

## Street Cleansing Services

### 1.0 Scope of Service

1.1 The Services to be provided within this part of the specification embrace the provision of all plant and labour and then carrying out the works of sweeping and litter picking of streets, prescribed and land areas, the seasonal clearance of leaves, emptying of litter and dog waste bins, cleaning of the beach and car parks, street washing, deep cleaning and the removal of fly tipped materials or other accumulations of waste, the removal of graffiti and fly posting, finally ensuring the lawful and safe disposal of all materials collected in the course of these undertakings.

### 2.0 Objectives

2.1 The objectives of the Service are to:-

- ◆ Improving the level and quality of street cleansing to comply fully with the requirements of the Environmental Protection Act Code of Practice on Litter and Refuse, and to exceed the requirements of the code in a small number of areas which are subject to high public use during the evening.
- ◆ The level of service in terms of frequency of cleansing will largely be determined by the contractor. The Council will expect quality cleaning strictly in accordance with the contractor's schedule, that is, right first time, every time.
- ◆ Providing rapid effective and efficient means of removing fly tipping, fly posting and graffiti.
- ◆ Demonstrating continuous improvement in delivering the services included within the contract. Both in terms of customer satisfaction, and performance with respect to national and local performance indicators, together with continuous improvement in environmental performance.

### 3.0 Principal Activities and Volumes of Work

3.1 To sweep, scavenge, litter pick and remove any weed growth from roads, footpaths, traffic islands, right of way, planters etc, to the standards specified and zoned as either Zone 1, 2 or 3 as detailed in the Schedules. The Council has categorised certain Zone 1 areas as "Zone 1 Plus" and these are to be maintained until 22.00hrs. Zone 1 currently has approximately ??km of road, Zone ??km, Zone ??km and Zone 1 Plus ????.

3.2 Sweep, scavenge, litter pick and maintain to the specified standards for all Zones, the prescribed and land areas detailed in the Schedules.

Zone 1 currently includes some ?? sq m of block paved pedestrianised area. There are some ?? sq m of surfaced car park. The Council also acts as

## **Part C - Street Cleansing Specification**

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agent for the 1066 Housing Association and their areas are detailed separately in the schedules.

- 3.3 Emptying and maintaining in a clean and serviceable condition all litter bins and dog waste bins. There are ??? litter bins currently. ??? sited in Zone 1. ??? dog waste bins are sited as shown in the Schedules.
- 3.4 Maintain ??? km of beach from 1 April to 30 September each year. Then carry out seven cleans when requested by the Manager within the remainder of the year. There is no foreseeable change in the volume of this work.
- 3.5 Dog Waste Removal – a specialised mobile dog faeces removal service is to be provided. This service is to be high profile and work on the basis of Scheduled Scavenging of public areas to detect and remove faeces. The Contractor is to ensure the hygienic and lawful disposal of materials collected.
- 3.6 Leaf and Blossom Clearance – the clearance of leaf fall and blossom is included in the work undertaken within this Specification. The workload will fluctuate due to natural influences.
- 3.7 Needles and syringes – the Contractor will be required to provide a responsive Service to recover, contain and arrange for the safe disposal of discarded needles and syringes.
- 3.8 The Contractor is required to cleanse certain underpasses, sunken areas and alleyways and remove graffiti and/or fly posting.
- 3.9 The Contractor is required to provide a graffiti removal/cover up service and fly posting removal service. This will be a rapid response service on both public and private property when authorised and indemnified by the owner.
- 3.10 Street washing – The Contractor is to provide a washing and deep cleansing service of some pavements, pedestrianised areas and car parks.

### **4.0 Statutory Requirements**

- 4.1 Contractors must be conversant with the Statutory Duties of the Council in respect of the cleansing of highways and other areas, and also their own responsibilities in respect of the 'Duty of Care' requirements. Therefore, the Contractor will be expected to acquaint themselves with the relevant provisions of the 'Environmental Protection Act 1990' and the 'Controlled Waste Regulations 1992', and with any succeeding legislation and relevant associated regulations.
- 4.2 Any penalties prescribed by law and any consequential costs resulting from the Contractor failing to carry out those Statutory Duties must be paid for by the Contractor.
- 4.3 Tenderers must be prepared to supply the following:-
  - Proof of registration under the Controlled Waste Regulation of Carriers and Seizure of Vehicles Regulation 1991.
  - Details of proposed documentation.

- Demonstration of an approved system of file retention of documentation for a full two-year period as required under the Act.
- The final decision on the precise extent and application of any legal provision relating to waste collection and, in particular, on the application of the definition of the various categories of waste, shall be made by the Council, with whom the Contractor shall consult in the event of any dispute.

4.4 All waste collected shall become the property of the Council from the moment of collection and it is not lawful for any person other than someone authorised by the Council to sort over any waste.

## **5.0 The Law**

5.1 It will be incumbent upon the Contractor to carry out the services in accordance with statutory obligations and the policies adopted by the Council from time to time. Consequential costs resulting from the contractor failing to carry out the legal duties must be paid by the Contractor. Payments may be deducted from any monies due to the Contractor, or recovered as a debt from the Contractor. The Contractor must satisfy them self as to the law governing the performance of the Service Contract, but for reference purposes and for the convenience of the Contractor the principal legal provisions are set out below. In the event of any dispute as to the precise extent and application of any legal provisions the decision of the Authorised Officer shall be final.

### **5.1.1 The Control of Pollution Act 1974 – Sections 23 and 27**

- (a) Section 23 of the Act gives the authority powers temporarily to prohibit vehicle parking to allow street sweeping to take place.
- (b) It shall not be lawful for any person other than someone authorised by the Council to sort over any waste, and a person who contravenes this Section is liable to prosecution. All waste collected shall remain the property of the Borough Council until the completion of disposal at a designated disposal site, when the waste then becomes the property of the Disposal Authority, its Agents or of the disposal site owners.

### **5.1.2 The Highways Act 1980, Section 185**

This section enables a local authority to provide litterbins in streets, with permission of the Highway Authority if applicable.

### **5.1.3 The Litter Act 1983**

The Act relates to the abatement of litter. Sections 5 and 6 enable local authorities to provide and maintain litterbins in streets and public places. It also puts an obligation on the authorities to empty and cleanse litterbins so provided.

The Borough Council will exercise its powers under this Act as appropriate.

**5.1.4 The Environmental Protection Act 1990**

- (a) The associated Code of Practice on Littering and Refuse came into force on 1 April 1991.
- (b) Section 86(9) transfers the responsibility for cleansing of all roads except motorways to District Councils.
- (c) Section 89(1) of the Act places a duty on the local authority to ensure that all land in its direct control which is open to the air and to which the public has access is kept clear of litter and refuse so far as practicable.

**5.1.5 The Council has made the following byelaws etc in respect of dogs:-**

- (a) Byelaws relating to dogs on the beach.
- (b) Byelaws relating to the removal of canine faeces from public walks, pleasures grounds and open spaces.
- (c) Byelaws with respect to keeping dogs on leads on public walks.
- (d) Control of Dogs Order in respect of all roads in the Borough.

**5.2 Indemnity**

The Contractor will be aware that many Acts of Parliament, Codes of Practice, Regulations and Standards are applicable to the work of street cleaning litter collection and beach cleansing. The Contractor must indemnify the Council against the consequences of any breach of such provisions including the Environmental Protection Act and the Code of Practice.

**5.3 In addition to Statute Law and the Codes of Practice applying to those laws, the Contractor should note the following requirements:-**

- (i) The Contractor shall ensure, and shall be deemed to have ensured, that provision is made in his tender for travelling to and from the areas to be cleansed, in addition to provision for carrying out the cleansing.
- (ii) A Variation Order will be issued from time to time regarding newly adopted highway, for work to be carried out strictly in accordance with the appropriate Unit Rate.
- (iii) Particular attention shall be given to ensuring that all areas fouled are properly cleansed and faeces collected and removed. Please note that this includes both mammal and bird faeces.

- (iv) During sweeping the Contractor shall ensure the waste shall not enter any highway gully. Any evidence of this will entail the cleansing of the gully by the Contractor at their expense.
- (v) The Contractor shall give particular attention when sweeping the edge of unchannelled carriageways to avoid scouring away earth from the adjacent bank or verge.
- (vi) The Contractor is required to cleanse and disinfect as necessary in and around shelters as part of their normal scheduled work. This does not include the windows, walls and ceilings of any shelter.
- (vii) All waste from footpaths must be collected and removed and not allowed to enter the drainage channels.
- (viii) The cleansing of the pavements shall be carried out under and around deck chairs when they are situated on the promenade returning the chairs to the same positions as found. Similarly under and around all street seats and benches.
- (ix) The Contractor will not be responsible for clearing large accumulations of shingle from promenades unless a Variation Order is issued, i.e. large accumulations, which, in the Contractor Compliance Manager's opinion, can only be removed by mechanical means.

## **6.0 Local Strategic Considerations**

**6.1** In 2003 the Council completed a best value review of the refuse & street cleansing services, & published an improvement plan, which included the following:-

- ◆ Introducing a "customers charter".
- ◆ Providing a rapid response style of environmental clean-up service, particularly with respect to fly-tipping hotspots.
- ◆ Identifying "Zone One+" areas with reference to the EPA Litter Code, such as areas with high public access after 8.00 p.m., with a view to introducing cleansing outside of the normal hours of operation, based upon need.
- ◆ Develop services that meet the Council's commitment to equalities and inclusion.

**6.2** The successful tenderer will be expected to work in partnership with the Council in developing these service improvements, and will be expected to provide innovative solutions to help achieve them.

## **7.0 Improving Services**

**7.1** The Council firmly believes that the best way to achieve the ambitious plans for these essential services, is through fostering the best possible working relationships and understanding between the Council and the contractor. During the duration of the contract the Council will arrange regular Service Development Meetings to be jointly attended by the appropriate managers from the Council and the contractor.

- 5.2 In addition to the performance indicators specified by Government, authorities are expected to develop and use local performance indicators to measure local performance and responsiveness to meeting local needs. These indicators and targets will also be used as an aid to monitor the performance of the contractor in fulfilling obligations under the terms of the contract and will require the maintenance of extensive, accurate records. The contractor will be expected to play a full part in the setting and monitoring of targets.

## **8.0 Performance Indicators**

The current performance indicators for this part of the service are set out below. Contractors should note that the requirements in respect of fly posters and graffiti are enhanced and detailed at 20.1.

- (a) BVPI 199 – The proportion of relevant land and highways as defined under the EPA 1990 Part IV section 86 (expressed as a percentage) that is assessed as having combined deposits of litter and detritus across four categories of cleanliness.
- (b) LPI?? – the percentage of fly tips removed within 2 working days of reporting.
- (c) LPI?? – the percentage of graffiti removed within 2 working days of reporting.
- (d) LPI?? – the percentage of fly posters removed within 2 working days of reporting.

## **9.0 Client**

- 9.1 The client will be the Environment & Safety Directorate of the Hastings Borough Council who will manage the Service Contract through the Environmental Services Division.

## **10.0 Client Interface**

- 10.1 These services are required to be delivered in a high profile way as they are often regarded as the most readily visible of all Council services delivered.
- 10.2 All employees of the Contractor must carry identity cards in a form approved by the Authorised Officer and make such cards available to inspection on request by an officer of the Council or, if requested to do so, by a member of the public.
- 10.3 All persons employed by the Contractor in the performance of these services shall disclose their identity if requested to do so and shall not attempt to avoid doing so.

## **Part C - Street Cleansing Specification**

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- 10.4 The Contractor's manual employees shall wear identifiable uniforms which have been approved by the Authorised Officer, at all times whilst employed in duties under this Service Contract.
- 10.5 Representatives of the Contractor may be required to attend meetings with residents and or their representatives, some of which may be in the evenings, to discuss standards or explain working methods. Similarly, representatives will be required to meet with the Client on a weekly basis to discuss achievements and the programme of work. Quarterly meetings in relation to achievement of objectives and review of the Service. Certain detailed statistical information will be required; this is detailed in the Specification.
- 10.6 These services necessitate the Client and Contractor being able to communicate readily both inside and outside of normal operational hours. The Contractor should, therefore, provide a radio link or mobile telephone to both the Client and their Duty Supervisor to facilitate this.
- 10.7 The Contractor shall submit to the Authorised Officer in each week a statement showing:-
- (a) The cleaning work which was carried out during the previous week, sufficient to enable the Authorised Officer clearly to identify the location and effectiveness of the work, and
  - (b) The total number of operational input hours incurred in carrying out the street cleansing service during the previous week.

## **DETAILED SPECIFICATIONS AND SCHEDULES**

### **11.0 General Requirement**

- 11.1 The Contractor is required to keep streets, prescribed and land areas clear of litter and detritus in accordance with the Code of Practice on Litter and Refuse 1991 as enhanced by BVPI 199 made under the Environmental Protection Act 1990. The schedule of streets give recommended minimum frequency of sweeping suggested to maintain the Litter Code standard

### **12.0 Beach Cleaning**

- 12.1 The Contractor shall scavenge the beach as follows:
- 12.1.1 The Beach shall be free from all visible litter, refuse and faeces by 9.00am and maintained to that standard throughout the day between 1st April and 30th September each year.
  - 12.1.2 In addition the Amenity beach will be cleansed between 1<sup>st</sup> October and 30<sup>th</sup> March in accordance with Schedule ???
  - 12.1.3 The Contractor will be required to clean the beach from Cinque Ports Way to the western Borough boundary and from the Harbour Arm to Groyne no.2 in accordance with schedule ???
  - 12.1.4 Litter on the beach within 5m of the walkway between Harold Place and the end of Pelham Walkway shall be removed at the time of cleaning the walkway.
- 12.2 Any large deposits of oil must be reported immediately to the Authorised Officer, but small amounts which can be cleared by hand shovel shall be dealt with by the Contractor as part of everyday beach cleansing.
- 12.3 Sufficient resources must be available to meet any contingency that may reasonably be expected to arise, e.g. removal of large debris requiring the use of heavy cutting and lifting equipment.
- 12.4 Any damage to the public highway, beach or property resulting from beach cleansing must be reported to the Authorised Officer at the end of the working day.
- 12.5 Whilst working on the beach, employees should be careful not to pick up any hazardous chemicals. Any such materials found must be reported to the Authorised Officer immediately.
- 12.6 The Contractor may be required to salvage and store materials from the beach, for which a Variation order will be issued.
- 12.7 Any cetacean (whales, dolphins, porpoises etc) or other large animal found on the beach is to be reported to the Authorised Officer immediately and only



removed when instructed. An order to remove the animal if required will be issued and paid in accordance with the Daywork rates.

### **13.0 Leaf and Blossom Clearance**

13.1 The collection and disposal of leaf and blossom fall shall form part of the normal street cleansing service. No additional payment will be made for this work. The Contractor must include for the work within their Tender.

### **14.0 Public Car Parks**

14.1 The Contractor shall scavenge and sweep public car parks outlined in schedule ??? including parking areas and walkways daily including Bank and Public holidays apart from Xmas Day, Boxing Day and New Years Day. The car parks are open 24 hrs and the Contractor should be mindful that they start to fill early in the day particularly in the summer season. For this reason operations may commence before the restricted hours of operation for other areas but the Contractor should not cause a noise nuisance as a result of choosing to exercise this allowance.

### **15.0 Street Washing**

15.1 The Contractor is to provide for washing and deep cleaning of the pavements, pedestrianised areas and car parks as described in Schedule ??? This shall include the deep cleaning of areas to remove spent gum and re-sanding as necessary. The Authorised Officer may, by issue of a Variation Order, require additional washing, scrubbing or pressure washing and other works.

### **16.0 Litter Bins**

16.1 The Contractor shall empty in accordance with the frequencies set out in Schedule ??? and in accordance with the Specification.

16.2 The litterbins themselves will be provided by the Council.

16.3 The Contractor is to keep litterbins in a clean, serviceable condition and, as necessary or when instructed by the Authorised Officer, wash and disinfect them. Any damaged or missing bins or bins with liners missing shall be reported to the Authorised Officer and any displaced returned to their original position. All graffiti and fly posters are to be removed from the bins at the time of emptying.

16.4 The Contractor may provide and fix plastic sacks for use as bin liners if they wish, but at no extra cost to the Council.

16.5 The Contractor shall co-operate with the Authorised Officer in trying to prevent the misuse of litterbins by householders or traders. Any domestic, garden or trade waste shall be searched for evidence of the person who placed it in or adjacent to the bin. Any information gained shall be passed to the Authorised Officer for action.

## **Part C - Street Cleansing Specification**

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- 16.6 If there is a regular problem in any area due to misuse of or lack of litterbins, the Contractor should advise the Authorised Officer so that an investigation can be made.
- 16.7 The area surrounding the bin must be cleared of all deposits including liquids or spillage of litter at the time of emptying.
- 16.8 All litter bin lids where fitted must be securely fixed in position and all bins with locking devices must be made secure after emptying.

### **17.0 Dog Waste Bins**

- 17.1 The Contractor shall empty and maintain in a clean condition the Dog Waste Bins which are shown in Schedule ??? at the frequencies indicated in the Schedule and in accordance with the Specification.
- 17.2 The Dog Waste Bins themselves will be provided by the Council.
- 17.3 The Contractor is to keep bins in a clean condition and wash and disinfect them once per month or as instructed by the Authorised Officer. Any damaged, missing or displaced bins or bins with liners missing shall be reported to the Authorised Officer.
- 17.4 The Contractor shall provide and replace plastic sacks at each emptying, of a size, manufacture and material as specified. Different colour bags are to be used on each day. The colours and their rotation to be agreed by the Authorised Officer.

### **18.0 Needles and Syringes**

- 18.1 The Contractor shall note that the collection of discarded syringes and needles will form part of the Service.
- 18.2 Syringes and needles are defined as litter for collection and the Contractor shall collect them into purpose made "sharps boxes" and dispose of them in accordance with East Sussex County Council Code of Practice for Clinical Waste.
- 18.3 The Contractor shall make their employees aware of the risk of infection from syringes and needles and will provide all necessary equipment and clothing to reduce this risk to a minimum.

### **9.0 Underpasses**

- 19.1 The Contractor shall remove graffiti and fly posters from the walls, floor and roof of the Underpasses, sunken areas and alleyways in accordance with clause 10.
- 19.2 The Contractor will wash and disinfect the floors, walls and ceilings of the pedestrian underpasses, sunken areas and alleyways in accordance with

schedule?????. Additional washing and disinfecting of the underpasses, sunken reas and alleyways as instructed by the Authorised Officer will be strictly in accordance with the appropriate Unit Rate entered by the Contractor in his Tender.

**20.0 Graffiti & Flyposting Removal**

**20.1** The contractor shall remove graffiti and flyposting from both public and private property. The contractor will be responsible for seeking authorisation and indemnification from owners of private property. Such removal shall be completed within 24 hours of notification from the Authorised Officer. Contractors should note that the response times set out in this clause are enhanced from the current performance indicator targets.

**21.0 Accumulation of Waste**

**21.1** The Contractor may be required to deal with large accumulations of waste, or isolated items as directed by the authorised officer not otherwise included in the Specification.

**21.2** The waste shall be collected and disposed of within 48 hours of specific instructions from the Authorised Officer unless otherwise agreed by the Authorised Officer and strictly in accordance with the appropriate Daywork Rates which the Contractor included in their Tender for the use of additional plant or labour over that required to perform the normal requirements of the Service Contract. No additions will be paid for work undertaken during the normal hours of operation by plant or labour included in the Contractor's operational proposals.

**22.0 Dead Animals**

**22.1** Upon instructions from the Authorised Officer dead animals shall be collected in a yellow plastic sack and disposed of at the disposal point designated by the Authorised Officer. The precise location, date, time and description of the animal shall be recorded and passed to the Authorised Officer immediately. The Contractor is to allow for this within the Tender price.

**23.0 Shopping Trolleys**

**23.1** Upon instruction of the Authorised Officer, the Contractor shall remove to storage any abandoned shopping trolleys, which will be returned to the owner upon further instruction of the Authorised Officer.

**24.0 Dangerous Materials and Pollution**

- 24.1 Oil and chemical pollution will normally be dealt with under the East Sussex Peacetime Emergency Plan. Should a Contractor's employee receive a report on, or find, any pollution he should inform the Authorised Officer.

## **25.0 Explosives**

- 25.1 All discoveries of unexploded bombs, shells, mortars and any other explosive material should be reported immediately to the Police via the 999 system. **All persons must be kept away from the area and on no account must an attempt be made to touch the item found. Expert handling is necessary.**

## **26.0 Additional Responsive Cleansing and Dayworks**

- 26.1 Other responsive cleansing over and above that included in the Specification will be required to be carried out at the discretion of the Authorised Officer. This work will be the removal of quantities of waste, additional washing, cleaning, scrubbing or disinfecting.
- 26.2 A Variation Order will be issue to carry out such work, in accordance with the Schedule of Unit Rates, where plant or labour over and above that normally employed on the Service Contract duties is necessary.
- 26.3 The Contractor shall complete the cleansing in accordance with the instructions of the Authorised Officer and in all cases within a maximum period of 48 hours from the Variation Order being issued unless otherwise agreed with the Authorised Officer.
- 26.4 The Schedule of Daywork Rates is designed to deal with any works that are not specifically covered in other Bills of Quantity and are of an unquantifiable nature.
- 26.5 Any increase or decrease, which occurs in cleansing as a regular requirement will be dealt with strictly in accordance with the Service Contract Conditions.

## **27.0 Civil Emergencies**

- 27.1 The Contractor may be required to provide labour and plant on a Daywork basis, for dealing with civil emergencies such as flooding, oil pollution, clearance of snow or ice and other similar matters. possible use of schedule of rates for snow clearance.
- 27.2 The Authorised Officer shall not call upon the workforce unless absolutely necessary and will not request personnel to carry out tasks needing specialist training or for which they are not suited.
- 27.3 By agreement with the Contractor, the Authorised Officer may request that certain key employees be trained in dealing with aspects of civil emergencies. All arrangements, administration, training costs, wages and any other costs which are approved by the Supervising Officer will be paid by the Council.

## **28.0 Special Functions**

28.1 Hastings as a Borough is an historic and tourist centre and has a variety of special functions held at a number of locations around the Borough throughout the year. The Contractor will be expected, as part of his normal operations, to collect all the litter arising from such functions on the streets, car parks or beach.

## **29.0 Voluntary Work**

29.1 From time to time voluntary groups or commercial concerns may wish to carry out or sponsor area one-off "clean ups" for environmental or charity fund raising reasons. Any work carried out will be considered as additional to any work specified in the Service Contract and no deduction will be made from the Contractor's monthly valuation. However, it is anticipated that the Contractor will recognise the contribution to their duties and consider assisting in planning any such event, particularly with regard to transporting any waste collected to the tip.

## **30.0 Gullies, Traffic Signs and Street Name Plates**

30.1 The Contractor will not be required to cleanse or otherwise maintain gullies, traffic signs and street name plate under this Service Contract.

## **31.0 Definitions**

31.1 In this Service Contract the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:-

- (i) "Code of Practice" means the Code of Practice on Litter and Refuse issued by the Secretary of State under the Environmental Protection Act 1990 or any amendment or re-enactment thereof.
- (ii) "Council" means the Hastings Borough Council or any successor Authority.
- (iii) "District" means the whole of the area comprised within the Hastings Borough and more particularly delineated on the map in Schedule ? or the Boundary of any successor Authority.
- (iv) "Authorised Officer" means the Council's nominated officer or such other person as shall from time to time be appointed by the Council and notified in writing to the Contractor to act as Authorised Officer for the purposes of the Service Contract.

## Part C - Street Cleansing Specification

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- (v) "Waste" means all rubbish, waste or other matter to be collected and dealt with in pursuance of the Service Contract.
- (vi) "Prescribed Areas" means, unless otherwise specifically stated, carriageways, footpaths, footways, grass verges, grass banks, tree bases, tree grids, flower containers, visibility splays and car parks, public areas up to the boundary of the adjoining property, around street furniture and around and within bus and other shelters.
- (vii) "Carriageway" means the metalled surface between the kerbs or edges of the road, including lay-bys.
- (viii) "Scavenging", the searching for, picking up by manual means and removal of waste from prescribed and other areas and disposal at a designated tip.
- (ix) "Sweep", the searching for and removal of waste by manual or mechanical means, from prescribed areas other than grass verges, grass banks and other similar unsurfaced areas, and disposal at a designated tip and where necessary, will include the whole surface of the prescribed area where this is necessary to remove grit, dust or detritus.
- (x) "Sweep as necessary", sweep as frequently as required to secure and maintain a satisfactory standard of cleanliness, as laid down in the Code of Practice and to ensure the removal of all grit, dust or detritus.

The Authorised Officer's decision on standards is final and can be given at any time on request.

- (xi) "Amenity Beach" means the area of beach exposed at Mean High Water from Groyne No. 1 to Groyne No. 2 and from the Harbour Arm to Cinque Ports Way.
- (xii) "Fishermen's Beach" means the area of beach exposed at Mean High Water from Groyne No. 2 to the Harbour Arm.
- (xiii) "Other Beach" means the area of beach exposed at Mean High Water from Cinque Ports Way to the Western Borough Boundary.
- (xiv) "Summer Season" is the period from 1<sup>st</sup> April to 30<sup>th</sup> September each year.
- (xv) "Leaf Clearance", the searching for and removal by manual or mechanical means of fallen leaves and blossom from prescribed areas other than grass verges, grass banks and other similar unsurfaced areas, and disposal at a designated point.
- (xvi) "Weeds and grass", the Contractor will be responsible for keeping all streets free from weeds which will usually be achieved by the use of a suitable chemical spray. Any chemicals that the Contractor proposes to use must be in accordance with the Code of Practice for the Use of Pesticides and Herbicides produced by East Sussex County Council

Any small growth of weeds in the channels, footways or at the boundary of the highway with private premises during the year must be removed by the street sweeper, if necessary, by hand as part of their street sweeping duties.

Any grass cuttings left after the maintenance of verges or other grass areas must be cleared up as part of the normal sweeping duties, within the timescales for rectifying defaults against the Code of Practice.

- (xvii) "Cleanse or Cleansing" embraces all the essential elements of health, safety and environment, and incorporates scavenging, mechanical and manual sweeping, beach cleansing, leaf sweeping, emptying and maintaining litter and dog waste bins, erecting notices and carrying out unscheduled and responsive work in accordance with the instructions of the Authorised Officer.
- (xviii) "Litter" means waste that includes all cardboard, plastic, paper, and wrappings of all description, bottles, cans, containers, packets, animal faeces and any visible or offensive debris.
- (xix) Refuse includes litter, debris, flotsam, jetsam, seaweed, weeds, oil cakes, bricks, dead animals and other materials that may cause a nuisance to the public.

### **32.0 Complaints**

- 32.1 All complaints concerning the street cleansing and other scavenging service will be made to the Authorised Officer and upon receipt, the Authorised Officer will notify the Contractor of the complaint verbally and confirm in writing. The Contractor will visit the main office of the client each weekday to obtain the written complaints or provide some other equally satisfactory method of receiving the written complaints that is agreed by the Authorised Officer. The Contractor shall not take any action to discourage the Council receiving complaints.
- 32.2 The Contractor shall keep a written record of all complaints received from whatever source and of the action taken by them in relation to the complaint. Such records shall be kept available for 12 months for inspection by the Authorised Officer at all reasonable times.

### **33.0 Working Hours and Days**

- 33.1 Cleansing shall take place seven days a week including Bank and Public Holidays when no less resources shall be available to meet the requirements of the Service Contract than any other time.
- 33.2 The Contractor's attention is drawn to the fact that being a holiday town the workload will fluctuate depending on the weather conditions and the time of year.

- 33.3 The Contractor should note that the opening hours of the disposal points could be a constraint on his operating hours and they must ascertain from the Disposal Authority the hours when the disposal points are open. If the Contractor wishes to operate outside these opening hours then they must make arrangements with the Disposal Authority and be responsible for any additional special charges made by that Authority in complying with the Contractor's request.
- 33.4 The only exceptions to 2.3.1 above will be Christmas Day when no service will be required. Other Bank and Public Holidays are to be dealt with as if they were a normal day for sweeping and scavenging purposes.
- 33.5 The Contractor should note that Christmas Eve will be considered to be a full working day.

#### **34.0 Inclement Weather**

- 34.1 If, in the opinion of the Authorised Officer, the weather on any particular day or part of a day, is so inclement as to make work impracticable or, if requested by the Contractor, the Authorised Officer may suspend the normal sweeping service for that day or part of a day. The Contractor will, however, be required to carry out the backlog of work as set down in Conditions relation to Liquidated Damages.
- 34.2 No additional payments will be made to the Contractor in respect of any additional expenses they may occur in complying with this requirement.

#### **35.0 Care of Property and Spillages**

- 35.1 The Contractor's workforce shall take care not to damage goods or property and to treat all premises with respect.
- 35.2 All litter bins, bin liners, covers and other equipment shall be replaced in their normal position. Any spillages of litter shall be completely swept up and removed. All gates, doors, locks and latches shall be properly closed on leaving any site or premises.
- 35.3 Any litter surrounding a litterbin shall also be completely swept up and removed.

#### **36.0 Claims**

- 36.1 Claims against the service for damage or injury to persons or property are matters which the Contractor should design procedures to prevent. Nevertheless, they must make arrangements under the Service Contract for insurance against such risks to the satisfaction of the Council and deal with those incidents, which do arise to the Council's satisfaction and indemnify the Council accordingly.



**37.0 Access to Site**

- 37.1 The Contractor's workforce shall use the recognised accesses to sites. Methods of work, which impair safe working arrangements or give rise to nuisance or damage to private property or inconvenience to members of the general public or residents, are unacceptable.

**38.0 Materials**

**38.1 Plastic Sacks**

- 38.1.1 Plastic sacks used for cleansing purposes shall be supplied by the Contractor.

- 38.1.2 Plastics sacks used in connection with Dog Waste Bins shall be various colours agreed with the Authorised Officer, of linear low-density plastic 300 gauge and be of a size to fit into the bins as a liner.

- 38.1.3 Sacks provided by the Contractor shall not be ordered until a sample has been seen and approved by the Authorised Officer.

**38.2 Water**

- 38.2.1 Any water required and used for carrying out the services shall be obtained in a manner approved by the appropriate water authority. Any charges due for supply shall be the responsibility of the Contractor.

**38.3 Disinfectant and Cleansing Agents**

- 38.3.1 Before any disinfectant or graffiti removal agent is used the type shall be approved by the Authorised Officer and shall wherever practicable be formed from ecologically sound materials. Any stocks shall be stored in accordance with the instructions issued by the manufacturer and in a locked store.

**39.0 Safety**

- 39.1 The Contractor will allow in their Tender for carrying out his operations in a safe, competent and proficient manner, including the provision of advance warning signs and traffic cones when necessary and must include in his Tender for the cost of this provision and all other expenses incurred in complying with the Tender documents.

- 39.2 In carrying out street cleansing, the Contractor shall take all practicable steps to minimise inconvenience or obstruction to pedestrians and vehicles.