

### **3. Specification**

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# Specification

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## 1 HARD AND GREEN WASTE COLLECTION

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### 1.1 Outline of the Hard and Green Waste Collection Service

The Council is looking to establish a contract to continue a booking system for the collection of Hard and Green Waste from Tenements within the Collection Area and the regular weekly collection of Dumped Rubbish from all Road Reserves and Laneways within the Collection Area.

The provision of a booking service wherein all Tenements in the Collection Area may at any time during the Contract Term, register the need for a collection of Hard and/or Green Waste, and a special collection will be made to registrant properties within the specified timeframe, together with the provision of a regular inspection and collection service of Dumped Rubbish from all Road Reserves and Laneways in the Collection Area, including a response to complaints about Dumped Rubbish.

The Contractor must transport all Hard and Green Waste and Dumped Rubbish collected to nominated Disposal Facilities or approved alternate disposal sites.

### 1.2 Specific Exclusions from Contract.

The Contractor is not required to involve itself in the following functions which are broadly related to the service, but which will be carried out by the Council or within a separate contract, unless specifically described otherwise elsewhere in this specification:

- 1.2.1 strategic planning and policy development and interpretation relating to the collection and disposal of Hard and Green Waste and Dumped Rubbish;
- 1.2.2 determination of Disposal Facilities for Hard and Green Wastes and Dumped Rubbish;
- 1.2.3 community education and promotion of the Services other than as specified;
- 1.2.4 enforcement of Acts, Regulations and the Council's Local Laws in relation to the Services;
- 1.2.5 collection of Dumped Rubbish from within shopping centres and shopping centre carparks. A list of Shopping Centres is provided at Attachment B;
- 1.2.6 collection of Dumped Rubbish from within parks and gardens and foreshore reserves and beaches;
- 1.2.7 collection of Hard and Green Waste and Dumped Rubbish from Office of Housing high rise flats; and
- 1.2.8 collection of Hard and Green Waste from Commercial Tenements other than single tenement properties where circumstances of suitable storage and access exist.

### **1.3 Contractor to Inspect Collection Area.**

The Contractor is deemed to have examined and to be aware of all risks, conditions, contingencies and other circumstances relevant to the performance of its obligations under this contract. There are many Road Reserve, Laneway and property conditions within the Collection Area which will present difficulties to the Contractor. Some of these difficulties are outlined as follows:

- 1.3.1 timing of service delivery must be such as to satisfy the regulatory requirements or guidelines regarding noise impact on amenity of residents;
- 1.3.2 Arterial Road peak traffic flows may impede the collection process;
- 1.3.3 narrow Road Reserves with traffic management devices may restrict Collection Vehicle access;
- 1.3.4 extensive on-street parking may impede access to Hard and Green Waste placed for collection and Dumped Rubbish;
- 1.3.5 overhanging branches from street trees and trees growing on the kerb line may impede vehicle access to some Hard and Green Waste placed for collection and Dumped Rubbish; and
- 1.3.6 vehicle access to collect Dumped Rubbish may be difficult in narrow Laneways with uneven surfaces, overhanging branches and leaning fences.

The Contractor must make its own investigation of all of the difficulties in servicing the Collection Area and in determining the most suitable work systems and Plant to deliver The Services. The Council does not warrant that any of the Contractor's Plant is suitable for use in the Collection Area, at the Disposal Facility or at any other place. The Contractor's obligations under this contract are not altered by any deficiency in or unsuitability of any of the Contractor's Plant or systems of work.

The Contractor should not presume that any of the difficulties in servicing including those outlined above will undergo improvement during the Contract Term, other than as specifically indicated in this specification.

### **1.4 Collection - Conditions and Procedures.**

The Hard and Green Waste Collection Service must be conducted according to the following process and conditions:

- 1.4.1 eligible Tenements may register a booking for a collection of Hard and/or Green Wastes from their property. The bookings will be received, recorded and administered by the Contractor. On receipt, bookings will be collated to achieve an orderly and efficient sequence and timing of collection and the relevant information given to the registrant;

- 1.4.2 the Collection Area is divided into five (5) approximately equal areas (“**Sub Areas**”) which are the daily collection areas for the Domestic Refuse and Recyclables Collection Services. The Hard and Green Waste Collection Service is to service each Sub Area on the same day as the Domestic Refuse and Recyclables Collection Services, such that every Sub Area is serviced on a weekly rotation. Where there is a change to the Domestic Refuse Collection schedule due to Public Holidays or other factors, the Hard and Green Waste Collection is to be similarly changed where practicable;
- 1.4.3 when a booking for a collection from a Tenement is registered, the Sub Area will be determined and the collection will be conducted in the next scheduled service of that Sub Area;
- 1.4.4 a list of the Tenements booked to be serviced in each Sub Area in a forthcoming week, will be forwarded to the Contract Manager from the Contractor on the Friday immediately following the next service week. The list will contain for each booking, details of the registrant name, address/location, telephone number, and nature and quantity of materials to be collected. Where a booking is sought for the coming week after the Friday list compilation, this is to be added to the list where practicable and the Council’s list amended accordingly. At the time of registration of a booking the Contractor must advise each registrant of the timing and required placement of the waste with a view to minimising the time that the waste is located within the Road Reserve. Where practicable, the material is to be placed for collection the day prior to the collection day. The Contractor will only receive payment for registered collections;
- 1.4.5 the Hard and Green Waste Collection Service will be fully funded by the Council and the Contractor is not to consider or receive any payment from a service recipient within this service, unless the conditions of the payment are expressly agreed to in writing by the Council;
- 1.4.6 each eligible Property in the Collection Area is entitled to a maximum of four (4) collections of either Hard Waste or Green Waste or combined Hard and Green Waste in each twelve month period of the Contract Term commencing on the Commencement Date. The Contractor will maintain records of requests for collection at all properties and will administer and apply this service condition;
- 1.4.7 Hard Waste placed for collection at a single tenement property is not to exceed two (2) cubic metres in volume. Green Waste placed for collection at a single tenement property is not to exceed two (2) cubic metres in volume. A registered collection at a single tenement property may combine both Hard and Green Waste to a maximum of four (4) cubic metres in volume, in which case both Contract Rates will apply to the collection. Where a property such as a block of flats comprises ten (10) or more tenements, then that property may combine both Hard and Green Wastes to a maximum of six (6) cubic metres in a single booked collection, in which case the Contract Rates will apply to the collection. A collection is not to be registered where the quantity of combined Hard and Green Waste is less than one half (1/2) cubic metre;
- 1.4.8 all Hard and Green Waste registered and placed for collection must be collected on the scheduled day of collection. If a site is inadvertently missed or where access was denied, the waste is to be collected by alternate arrangements within **three (3) days** of the scheduled collection;

- 1.4.9 Unacceptable Waste is not to be collected and must be left at the collection point. When this occurs the Contractor must leave a written notice at the Tenement affected, of a nature, size and content approved in advance by the Contract Manager, and which is produced and distributed at the expense of the Contractor, explaining why the Unacceptable Waste was not collected, and what alternate disposal options are available for the waste. All locations of Unacceptable Waste must be immediately notified to the Contract Manager;
- 1.4.10 where practicable, the Green Waste is to be sorted and separately collected in a manner that maximises the quantities of Green Waste sent to the Disposal Facility for re-processing Green Waste, and avoids landfill disposal; and
- 1.4.11 where practicable, the Hard Waste is to be sorted so that all salvageable and recyclable material is separated out for separate disposal to a recycling facility. Where the material so salvaged is able to be sold the proceeds of any such sale shall be kept by the Contractor. The non recyclable Hard Waste component is to be transported to the Disposal Facility by the Contractor.

## 1.5 Hard and Green Waste Quantities from Past Collections.

The Council has prior to this Contract operated a booking service for Hard and Green Waste collection and the numbers of collections registered, and the weights of materials disposed of were as shown in *Table 1*:

Month	Hard Waste		Green Waste
	No. Collections.	Tonnes	No. Collections.
May 09	561	85.08	173
Jun 09	469	81.80	180
July 09	557	87.61	205
Aug 09	552	77.98	139
Sep 09	549	125.18	204
Oct 09	652	128.02	166
Nov 09	584	153.08	238
Dec 09	462	61.16	208
Jan 10	561	86.37	563
Feb 10	615	77.68	372
Mar 10	648	100.62	316

*Table 1*

This data is provided as an indicator only of workloads.

## 1.6 Conditions and Procedures.

The Hard and Green Waste Collection Service must be conducted according to the process and conditions specified.

The Dumped Rubbish Collection Service must be conducted according to the following process and conditions:

- 1.6.1 the Contractor must each day inspect all Road Reserves and Laneways in one Sub Area, on the day following the Hard and Green Waste Collection Service to that Sub Area. Where the collection service falls on a Friday the inspection of that Sub Area must occur on the following Monday. When the inspection reveals instances of Dumped Rubbish then the Dumped Rubbish is to be collected and transported to the Disposal Facility on the same day as the inspection;
- 1.6.2 the Contractor will also receive complaints about Dumped Rubbish within the Collection Area, which may be received directly from residents or be referred from the Council. The Council will install at its cost in the Contractor's Office, and the Contractor will be required to operate, the Council's electronic Pathway Customer Request Management ("CRM") system. Upon receipt by the Contractor, such complaints are to be registered individually on the CRM within two working hours. Arrangements are to be made by the Contractor such that all Dumped Rubbish which is the subject of complaints received or referred is collected from any location within the Collection Area **within two (2) working days** of the direct receipt or referral. The collection of each instance of Dumped Rubbish which is entered as a case on the CRM must be recorded as completed on the CRM immediately after the collection;
- 1.6.3 All Dumped Rubbish must be collected irrespective of the quantities involved. Where quantities at a particular site are excessive or inaccessible so as to require significant extra work by the Contractor, the Contractor may contact the Contract Manager who will inspect the site and determine if the circumstances warrant additional payment to the Contractor. Any additional payment under this clause shall be entirely at the discretion of the Contract Manager. Irrespective of the Contract Manager's determination and immediately thereafter, the Dumped Rubbish must be completely collected by the Contractor;
- 1.6.4 Where the Dumped Rubbish comprises Unacceptable Waste, the Unacceptable Waste is not to be collected and the Contractor is to immediately notify the Contract Manager who will inspect the site determine the action to be taken;
- 1.6.5 Where the Dumped Rubbish contains clear evidence of ownership, or the circumstances are such that the origin of the Dumped Rubbish is clearly able to be determined, such that action is available under a Local Law of the Council or other anti-litter legislation to have the offenders prosecuted and the Dumped Rubbish removed by them, then the Contractor is to immediately notify the Contract Manager who will inspect the site and determine the action to be taken. The Contract Manager will initiate and conclude any legal referrals. The Contract Manager may on inspection determine that the Dumped Rubbish is to be removed immediately or at any other time during a legal referral process and the Contractor must comply with such directions from the Contract Manager; and
- 1.6.6 The Contractor must provide the Contract Manager with a weekly data return which includes the following:

- a) Inspection/collection work component – a list of the collection numbers, location by address, type and quantity of material collected; and
- b) Complaint referral work component – a list of the collection numbers, locations, type and quantity of materials collected, and date and time of complaint and collection, all of which is to be generated by report from the Council’s CRM operation.

**1.7 Dumped Rubbish Quantities from Past Collections**

The Council has prior to this Contract collected Dumped Rubbish in the quantities shown in *Table 2*:

Month	From Inspections		From Complaints
	Collections	Lines Total	No. Collections
May 09	580	30.54	217
Jun 09	610	37.02	192
July 09	598	31.76	169
Aug 09	605	36.16	162
Sep 09	609	33.73	170
Oct 09	652	45.10	204
Nov 09	690	68.75	214
Dec 09	714	71.64	283
Jan 10	683	50.70	292
Feb 10	590	33.34	280
Mar 10	665	119.60	317

*Table 2*

This data is provided as an indicator only of workload and the Contractor must make allowance for reasonable variations in workload.

**1.8 Placement of Hard and Green Waste for Collection.**

All Residential Tenements are eligible for the Hard and Green Waste Collection Service that are able to comply with the conditions of the service. Commercial Tenements which are single Tenements on one property may participate in the service, however the service is not designed to have Hard and Green Waste stored on footways in busy commercial or strip shopping centres.

The Council has adopted the following locations for the placement by service recipients of the Hard and Green Waste for collection by the Contractor:

- 1.8.1 on the nature strip and at the kerb of the street frontage (or sideage of a corner property) or in the lane at the rear of the service recipient's property; or
- 1.8.2 where restrictions on space or access do not permit the above, at a suitable location within the property with the Contract Manager's approval; or
- 1.8.3 at a suitable location within the property, where the Contract Manager certifies that special circumstances of hardship or infirmity may exist with the service recipient.

At the time of registration of the service booking, the Contractor is to seek sufficient information from the registrant to determine and confirm the most suitable location for the material placement.

Except as provided in this clause, the Contractor must not enter or drive into any private property to pick up any Hard and Green Waste or for any purpose without the prior approval in writing of the owner of the private property or body corporate responsible for the private property, and the Contract Manager.

No additional allowance or variation is payable to the Contractor for compliance with its obligations under this clause.

The Contractor must indemnify the Council against any liability in respect of damage caused by any Plant or persons employed by the Contractor entering a private property to pick up any Hard and Green Waste, whether with or without the approval of the Contract Manager.

The Contractor is required to inspect and assess all likely points of collection of Hard and Green Waste. The Collection Vehicle or other Plant used must not cause damage to any roads, paths, nature strips, underground or overhead services or other infrastructure assets whilst conducting The Services. Any damage to public or private assets that results from the Contractor's operations must be repaired to the satisfaction of the Contract Manager at the expense of the Contractor.

## **1.9 Hard and Green Waste Excessive Quantities.**

Where the categorisation of waste placed for collection into Unacceptable Waste is uncertain, or where waste quantities are placed for collection that exceed the maximum volume stipulated, or do not meet the minimum volume stipulated, the Contract Manager is to be immediately notified and the Contract Manager will determine the action to be taken.

The Contract Manager may direct the Contractor to collect any material placed for collection, and the Contractor must comply with the direction.

The Contract Manager may direct the Contractor to collect waste in excess of the maximum quantity stipulated at any Tenement and where less than the minimum quantity stipulated at any Tenement, and the Contractor must comply with the direction.

## **1.10 Spillage and Site Clean up.**

Immediately following the collection of Hard and Green Waste or Dumped Rubbish each collection point and the adjacent road and footpath must be thoroughly cleaned of any remnant waste, spillage and waste receptacles. The Contractor's vehicles must be equipped with suitable tools to enable waste and spillage clean up and removal.

## 1.11 Use of Containers for Hard and Green Wastes.

The Council is not stipulating that a container be used by service recipients to contain Hard and Green Waste placed for collection. If a tenderer wishes to propose that a form of container be used, then full details of the proposal should be included in the tender submission together with the cost of the provision of the container by the Contractor. The Council will not contribute directly to the provision of containers for use within the Hard and Green Waste Collection Service.

Any use of containers or skips will be subject to approval of the Council. The Contractor will be required to comply with all Local Laws and obtain any permits in relation to the use of containers and skips within the road reserve, and pay any permit fees applicable.

## 2. COLLECTION SCHEDULE

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### 2.1 Collection Schedule

The Contractor must prepare a systematic scheme for the performance of The Services (**“the Collection Schedule”**).

Within the Collection Schedule the Contractor is to conduct the collection of Hard and Green Waste and Dumped Rubbish from Monday to Friday inclusive each week of the year, excluding Public Holidays.

A draft proposal of the Collection Schedule (including a map of the proposed collection areas) must be submitted with the tender response, and subsequently submitted to the Contract Manager for approval no closer than four (4) weeks to the Commencement Date. The Collection Schedule must include the sequence of inspections and collection of all materials collected by each Collection Vehicle, including the day and time of collection.

The Collection Schedule must be prepared so that Arterial Roads are serviced outside of peak traffic volumes, and having regard to the impact of noise of collection activities on residential properties.

The Services must only be conducted between 7.00 am and 3.00 pm on working days.

The Contract Manager may:

- 2.1.1 require that the Contractor provide further information in relation to the proposed Collection Schedule or any related matter; and
- 2.1.2 approve the proposed Collection Schedule subject to such conditions as are considered appropriate.

The Contractor must operate The Services in accordance with the approved Collection Schedules and any alteration to the Collection Schedule must only be made with the prior written consent of the Contract Manager.

If all or part of The Services is not conducted on the scheduled day the Contractor must complete the collection on the following day or any other day approved by the Contract Manager.

## **2.2 Amendments to the Collection Schedule.**

The Contract Manager may direct that amendments be made to the Collection Schedule during the Contract Term.

The Contractor may propose amendments to the Collection Schedule during the Contract Term. The Contract Manager may require the Contractor to provide any information considered to be relevant in respect of an application by the Contractor to alter the Collection Schedule.

## **3. SERVICE DISRUPTION AND EMERGENCY ACTIONS.**

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### **3.1 Contractor to Notify Contract Manager.**

In the event of any disruption to The Services, the Contractor must notify the Contract Manager of the details immediately and keep the Contract Manager informed of developments.

### **3.2 Public Notice of Stoppage.**

When adequate prior warning is given to the Contractor that a stoppage to The Services is to occur, or when a stoppage lasts more than one working day, the Contractor must, if directed by the Contract Manager:

3.2.1 place an advertisement in newspapers nominated by the Contract Manager ;  
and

3.2.2 organise a letterbox drop of an information leaflet to all Tenements affected by the stoppage.

The size, content and format of any newspaper advertisement and the content and format of any information conveyed by a letterbox drop must be approved in advance by the Contract Manager. The production and delivery of leaflet and advertisement is to be at the cost of the Contractor.

The Contractor must place such additional advertisements and organise such additional letterbox drops during the period of any stoppage as the Contract Manager may direct, to advise persons in affected areas of any emergency measures taken or to be taken.

### **3.3 Service Resumption After a Stoppage.**

In the event of service resumption following a stoppage to The Services, the Contractor must provide an immediate clearance consisting of the normal day's collection and a clearance of any Hard and Green Waste or Dumped Rubbish that has not been cleared in accordance with the Collection Schedule during the stoppage.

The Council is not liable to make any payment to the Contractor for the performance of any of the additional obligations on the Contractor under this clause.

Should the Contractor fail to perform any of its obligations under this clause without delay, the Council may perform the obligations itself or engage a third party to do so. The cost to the Council or a third party in performing such obligations shall be payable by the Contractor to the Council within two (2) days of receipt of notice in writing from the Contract Manager. For the purposes of this clause, the Contract Manager may

determine the cost to the Council of the performance of the Contractor's obligations by the Council or a third party and such determination shall be final and conclusive.

#### 4. DISPOSAL ARRANGEMENTS FOR HARD AND GREEN WASTE.

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##### 4.1 Designated Disposal Facility.

The Contractor is required from the Commencement Date to collect the Hard and Green Waste and the Dumped Rubbish from within the Collection Area and transport it to and unload it at a designated disposal site ("**Primary Disposal Facility**").

The Primary Disposal Facility for the waste components is shown in *Table 3*.

<b>Waste Component</b>	<b>Primary Disposal Facility</b>
Hard Waste	The landfill owned and operated by the City of Wyndham, and located in Wests Road, Werribee.
Green Waste	The treatment plant owned and operated by SITA, and located at Bunting Road, Brooklyn.
Scrap metal and other salvageable items.	Not applicable. Disposal point to be determined by the Contractor.

*Table 3*

The Contractor must determine and comply with the operating hours, conditions and materials acceptance criteria of the Disposal Facility.

The Contractor must use such routes to take collected materials to each Disposal Facility as approved by the Contract Manager.

Hard and Green Waste and Dumped Rubbish must be unloaded from the Collection Vehicles at the Disposal Facility by the Contractor. The Contractor must comply with all instructions and orders issued by the Contract Manager or the person in charge of the

Disposal Facility in respect to the unloading of the Hard and Green Waste and Dumped Rubbish.

#### 4.2 Use of Alternative Disposal Facility.

The Council may require the Contractor to transport Hard and Green Waste and Dumped Rubbish to and unload it at an alternate site to the Primary Disposal Facility (**“the Alternative Disposal Facility”**) during the Contract Term.

If the Council nominates use of an Alternative Disposal Facility, and this facility is measured to be a further distance by the most direct road route from the point nominated in this clause (**“the Measurement Point”**) than the Primary Disposal Facility, the Contractor will be entitled to an additional payment calculated on the basis of the difference, measured in kilometres (**“the Difference”**) between:

4.2.1 the distance, measured by the most direct road route, from the Measurement Point to the Primary Disposal Facility; and

4.2.2 the distance, measured by the most direct road route, from the Measurement Point to the Alternative Disposal Facility.

The payment for the period during which the Alternative Disposal Facility is utilised will be calculated in accordance with the following formula:

$$P = A \times B \times D$$

Where: P = the payment to be made per month;

A = the Alternative Disposal Facility Rate in Schedule 1 (\$/tonne/km), adjusted in accordance with the formula in the Annexure to the Services General Conditions.

B = the tonnage per month of affected Waste Materials collected ;  
and

D = the Difference (km).

The Measurement Point is the intersection of Fitzroy Street and Canterbury Road in St. Kilda.

Where the Alternative Disposal Facility nominated by the Contract Manager is measured to be a lesser distance by the most direct road route from the Measurement Point than the Primary Disposal Facility, the Council may be entitled to a reduction in payment calculated on the basis of the above formula, modified to suit the circumstances.

#### 4.3 Use of Resource Recovery Centre.

The use of a resource recovery centre to transport Hard and Green Waste, Dumped Rubbish and other wastes is not a requirement of this Contract, and the Contractor must determine the most practical and economical means of transport of Collected

Wastes to the Disposal Facilities and must incorporate this within the system of work and the Contract Price or Contract Rate.

The resource recovery centre operated by the Council in White Street, South Melbourne is not to be used for the deposit and transfer of materials from the Hard and Green Waste and Dumped Rubbish Collection Services.

#### **4.4 Weighing of Waste**

The Contractor must:

4.4.1 ensure that all Hard and Green Waste and Dumped Rubbish that it has collected under the contract is weighed prior to unloading at the Disposal Facility;

4.4.2 deliver to the Contract Manager a summary of all Hard and Green Waste and Dumped Rubbish unloaded at each Disposal Facility daily;

4.4.3 deliver all weighing dockets for Hard and Green Waste and Dumped Rubbish unloaded at each Disposal Facility to the Contract Manager weekly or at intervals determined by the Contract Manager; and

4.4.4 where a weighbridge is not available, provide an estimate of weight of materials using the actual volume deposited and a proven conversion to weight.

#### **4.5 Only Hard and Green Waste from the Contract Collection**

The Contractor must ensure that only Hard and Green Waste and Dumped Rubbish collected in the course of The Services is taken to the Disposal Facilities in the Collection Vehicles. The Contractor must do all things reasonably requested by the Contract Manager to enable verification that only Hard and Green Waste and Dumped Rubbish collected in the course of The Services is taken to the Disposal Facilities.

#### **4.6 Payment of Disposal Facility Costs.**

All disposal costs and other charges for use of each Disposal Facility will be paid by the Council. The Contractor must provide the Council with evidence to the satisfaction of the Contract Manager, of all tipping tonnages for each Collection Vehicle load of each type of waste unloaded at the Disposal Facility, within 7 days after the end of each month. The Contractor must verify that the Disposal Facility dockets are accurate and correct. This information must also be reported on a monthly basis.

Where Hard or Green Waste or Dumped Rubbish is not acceptable at a Disposal Facility due to contamination by Unacceptable Waste or other contaminants, the Contractor will be responsible to dispose of the material elsewhere to a legal point of disposal for the material, and must pay any costs involved. The Contractor must determine the acceptance criteria of each type of waste material that is applicable at each Disposal Facility and comply with the criteria.

## **5. CONTRACTOR'S PLANT**

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### **5.1 Provision of Plant.**

The Contractor must provide and maintain throughout the Contract Term sufficient and suitable Plant to carry out its obligations under this Contract in a thorough and efficient manner, including circumstances where any item of Plant is unavailable for use in the service due to any cause.

## **5.2 Standard of Plant.**

The Contractor must ensure that all items of Plant used in this contract:

- 5.2.1 are no older than three (3) years at the Commencement Date, unless an older vehicle is specifically approved in writing by the Contract Manager;
- 5.2.2 comply with all applicable Acts, regulations, local laws, guidelines and codes of practice;
- 5.2.3 are suitable for the purpose for which they are to be used;
- 5.2.4 are maintained in good repair, condition and appearance to the satisfaction of the Contract Manager; and
- 5.2.5 are equipped with :
  - (i) a broom and shovel for removing all waste spillages;
  - (ii) a suitable kit for the containment and removal of liquid spillages (to the satisfaction of the Contract Manager) resulting from Collection Vehicle malfunctions;
  - (iii) appropriate first aid equipment to the satisfaction of the Contract Manager;
  - (iv) a fire extinguisher to the satisfaction of the Contract Manager;
  - (v) appropriate communication equipment, either two way radio to base and/or a mobile phone
  - (vi) writing materials; and
  - (vii) written instructions on emergency procedures, safety procedures, operating procedures including collection routes and times, and any other matters necessary to enable the Contractor's employees or sub-contractors to perform the service safely, efficiently and in accordance with this contract.

## **5.3 Noise Emission.**

During the term of the contract, noise emission from any item of Plant during the waste pick-up and compaction cycle, when measured at a microphone point 7.5 metres +/- 0.2 metres horizontally from the collection Plant path and 1.2 metres +/- 0.1 metres above the roadway, must not exceed 80 decibels during any part of the collection (including the stop, start, accelerate away, bin loading and compaction cycles).

## **5.4 Hearing Protectors.**

At no time must the noise emission from any part of an item of collection Plant during any part of its operation be such that any Act or regulation would require the Contractor to wear hearing protectors.

## **5.5 Maintenance of Plant.**

- 5.5.1 All Plant must be kept clean and washed down and disinfected both inside and outside at the expiration of each working day (or such lesser frequency to which the Contract Manager may agree in writing), to the satisfaction of the Contract Manager. Cleansing must be carried out at the Contractor's Depot in accordance with all legal and statutory requirements including the *Environment Protection Act 1970* and to the satisfaction of the Contract Manager. The maintenance and repair of all Plant must be in accordance with the manufacturer's recommendations and legislation in force for the time being including (without limitation) the *Occupational Health and Safety Act 2004*.
- 5.5.2 The Contract Manager may direct at any time during the Contract Term that the Contractor's Plant be cleaned, repaired and repainted.

## **5.6 Inventory of Plant in Use.**

At least 28 days prior to the Commencement Date, and on each anniversary of the Commencement Date, the Contractor must prepare, sign and deliver to the Contract Manager an inventory of the Contractor's Plant.

## **5.7 Communication Equipment.**

All collection Plant operated by the Contractor in carrying out its obligations under this Contract must be fitted with an effective two-way communication system. For the purposes of effecting control over collection Plant engaged in the performance of the service, the Contractor must be able to maintain effective two-way communication with all collection Plant from the Contractor's Office.

## **5.8 Cartage.**

All cartage of any kind or actions of the Contractor in connection with the execution of this Contract must be carried out in compliance with the requirements of all relevant Acts, regulations, local laws, codes of practice or guidelines controlling the use of vehicles on public highways. When any Collection Vehicle is passing along roads or left standing in any public place, it must be secured so as to prevent the escape of any waste or other matter from the Collection Vehicle. No Collection Vehicle must be left standing in such a manner as to cause offence or present a hazard to a member of the public or the environment.

## **5.9 Deficiencies in Plant.**

If the Contract Manager considers that any item of the Contractor's Plant is deficient, the Contract Manager may give notice to the Contractor specifying the deficiency and:

- 5.9.1 stating a date by which the deficiency is to be remedied; or
- 5.9.2 stating that the item of the Contractor's Plant is not to be further used in the performance of or otherwise in connection with this Contract.

Any notice given by the Contract Manager under this clause may also:

- 5.9.3 specify that the item of the Contractor's Plant is not to be used until the deficiency has been remedied; or
- 5.9.4 specify that the item of the Contractor's Plant may only be used subject to specified conditions until the deficiency has been remedied.

Any notice given by the Contract Manager under this clause must give reasons for the direction.

## **6. CARE OF PROPERTY DURING COLLECTION SERVICE.**

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The Contractor must ensure that adequate provision is made on Collection Vehicles to prevent damage to private and public property during the collection process. The Contractor is to notify the Contract Manager of any incident that involves damage to private and public property. All employees, agents and sub-contractors of the Contractor must be instructed to ensure that care is taken of all property during the whole of the collection process.

The Contractor must at once remedy any damage done by its employees, agents or sub-contractors to any property, and should it neglect to do so, the Contract Manager may affect the necessary repairs and deduct the cost of so doing from any moneys due or subsequently becoming payable to the Contractor under this contract.

A written certificate by the Contract Manager will constitute conclusive evidence of a breach of this clause and of any amount that may be deducted from payments to the Contractor under this clause.

## **7. SUPERVISION OF THE CONTRACT.**

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### **7.1 Contractor's Representative**

The Contractor must employ a competent person to be responsible for the day to day operations of the Contractor and the supervision of all persons employed or engaged in carrying out The Services ("**the Contractor's Representative**").

The Contractor's Representative must be equipped with a suitable vehicle to the satisfaction of the Contract Manager. The Contractor's Representative's vehicle must be equipped with a mobile telephone capable of communicating with the Contractor's Depot, the Contractor's Office and the Council's Offices.

### **7.2 Availability**

The Contractor's Representative must be available and able to be contacted by the Contract Manager between 7.00 am and 5.30 pm each working day.

### **7.3 Knowledge and Directions**

Any direction, instruction, notice, determination, approval or other communication made or given to the Contractor's Representative is deemed to have been made or given to the Contractor. Any matter within the knowledge of the Contractor's Representative is deemed to be within the knowledge of the Contractor.

### **7.4 Complaints/Requests Handling Process.**

The Contractor will record and manage the community contacts in connection with The Services. All contacts will be logged on to the Council's recording system. The Contractor is required to investigate all cases referred and where a service deficiency is involved, the deficiency is to be rectified and the action taken and timeframe to be recorded on the system.

## **7.5 Investigation and Rectification of Complaints**

The Contractor must:

- (a) investigate all complaints and requests for service within two working hours of their referral by the Contract Manager;
- (b) ensure that any notification of a service deficiency that is received before 1.00pm each day is responded to that day. Complaints received by the Contractor after 1.00pm must be responded to within one hour of commencement of work the next day. Responses must advise of the proposed timing of action to be taken; and
- (c) advise the Contract Manager of the result of the investigation within four hours of the receipt of each complaint.

The Contract Manager may direct that any Hard and Green Waste or Dumped Rubbish missed is collected by the Contractor within the same working day.

## **7.6 Performance Audits.**

The Council may audit, or engage third parties to audit, the performance of The Services at any time without notice to the Contractor. The Contractor must provide any assistance requested by a member of the Council's staff, or a third party engaged for this purpose by the Council, in checking the Contractor's compliance with any of its obligations under this Contract.

# **8. PAYMENT**

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## **8.1 Payment Details.**

The basis of payment for the Hard and Green Waste Collection Service contract option will be a monthly payment equal to the Contract Rate applicable to the collection type, multiplied by the number of collection types registered and performed in the month.

The Contractor will be paid by the Council, within 30 days after the end of each month, an amount for that month, less any amounts which the Council may be entitled to retain or withhold, or which may be due from the Contractor to the Council under this Contract, determined according to the following formula:

$$P = A \times B + C$$

where  $P =$  the monthly payment applicable to either Hard or Green Waste Collection;

$A =$  the Contract Rate at the Commencement Date, applicable to a collection of Hard and/or Green Waste, adjusted in accordance with clause 8.2;

- B = the number of collections of Hard or Green Waste registered and collected in the month;
- C = any payment which the Council must make to the Contractor under clause 4.2 (use of Alternative Disposal Facility).

The basis of payment for the additional Dumped Rubbish Collection Service option will be a lump sum per annum inclusive of all aspects of the service.

The Contractor will be paid by the Council, within 30 days after the end of each month, a pro-rata monthly amount for that collection, less any amounts which the Council may be entitled to retain or withhold, or which may be due from the Contractor to the Council under this Contract, determined according to the following formula:

$$P = A + B$$

where

P = the monthly payment applicable for the Dumped Rubbish Collection component;

A = the pro-rata monthly component of the lump sum Contract Price applicable to the Dumped Rubbish Collection at the Commencement Date, shown in Schedule 1, adjusted in accordance with clause 8.2;

B = any payment which the Council must make to the Contractor under clause 4.2 (use of Alternative Disposal Facility).

## 8.2 Adjustment of Contract Rate and Price.

No variation to or adjustment of the Contract Rate applicable to Hard And Green waste, or the Contract Rate and Price applicable to Dumped Rubbish, or the Alternative Disposal Facility Payment will in any way invalidate this Contract.

The Contract Rate and the Contract Price and the Alternative Disposal Facility Payment must be adjusted on each anniversary of the Commencement Date in accordance with the following formula :

$$ACP = CP \times [1 + \{(CPI B - CPI A) / CPI A\}] \quad \text{where:}$$

ACP = the adjusted Contract Rate or Contract Price or Alternative Disposal Facility Payment, as the case may be ;

CP = the Contract Rate or Contract Price or the Alternative Disposal Facility Payment, as the case may be ;

CPI A = the Consumer Price Index All Groups (Melbourne) Number most recently issued by the Australian Bureau of Statistics at the Commencement Date ; and,

CPI B = the Consumer Price Index All Groups (Melbourne) Number most recently issued by the Australian Bureau of Statistics at the date of adjustment.

If the Australian Bureau of Statistics ceases to maintain the Consumer Price Index All Groups Melbourne, the Contract Manager may nominate another index to be used instead for the purposes of adjustments under this clause.

The Adjustment of Contract Rates and Price under this Clause will only be applicable should the Contract Term extension option(s) be exercised.

### **8.3 Certification of Payments.**

Within 14 days after the end of each month, the Contractor must:

8.4.1 submit an invoice to the Council, in a form approved by the Contract Manager, for any amount payable to the Contractor under clause 8.1. The invoice must contain any relevant details nominated by the Contract Manager and be in the form of a tax invoice (within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999*); and

8.4.2 certify to the Contract Manager that:

13.5.1.1 it has paid all wages and allowances owing to any of its employees;

13.5.1.2 it has paid all amounts due to any party to which it has sub-contracted any of its rights and obligations under this Contract; and

13.5.1.3 it has made any payments that it is required to make in respect of the Contractor's Plant.

The Contract Manager may require that any such certification by the Contractor is confirmed by a statutory declaration to the same effect by a person authorised to make such a declaration on the Contractor's behalf prior to the making of any payment to the Contractor under this Contract.

### **8.4 Council Power to Pay Employees and Sub-Contractors**

If the Contract Manager is of the reasonable opinion that -

8.5.1 any wages or allowances due to the Contractor's employees are unpaid;

8.5.2 the Contractor has failed to pay any amounts due to any party to which it has sub-contracted any of its rights and obligations under this Contract; or

8.5.3 the Contractor has failed to make any payment that it is required to make in respect of the Contractor's Plant -

the Council may deduct such amounts as appear to be due to the Contractor's employees, agents or sub-contractors or to any third party with respect to the Contractor's Plant from any payments to the Contractor under this Contract. The Council may withhold the moneys deducted until it has been provided with evidence, to the satisfaction of the Contract Manager, that all wages and allowances due to the Contractor's employees or amounts due to the Contractor's agents, sub-contractors or such third parties have been paid. If no such evidence is provided to

the Contract Manager within seven (7) days, the Council may pay to the Contractor's employees any wages and allowances, or to the agents, sub-contractors or such third parties, any amounts which appear to be unpaid to the extent of the moneys which have been withheld from payments to the Contractor.

Nothing in this clause shall in any way oblige the Council to make any payment to any of the Contractor's employees, agents or sub-contractors, or any such third parties. Any payments that are made by the Council under this clause are deemed to have been made on behalf of the Contractor.

Any failure by the Contractor to pay any amounts that may be due to any third party with respect to the Contractor's Plant in accordance with the terms of any lease, contract or other financial arrangements, constitutes a breach of this Contract by the Contractor.

## ATTACHMENT A

### ARTERIAL ROADS

Name	Section	Approx. length (metres)
St. Kilda Road	Dickens Street to Dandenong Road	1750
St. Kilda Junction	All other elements except as above.	
Kings Way	West Gate Freeway to Queens Road	1380
Queens Road	Kings Way to St. Kilda Road	2420
Dandenong Road	St. Kilda Road to Orrong Road	2500
Punt Road	Dandenong Road to High Street	560
Beach Street	Bay Street to Pickles Street	530
Beaconsfield Parade	Pickles Street to Fitzroy Street.	3240
Jacka Boulevard	Fitzroy Street to Shakespeare Grove	870
Marine Parade	Shakespeare Grove to Barkly Street	1430
Ormond Esplanade	Barkly Street to St. Kilda Street	1480
Brighton Road - 2 Service Roads	Glen Huntly Road to Dickens Street	3020
Clarendon Street	Albert Road to West Gate Freeway	1230
Carlisle Street	Barkly Street to Brighton Road	480
Carlisle Street	Brighton Road to Hotham Street	1060
Glen Eira Road	Brighton Road to Hotham Street	460
St. Kilda Road	Dandenong Road to High Street	580
St. Kilda Road	High Street to Dorcas Street	2540
Todd Road	Williamstown Rd to Westgate Freeway	440
Union Street	Queens Road to St. Kilda Road	150
Williamstown Road	Ingles Street to Todd Road	2680
City Road	Boundary Street to Westgate Freeway	940
Grey Street	Barkly Street to Fitzroy Street	580
High Street	St. Kilda Road to Punt Road	260
Ferrars Street	Albert Road to City Road	1280
Fitzroy Street	St. Kilda Road to Jacka Boulevard	1060
Hotham Street	Brighton Road to Dandenong Road	2600
Kings Way	Queens Road to St. Kilda Road	170
Glen Huntly Road	Marine Parade to Brighton Road	1660
Canterbury Road	Fitzroy Street to Albert Road	2500
Graham Street	Bay Street to Westgate Freeway	1770
Albert Road	Canterbury Road to Kingsway	1350
Bay/Crockford Streets	Beach Street to Boundary Street	1460

Normanby Road	Ingles Street to Westgate Freeway	750
Barkly Street	Ormond Esplanade to St. Kilda Road	2700
Montague Street	City Road to Westgate Freeway	830
St. Kilda Street	Head Street to Glen Huntly Road	900
Albert Road	Kingsway to St. Kilda Road	250
Alma Road	St. Kilda Road to Hotham Street	1,710
Moray Street	Park Street to Westgate Freeway	770
Park Street	St. Kilda Road to Kingsway	340
Carlisle Street	Barkly Street to Acland Street	250
Inkerman Street	Barkly Street to St. Kilda Road.	340
Inkerman Street	St. Kilda Road to Hotham Street	1,540
Bank Street	Kingsway to Wells Street	230
Wells Street	Park Street to Dorcas Street	230
<b>TOTAL</b>		<b>55,270</b>

## ATTACHMENT B

### LIST OF SHOPPING CENTRES

LOCATION	SUBURB	APPROX. ROAD LENGTH (LM)
Ormond Road.	Elwood	300
Ormond Road - Glen Huntly Road intersection.	Elwood	380
Tennyson Street	Elwood	80
Brighton Road	Elwood	120
Glen Eira Road	Balaclava	260
Acland Street - Barkly Street - Blessington Street	St. Kilda	720
Carlisle Street	Balaclava	980
St. Kilda Road, east side, (Alma Rd. to Wellington Street)	St. Kilda East	440
Inkerman Street	St. Kilda East	140
Chapel Street - Dandenong Road to Charlotte Place.	St. Kilda East	60
Grey Street - Barkly Street Intersection.	St. Kilda	100
Fitzroy Street	St. Kilda	700
Armstrong Street	Middle Park	220
Mills Street	Middle Park	70
Clarendon Street	South Melbourne.	800
Park Street	South Melbourne.	430
Bridport Street - Dundas Place.	Albert Park	330
Victoria Avenue	Albert Park	800
Bay Street	Port Melbourne.	820
Graham Street - Williamstown Road to Clark Street.	Port Melbourne.	210
Centre Avenue	Port Melbourne.	70
<b>Total</b>		<b>8,030</b>