Appendix 1 - Specification - All Lots

1. Scope

1.1 On 1 April 2019 Bournemouth Borough Council (BBC), Christchurch Borough Council (CBC) and Borough of Poole (BoP) were replaced by a new council named Bournemouth, Christchurch and Poole Council (BCP Council).

1.2 BCP Council (the Council) covers the areas of Bournemouth, Christchurch and Poole.

1.3 Prior to 1 April 2019 Bournemouth and Poole were operating as separate unitary authorities.

1.4 Prior to 1 April 2019 Christchurch waste services were part of an organisation lead by Dorset County Council, known as Dorset Waste Partnership (DWP).

1.5 From 1 April 2019 to 31 March 2020 Christchurch waste services are operated by Dorset Council. Responsibility for Christchurch waste services transfers to BCP Council on 1April 2020.

1.6 Due to the arrangements of the previous councils there is a long term contract with Viridor Waste Management which runs until 2027 for the collection and disposal of green and wood waste from the Poole area.

1.7 BCP Council requires its Contractor to have a site within the local area to enable Council vehicles to directly tip waste materials after collecting from domestic properties.

1.8 Some material streams require a haulier to collect and take the waste from a Council owned depot to the Contractor’s site.

1.9 Further details of the Council owned sites are presented in Appendix 3.

2. Contract Principles

2.1 The Contractor shall manage all waste in accordance with the waste hierarchy and principals of the circular economy.

2.2 The Contractor shall endeavour to provide the services at the least cost to the Council and to the environment.

2.3 The Contractor shall comply with all reasonable verbal or written instructions issued by the Council's Representative within the timescale notified at the time the instructions are issued. If the Contractor considers an instruction to constitute a variation, the Contractor shall notify the Council before the work is carried out.

3. Key Performance Indicators (KPIs)

3.1 The Contractor's performance of the Services will be assessed against KPIs.

3.2 All KPIs will be reviewed annually by the Council and the Contractor, any additional or changes to KPIs will be agreed by both parties before the 27th August each year following the commencement date of the contract.

3.3 If an amendment to the KPIs results in a change to the contract then both parties shall agree and complete a variation to the contract.

4. Operational Contact

4.1 The Contractor shall name at least one member of staff to act as a direct contact point 24 hours a day with the Council in case of any major fault that would prohibit the service from being carried out.

5. Location and tipping times

5.1 The Contractor's site will need to be located within one or more of the following postcode areas: BH1, BH2, BH3, BH4, BH5, BH6, BH7, BH8, BH9, BH10, BH11, BH12, BH13, BH14, BH15, BH16, BH17, BH18, BH21, BH22, BH23 and BH24.

5.2 The Contractor shall give the Council priority access and egress to/from site to ensure that Council vehicles have minimum turnaround time. If such Council priority adversely impacts Third Party waste contracts then the Contractor shall not be entitled to bring any claim against the Council for any losses that it may suffer.

6. Site Access for Disposal

6.1 The site shall be accessible by articulated lorries or equivalent.

6.2 The Contractor shall maintain a suitable roadway between the public highway and points where the Council is required to deposit waste material. All vehicle types up to an articulated lorry size shall be able to access the roadway and tipping point. This includes a vehicle carry its maximum legal payload. Low clearance vehicles such as street sweepers shall also be unhindered by the layout of the site.

6.3 The design of the Contractor's site shall be accessible all year round and through any inclement weather.

6.4 Where Council vehicles will be tipping the waste materials the Contractor shall ensure that the turnaround times are on average no longer than 20 minutes.

6.5 The Council will not tolerate the use of abusive/bad language or intolerant behaviour to any staff or visitors to the Site(s).

6.6 The Contractor shall not permit children (with the exception of organised visits) or domestic animals onto Site or in any vehicles/machines used in the performance of the Services.

7. Contingency for Site

7.1 The Contractor shall have a contingency plan to accept all material from the Council in the event that the Contractor is unable to accept material at the Contractor's site. This plan should not cause any unreasonable delays or cost to the Council.

7.2 The Contractor shall notify the Council immediately if it is required to implement its contingency plan.

7.3 The Council reserves the right to divert material to a more convenient location should the location identified in the contingency plan be deemed unsuitable. The Council will not hold liability of any cost this may occur to the Contractor through not completing the service during the contingency plan's implementation.

8. Health and Safety

8.1 The Contractor when required shall provide site induction and training to Council staff utilising the Contractor's site. The induction shall include:

8.1.1. provision of a copy of the Site rules;

8.1.2. reporting and recording procedures on Site;

8.1.3. traffic flow arrangements and speed restrictions;

8.1.4. access and tipping arrangements for the different types of vehicles;

8.1.5. correct use of facilities;

8.1.6. specific safe unloading practices and considerations;

8.1.7. accident/incident reporting procedures;

8.1.8. breakdown procedures; and

8.1.9. site emergency procedures.

9. Haulage requirements

9.1 <u>Nuffield Recycling Centre</u>

Waste can be removed via the haulage operator, Monday to Friday between 9am to 2pm. This excludes Christmas, Boxing Day and New Years Day when the site is closed.

9.2 <u>Millhams Recycling Centre</u>

Waste can be removed via the haulage operator, Monday to Friday between:

9.1.1. 9am to 3:30pm in the Winter period (1st October to 31st March inclusive).

9.1.2. 9am to 4:30pm in the Summer period (1st April to 30th September inclusive).

9.1.3. This excludes Christmas, Boxing Day and New Years Day when the site is closed.

9.3 The haulage operator will keep all operational vehicles in a safe and roadworthy condition.

9.4 The haulage operators should adhere to all site safe working practices and traffic management plans.

9.5 The Contractor will provide Haulage Operators with their own Personal Protective Equipment (PPE) which should comply with the Council's standards. There should be no need to utilise the site facilities, however use of the toilet on site is available providing there is prior agreement from a Council representative.

9.6 BCP Council's health and safety rules take precedence above all others.

9.7 The Loading Operator(s) on site will communicate with the Haulage Operator for example via telephone, to advise when the haulage vehicles may access the site.

9.8 Two-way site radio communication with Site Supervisor, Weighbridge and Loading Plant Operators will be available if the site is accessed between 8:30am – 5pm when weighbridge staff are present to hand out radios.

9.9 Vehicles may not be loaded on the weighbridge. Any vehicles requiring additional loading to maximise capacity will need to return to the loading area.

9.10 The Contractor shall control, in accordance with Good Industry Practice, the conveyance of loose and wet loads on the highway, the removal of mud, refuse, etc. from the wheels of vehicles before passing onto a highway.

9.11 The Contractor shall cleanse the highway of any mud, refuse, etc. falling onto the road from a vehicle.

9.12 BCP Council will decide when loads leave the Council owned sites and will be organised and approved by named Council management/ supervisory staff.

9.13 The Haulage Operator will receive direction from site entrance to the Service Area using radio communication (if available) and on site traffic lights which are controlled by the Loading Operators.

9.14 The Haulage Operator will receive direction from site entrance to the Service Area using radio communication (if available) and on site traffic lights which are controlled by the Weighbridge.

10. Contract Monitoring and Records

10.1 The Council shall with 24 hours notice have the right to undertake spot checks of the Contractor's systems and working methods and its site to ensure compliance with the Contract and, in particular, environmental and health & safety legislation. These spot checks may be undertaken at any time during the Contract Period. This includes any assets used by the Contractor to complete all parts of the service.

10.2 The Contractor will make available copies of the waste carrier's licences required to perform all services under this contract. If any licences are renewed or change the Contractor shall within 5 working days submit copies to the Council.

10.3 The Contractor shall submit an end destination report detailing the location and process used for all material that is managed under the contract. Any changes to this information will be reported to the Council within 5 working days.

10.4 The Contractor will be required to provide records of how and where the material is processed including any further treatment if the material is transported away from the Contractor's site.

10.5 The Contractor shall ensure that any processing of material is handled in compliance with the requirements of the Environment Agency.

10.6 All material shall be handled in the process described in the End Destination Report.

10.7 The Contractor is required upon request to make the details of further documentation available to the Council to check its compliance with legislation (e.g. relevant Environment Agency permits, waste carrier's licenses etc.)

10.8 Any incidents or compliance issues raised by the Environment Agency, Planning Authority or other appropriate bodies which may affect the operation of this Contract will be reported within 2 working days to the Council. The Contractor will keep the Council up to date with any developments from these issues.

10.9 The Contractor shall operate procedures that ensure the Council is charged only for the services delivered under this contract.

11. Weighbridge Records

11.1 The Contractor shall have a weighbridge at its site which meets the following criteria:

11.1.1. The weighbridge meets the Non-automatic Weighing Instruments Regulations 2016;

11.1.2. The Contractor will calibrate the weighbridge annually as a minimum;

11.1.3. The capacity of the weighbridge will be no less than 50 tonnes;

11.1.4. The procedure for weighing will be able to produce electronic records containing the information as in clause 11.2 as follows:

11.2 The Contractor shall provide a monthly report to the Council to include each transaction of material. Each record shall include:

11.2.1 unique weigh ticket serial number;

11.2.2 operator name;

11.2.3 name of Site/Facility;

11.2.4 type of waste, including European Waste Catalogue Code;

11.2.5 in the case of Delivery Points, the Council collection round number/origin of the waste;

11.2.6 delivery vehicle registration number;

11.2.7 date of delivery;

11.2.8 time of entry and exit;

11.2.9 gross, tare and net vehicle weight;

11.2.10 unit price;

11.2.11 cost per load; and

11.2.12 Landfill Tax, where applicable;

12. Dealing with Objectionable Waste

12.1 The Council gives no guarantee or undertaking as to the composition of Contract Waste. The Contractor shall accept and make provision for potential changes in quantity and composition of Contract Waste over the Contract Period.

12.2 The Contractor shall make assessments of any possible future trends for changes in materials and end process and factor this in their response.

12.3 Due to the open nature of the Recycling Centres the waste materials will be exposed to the weather. The Contractor shall not reject any material load if it contains wet material.

12.4 Where the Contractor reasonably considers that any single load of Waste delivered to a Delivery Point pursuant to this Contract constitutes Objectionable Waste, the relevant load shall be segregated from all other Waste at the Delivery Point, reported to the Council within 1 working day and retained for inspection by the Council.

12.5 Objectionable waste shall be stored at the Contractor's site until transported to a facility appropriate for the treatment or processing of the material.

13. Future Variations

13.1 The Council may have changes during the course of the contract as follows:

13.1.1 Food waste collections in the Poole area. This would include food waste to be collected from both domestic and commercial properties. Additionally waste may be collected at the Poole Recycling Centre. All waste collected as part of this would require the same disposal route as the other food waste under this contract.

13.1.2 Increasing the amount of waste sent for reuse is a priority for the Council. The Council operates reuse shops which may take proportions of the wood waste to sell or reuse for furniture projects.