

**MELTON BOROUGH COUNCIL**

**SPECIFICATION FOR GREEN WASTE DISPOSAL**

###### Description of the Services:

### Receiving Contract Waste from vehicles of the Client and their collection and HWRC providers or any agents acting on their behalf;

###### Definition of Contract Waste

### Contract Waste includes Garden Waste, Cardboard and/or Parks and Garden Waste. The definitions of Garden Waste, Cardboard (not applicable to Leicestershire County Council) and Parks and Garden Waste are to be used as a guide only as waste and compositions are variable. The Authorities do not warrant the accuracy of the descriptions provided.

### The Provider shall accept and manage all Contract Waste during the Term. The Provider shall project the quantities of Contract Waste to be managed, and be satisfied that the Service will cater for all Contract Waste throughout the Term.

### The Council gives no guarantee of the composition of Contract Waste. Changes in the proportion of Contract Waste or fractions within the waste stream are a risk borne by the Provider.

###### Hours of Working

### The Provider shall open the Premises for the receipt of Contract Waste for (as a minimum) the opening hours (the "Opening Hours") shown in the following table.

**Table 1 – Standard Opening Hours for Receipt of Green Waste**

|  |  |
| --- | --- |
| **Days** | **Time** |
| Weekdays | 07:30 to 17:30 |
| Saturdays | 07:30 to 15:30 |
| MBC: Sundays working will not normally be required , however Sunday opening ( 8:00-15:30) shall be made available upon Supervising Officer instruction no additional payment shall be made for Sunday working and the contractor shall allow for this within the rates given in their Bill of Quantities | 8.00 to 15:30 |
| LCC: Sundays may be required (particularly during the Summer) as much of the input tonnage arises during weekend periods. This may need to be outleted on a Sunday | 8.00 to 15:30 |
| No service will be required on Christmas day , Boxing day or New years day, on all other statutory and Bank holidays including Good Friday working may be required at the request of the client officer , no additional payment shall be made for working on any of these statutory or Bank Holidays including Good Friday and the contractor will allow for this within the rates given in their Bill of Quantities | 8:00 to 15:30 |

### The Premises shall be available to receive all Contract Waste delivered by or on behalf of the Client during the Opening Hours.

### The Provider shall ensure that all Premises are operational during the Opening Hours on all statutory and bank Holidays except Christmas Day, Boxing Day and New Years Day pursuant to Table 1 above unless otherwise agreed by the parties prior to commencement of the Service and subject to the requirements of all Necessary Consents.

### The Provider shall carry out all planned maintenance at the Premises in a manner that does not impact on the availability of the Premises or the Service. The Provider shall, wherever practicable, carry out all maintenance outside the Opening Hours of the Premises.

### The Provider shall provide the Authorised Officer with access to the Premises during the Opening Hours and any other hours as agreed between the Parties.

### The Authorised Officer may require additional opening hours from time to time. When instructed to open Premises outside the Opening Hours, the Provider shall do so within one hour of being instructed and operate it to the same standards as apply during Opening Hours.

###### Provider's Obligations – General

### The Provider shall accept, transfer, treat and/or dispose of Contract Waste delivered to the Premises by or on behalf of the Client for the Initial Term. The Authority shall have the option to extend the initial term (which is three (3) years) of the Agreement by up to seven (7) years subject to satisfactory performance by the Provider.

### The Provider shall ensure that at all times the provision of the Premises, plant and equipment and their operation, monitoring and maintenance is in accordance with:

* + - * national, regional and local policy frameworks for the management of household and municipal waste;
      * all Laws and regulatory requirements, including those of all Regulatory Bodies;
      * all relevant permissions and Necessary Consents;
      * the Provider's Quality Management System;

and does not cause a nuisance to members of the public.

### The Provider shall maintain an effective and measurable interface with the public and other stakeholders and will support any educational programmes promoting waste minimisation and recycling activities.

### The Provider shall maintain the Service in accordance with this Agreement is order to ensure continuity of the Service.

### The Provider shall mitigate all risks associated with this Agreement.

### The Provider shall review the Specification with the Authorised Officer at the Authorised Officer's request. Following such review, where necessary the Provider shall implement any amendments required to the Service Delivery Plans. The Provider shall allow for such amendments in the Pricing Schedule and the cost for delivering the Service shall remain with the Provider.

### The Provider shall immediately advise the Authorised Officer of any industrial action or contingency of any kind that might affect its ability to maintain the Service.

### The Provider shall ensure that there is at all times a sufficient number of Staff engaged in the provision of the Services with the necessary level of skill and competence. This includes cover for periods of holiday, sickness and other absence and during peaks in demand for each of the Services. The Provider shall ensure that from such date as the parties shall agree, all Staff receive such training and supervision as is necessary to ensure the proper performance of this Agreement and comply with all health and safety rules, procedures and requirements.

### The Provider shall have a system for the management of complaints about his operations. This should conform as far as possible to the Client's Corporate Complaints Procedure.

### The Provider shall inform the Authorised Officer in detail of the nature and location of any operations he performs under this Agreement and promptly of any change in these, and shall at all times allow him access to such operations.

### All data and information regarding the contract is to be recorded, stored, and transferred electronically using a secure system.

### The Provider shall co-operate with the Client and other providers of waste management services for the Client for the exchange of such information as is needed for the efficient management of the Service.

### Providers’ Obligations – Quality and Environmental Management

### The Provider shall ensure that the impact on the environment of any of his operations under this Agreement is adequately and sufficiently assessed, supervised, controlled and monitored in accordance with the Provider's Environmental Management System (if applicable) and all relevant Laws.

### The Provider shall manage the Premises and processes involved in the treatment of Contract Waste in a manner that minimises impact to the natural environment, the local area and neighbours. To this end, the Provider shall develop and maintain an Environmental Impact Control Plan, which shall include all actions required by him to:

#### minimise the environmental impacts of receiving, transporting and treating of the Contract Waste, including but not limited to those from light, noise, vermin and other pests, litter, flies, dust, emissions, odour and traffic;

#### meet all the environmental conditions contained or referred to in the Necessary Consents; and

#### comply with all Laws.

### The Provider shall make all necessary reports to the Environment Agency as required by any Waste Management Licence and shall copy all correspondence with any Regulatory Body to the Client.

### The Provider shall implement at its own cost the amendments to the Environmental Impact Control Plan including for the avoidance of doubt all changes required to the Premises and Services.

### The Provider shall obtain and comply with the requirements of all Necessary Consents. Any notice, report or letter from a Relevant Regulatory Body relating to a failure of Necessary Consent shall be forwarded to the Client within twenty-four (24) hours of receipt by the Provider.

### The Provider shall keep the Premises clean and tidy and shall ensure that the Premises are clear of all litter by the end of each day.

### The Provider shall remove from the Premises and transport all Contract Waste in accordance with the relevant Method Statement.

## Provider’s Obligations – Premises

### The Provider shall accept all Contract Waste delivered to its Premises by or on behalf of the Client provided the Contract Waste meets the Acceptance Criteria.

### The Provider shall manage all Premises in a manner consistent with Good Industry Practice.

### The Provider shall provide Premises that are compatible with the delivery systems, quantities and types of Contract Waste from the Client's collection services.

### The Provider shall ensure that the Premises are supervised by a designated and suitably experienced manager at all times who is contactable by telephone during its opening hours. During any enforced absence from the Premises of the manager, the Provider shall nominate an alternative member of staff as his/her replacement.

### The Provider shall ensure that vehicles delivering Contract Waste to the Premises are not subjected to delays except those necessarily arising out of compliance with the requirements of this Agreement, including the weighing of vehicles, completion of necessary checks and safe operation of the discharge facilities.

### The Provider shall operate the Premises in such a manner as to prevent vehicles queuing back onto the highway.

### The Provider shall display prominently at the Premises a copy of the site rules and conditions.

### The Provider shall install a system to:

* + - * record all vehicles delivering Contract Waste on behalf of the Client;
      * check that the vehicles are permitted to deliver Contract Waste to the Premises;
      * record the vehicles’ gross and tare weights;
      * calculate the weight of the Contract Waste received and all Products and Residues removed from the Premises;
      * provide the Client with data on the Contract Waste received and, where appropriate, on its final destination.

### The Provider shall provide and thereafter maintain a weighbridge for the duration of the Term. Weighbridge data shall be issued and transmitted electronically. and meets the entire requirement under Section 11 of the Weights and Measures Act 1985.

### The Provider shall ensure that weighbridges are:

* + - * maintained free from faults;
      * serviced in accordance with the manufacturers’ instructions;
      * checked and certified accurate twice a year by the Weights and Measures Inspectorate. Dates of calibration should be supplied to the Client and copy certificates made available on request;
      * operated only by a person holding a Certificate of Competence under Section 18 of the Weights and Measures Act 1985, such person always being present in the weighbridge office during the Premises Opening Hours.

### In the event of breakdown of a weighbridge installation a valid manual recording system that can also be audited shall immediately be instituted and maintained in operation until the weighbridge is again in normal operation. In operating the weighbridge installations, the Provider shall have regard to its obligations in the 'Duty of Care, A Code of Practice, March 1996' issued under Section 34(7) of the EPA 1990 (as amended).

## Provider’s Obligations – Contract Management

### The Provider shall at all times keep the Client aware of all material issues relating to the provision of the Services.

### The Provider shall respond to correspondence from the Client or members of the public by acknowledgement of the correspondence in accordance with the Client's customer care procedure.

### Following receipt of a complaint from the Client or member of the public, the Provider shall take appropriate action in accordance with Good Industry Practice and the Client's Corporate Complaints Policy.

### The Provider shall nominate a senior member of staff as Provider's Representative to provide a direct contact point twenty four hours a day with the Client, to be available for regular meetings with the Client or other Regulatory Body as and when required.

### The Provider shall attend regular contract review meetings (at times and at the locations specified by the Authorised Officer) with the Authorised Officer and shall attend all other meetings requested and convened by the Client to consider the operation of the Service.

### The Provider shall provide the Client with unrestricted access (subject to health and safety regulations) without prior notice, to all Premises utilised by the Provider in providing the Service. The Provider shall similarly provide escorted access at all reasonable times for the Authorised Officer and members, on reasonable notice from the Client.

### The Provider shall provide all information required by the Client to verify compliance with the terms of this Agreement.

### Within five days of the end of each month, the Provider shall submit to the Client a report on the information required to comply with the waste dataflow requirements in a format to be agreed.

## Provider’s Obligations – Site Security

### The Provider shall be responsible for the security of all Premises provided for the provision of the Service,

### The Client will not be liable for any claim for loss by the Provider resulting from any breach of security.

### The Provider shall provide full details of his arrangements for dealing with security and the results of vandalism in the Service Delivery Plans. Emergency procedures shall also be detailed in the Service Delivery Plans.

## Provider’s Obligations – Health, Safety, Welfare and Training

### The Provider shall be responsible for all health, safety and welfare aspects of the Service and shall comply with current health and safety regulations, working rules and Laws, where applicable.

### The Provider shall carry out appropriate health and safety risk assessments and shall adopt safe working practices, all as detailed in the Service Delivery Plans, so as to ensure the highest standards of safety for all Staff, service users and visitors.

### The Provider shall provide and maintain in good working order all necessary guards, screens, fences and traffic control measures at the Premises.

### The Provider shall provide all necessary fire-fighting, first aid, health and safety facilities at the Premises provided for the Service

### The Provider shall be responsible for the suitable and safe use of the equipment used in the provision of the Service and no equipment shall be used which may be unsuitable, unsafe or liable to cause damage.

### The Provider shall require its Staff at all times while engaged in the provision of the Service to be properly and presentably dressed in suitable work wear, protective and reflective clothing.

### The Provider shall provide all Staff with appropriate welfare facilities in accordance with the Workplace (Health, Safety and Welfare) Regulations) Welfare 1992.

### The Provider shall prominently display at the Premises a copy of the site ‘rules and conditions’ included in the Service Delivery Plans. Copies shall be made available to all Staff and those undertaking statutory or Client functions in relation to the performance of the Service. Any amendments to site rules must be notified to the Authorised Officer prior to implementation.

### The Provider shall provide Staff with adequate training throughout the Term.

### The Provider shall maintain health and safety training records for its Staff to demonstrate training, understanding and compliance for all the Service. Staff are to be certified for all activities they undertake. Re-training and new certificates shall be obtained where Staff are required to operate new vehicles, equipment or plant, or where the model has changed. The title, itinerary and actual training covered, shall be recorded by the Provider on the individual member of Staff's training record. These records shall be open for inspection by the Client within 24 hours of a written request.

### The Provider shall produce a Health & Safety Report for submission to each liaison meeting detailing accidents and dangerous occurrences reportable under RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995). Any RIDDOR reportable accident or accident involving a member of the public must be reported to the Client within 1 hour of any accident occurring. The Health and Safety Report shall include all other details of health and safety issues.

### 