles and/or syringes, then the Contractor shall remain at the site until the Clinical Waste is removed in order to ensure that members of the public do not come in to contact with the Clinical Waste.

APPENDIX 7

- 2.139 The Contractor shall deal with all dead animals collected in a manner such as not to unduly distress customers or members of the public. Dead animals taken from a road shall in the first instance be taken to the Contractor's depot, scanned for the presence of a microchip in the case of domestic animals and placed in a freezer for a period of up to five (5) working days. It shall be the Contractor's responsibility to provide the freezer facility; and to make it available for other Departments of the Council to deposit dead animals; and to arrange for its emptying and transportation to an appropriate Disposal Site.
- 2.140 The Contractor shall report the details of each instance of a dead animal found on a street and/or amongst Waste or Recyclables subsequently collected by the Contractor together with any dead animal collected within twenty four (24) hours to the Supervising Officer, such reports shall include the following:-
 - Date, day, time and location of collection;
 - Type of animal collected and a brief description;
 - Details of any information contained on any collar or name tag or micro chip; and
 - Time of delivery from the location to the Disposal Site.
- 2.141 The Council does not offer a service for the removal of pets from residents of the Borough. However, from time to time the Council does receive calls from customers requesting the removal of dead wild animals from their property and also pet animals that are not owned by the customer but may have died on their property. In such cases and upon instruction by the Supervising Officer the Contractor shall remove the animals from the premises as if they were dead animals found on the street.

The Stock Control Service

- 2.142 The Contractor shall provide the Stock Control and consumables service in accordance with the Supervising Officers specified Stock Control procedure and in accordance with the Material requirement details specified in 2.55.
- 2.143 If after the commencement date of the Contract the Contractor wishes to change the Stock Control procedure, it shall obtain the prior written approval of the Supervising Officer. In the event of the Contractor receiving the Supervising Officers approval of the Contractor's proposed changes the Contractor shall provide where appropriate or necessary a revised Stock Control procedure which shall take effect from the date agreed by the Supervising Officer.
- 2.144 In the event that after the commencement date of the Contract the Supervising Officer acting reasonably wishes to add to delete from or in any other way change the Stock Control procedure the Contractor shall having received a reasonable period of notice prepare a revised Stock Control procedure for approval by the Supervising Officer. The Supervising Officer shall as soon as reasonably practicable after receipt of the revised Stock Control procedure indicate to the Contractor any changes the Supervising Officer requires to the Stock Control procedure and the Contractor shall implement the changes immediately.

APPENDIX 7

3. GENERAL REQUIREMENTS

Hours of Operation

3.1 The Contractor shall implement the Services within the following time periods unless otherwise detailed in the Specification and/or as instructed by the Supervising Officer.

Street Cleansing

- 06.00 to 22.00 for Cleansing in Blue roads
- 00.00 to 23.59 for Cleansing in Brown roads
- 07.00 to 17.00 hours for all other Street Cleansing

Bank Holiday Working

3.2 A reduced Street Cleansing Service shall be implemented by the Contractor during the Christmas period as detailed in paragraph 2.5. The Contractor shall ensure that all the Scheduled Street Cleansing Services are implemented during all other working weeks that contain English Bank Holidays in accordance with the Contractor's Programme of Work.

Disposal Site

- 3.3 The Contractor shall, unless otherwise detailed in this Specification and/or as instructed by the Supervising Officer, deliver Waste arising from Street Cleansing to the following:
 - a) West London Waste Authority site at Transport Avenue;
 - b) Any other Waste transfer station or facility as directed by the West London Waste Authority and/or any other Waste transfer station or facility as directed by the Supervising Officer.
- 3.4 All Waste collected shall be deposited in an approved Waste collection vehicle and transported to one of the approved Disposal Sites on the same day as the collection day
- 3.5 In the event of any approved Disposal Site being closed, or for any other reason, the Supervising Officer may instruct the Contractor to use an alternative approved Disposal Site.
- 3.6 No additional payment shall be made unless the alternative Disposal Site is greater than ten (10) kilometres from the Borough boundary and the Council shall only pay the Contractor for the additional transportation costs for the distance over and above ten (10) kilometres from the Borough boundary.

- 3.7 The Contractor shall ensure that all site procedures, including health and safety codes of practice, are complied with at each approved Disposal Site.
- 3.8 The Supervising Officer shall meet the fees and charges for the disposal, Recycling, composting and treatment of Waste which the Contractor delivers to the approved Disposal Site in accordance with the Contract.
- 3.9 The Contractor shall note that vehicles often have to queue to use the approved Disposal Site. Such queues might involve a considerable loss of time and the Contractor shall be deemed to have allowed for such loss of time in its submitted Tender rates. The Contractor shall not be entitled to any additional payment for time spent waiting to use the approved Disposal Site.

Gates and Doors

- 3.10 At the Contract Commencement Date the Contractor shall be provided with keys, and where appropriate fobs for electronically-controlled doors, for all gates, doors and barriers that shall require access in order to undertake the requirements of the Specification. The Contractor shall ensure all gates, doors and barriers are closed and locked as appropriate once the Service requirements have been implemented.
- 3.11 Where the Contractor is required to hold access keys, fobs and padlocks for service roads, entry gates, bin chambers, depots in order to enable the Services to be provided, the Contractor shall ensure that his staff are made aware of the security and safety implications of such a system. The Contractor shall be required to sign for all keys, fobs and padlocks that are issued to him during the Contract Period and for returning such keys, fobs and padlocks to the Council at the end of the Contract Period.
- 3.12 The Contractor shall bear the cost of the replacement of any such keys, fobs and padlocks that are lost or damaged and of any reasonable security measures implemented as a result of such loss including without limitation the replacement of locks.
- 3.13 The Contractor shall, wherever practicable have copies of keys cut and stored within the Contractor's Office to allow for service recovery and to arrange replacement keys when lost within twenty four hours. All copies of keys shall be returned to the Council at the end of the Contract Period.
- 3.14 The Contractor shall, thirty (30) days prior to the Commencement Date, submit for the approval of the Supervising Officer a 'key control procedure' for the management of all keys, fobs and security devices used to gain access to collection areas which the Contractor shall implement within thirty days of the Commencement Date.

Lost Property

- 3.15 Any item of property not considered to be Waste found by the Contractor shall be handed in to the nearest Metropolitan Police Station (after first reporting it to the Supervising Officer) within twelve (12) hours of being found.
- 3.16 The Contractor shall ensure that a record is kept of all items of property found and showing details of the location of the find, the nature of the property and the police station to which it was taken and any relevant police report number or police officer's number. Such record shall be made available to the Supervising Officer within twenty four (24) hours of a request for such information.

Hazardous Waste

3.17 The Contractor shall not collect hazardous Waste, save as directed and/or instructed by the Supervising Officer in the event of an Emergency. Upon discovery the Contractor shall immediately report the occurrence to the Supervising Officer who shall arrange for the safe collection and disposal of the hazardous Waste, using a specialist contractor.

Changes to the Service

3.18 The Supervising Officer may require changes to the Street Cleansing Schedule detailed in Table 1. The extent of the notice period and the manner of the notification shall be as directed by the Supervising Officer and the notification to residents and/or customers shall be implemented by the Contractor. No changes to the Street Cleaning Schedule shall take place until all affected residents and/or customers have received prior notification.

The Sorting of Waste

- 3.19 The Council is occasionally required by the police, or other public services, or in response to requests from residents and/or customers to deliver Recyclables and/or Waste to designated areas for sorting or searching for evidence, or by residents and/or customers to sift through Recyclables and/or Waste in order to locate lost valuables and other items.
- 3.20 The Contractor shall as directed by the Metropolitan Police and/or the Supervising Officer:-
 - a) deliver Recyclables or Waste to such areas as may be required by the Metropolitan Police and/or Supervising Officer for the purpose of sorting;
 - b) provide sufficient staff to sort through Recyclables or Waste;
 - c) collect (including sweeping up and loading into a Waste collection vehicle);
- 3.21 The Contractor shall be paid for this work in accordance with the submitted Daywork Rates.

APPENDIX 7

- 3.22 The Contractor shall provide the following information to the Supervising Officer no later than 10.30 on the following working day (unless a different timescale is specified) for:
 - a) locations of streets or other locations where it was not possible to complete Scheduled Street Cleansing;
 - b) any address at which reusable containers, Litter bins, specialised Litter bins or Litter bin liners have been damaged, or have been found to be damaged, together with a brief description of the damage and explanation of the damage where appropriate;
 - c) any address at which Litter bins, specialised Litter bins or Litter bin liners have been removed by the Contractor
 - any damage to any property, premises, highway or street furniture together with a brief description of the damage and an explanation of the damage;
 - e) any other information as reasonably required by the Supervising Officer.
- 3.23 The Contractor shall be required to provide the Supervising Officer with Weighbridge tickets, for Waste arising from Street Cleansing, on each day services are provided, and in a format approved by the Supervising Officer.

Democratic and Community Engagement

- 3.24 The duty of Best Value is one that is, above all, a duty owed to local people. Where reasonably required by the Supervising Officer the Contractor shall work collaboratively with the Council to promote the services and engage positively with Elected Members, Borough resident and tenant groups, and local community organisations on the performance of the services and their delivery. This shall include, but not be limited to, requests to:
 - a) attend Council Committee meetings;
 - b) attend relevant Council meetings to present and answer questions annually on their Operational Plan;
 - c) attend public meetings;
 - d) meet with residents and tenants associations;
 - e) meet with special interest and user groups plus local organisations e.g. the Chamber of Commerce; and
 - f) participate in campaigns and events to promote the Councils services

Water Hydrants

3.25 The Contractors use of water hydrants for the delivery of the Services shall only be carried out in accordance with a procedure to be agreed with the Supervising Officer prior to the Commencement Date. All water hydrants shall be turned off completely after use and the covering plate properly re-seated using only tools appropriate for the purpose. The Contractor shall comply with all licensing arrangements and shall provide copies of such licenses to the Supervising Officer. APPENDIX 7

Inclement Weather

- 3.26 If, in the opinion of the Supervising Officer, the weather on any particular day or part of a day is so inclement as to make work impractical, then the Supervising Officer reserves the right to suspend the Contractors implementation of part and/or the whole of the Services detailed in the Specification for that day or part of a day. If the Supervising Officer suspends the implementation of the Services, then the Contractor shall immediately make his resources available to the Supervising Officer for the implementation of other work. Such other work could include, but is not limited to, the clearance of snow and ice or the collection of storm debris.
- 3.27 Following the Supervising Officer's suspension and subsequent approval for the recommencement of the Contractors implementation of Scheduled Street Cleansing detailed in the Specification the Contractor shall carry out Cleansing as soon as possible thereafter and shall unless agreed otherwise by the Supervising Officer restore all the Street Cleansing to the specified standard on the next Scheduled Street Cleansing day as detailed in Table 1. No additional payment shall be made to the Contractor by the Supervising Officer in respect of any additional expense the Contractor may incur in complying with this Clause.
- 3.28 The Supervising Officer may consider a request from the Contractor to suspend the Service as a result of inclement weather. If the Supervising Officer shall not approve a request to suspend services by the Contractor then the performance of the Services shall not be suspended and the Supervising Officer's decision shall be final. Should the Supervising Officer agree to the Contractors request to suspend the Service as a result of inclement weather, then following the Supervising Officers approval for the recommencement of the Contractors implementation of the Services detailed in the Specification the Contractor shall carry out Cleansing as soon as possible thereafter and shall unless agreed otherwise by the Supervising Officer restore all the Street Cleansing to the specified standard on the next Scheduled Street Cleansing day as detailed in Table . No additional payment shall be made to the Contractor by the Supervising Officer in respect of any additional expense the Contractor may incur in complying with this Clause.
- 3.29 The Supervising Officer may require the Contractor to deploy the Contractor's resource that has been released from routine Cleansing as a result of the suspension of the Service on other work, such other work shall be as specified to the Contractor by the Supervising Officer. Unless agreed otherwise by the Supervising Officer, no additional payment shall be made to the Contractor by the Supervising Officer in respect of any additional expense the Contractor may incur in complying with this Clause.