

Waste, Recycling and Street Cleansing Services Contract
2006-2020 (2027)

VARIATION ORDER

FROM:
Technical Services
Cheshire Lines Building
Canning Street,
Birkenhead,
Wirral
CH41 1ND

TO:
Biffa Waste Services
Dock Road South
Bromborough
CH62 4SQ

DATE: 1 July 2013

Biffa Waste Services Limited is hereby instructed to carry out the following works / services, resulting in a variation to the existing contract (in accordance with section 4.10.1.1/4.11.4) effective from 1 July 2013:

Contract Clause (if applicable)

Section 7 Street Cleansing Specification (Appendices to Variation Order included)

Works / Services variation:

This variation, including its appendices, details the changes required to be made to the specification to meet the Council's requirement to save £1m per year.

The appendices comprise:

- Appendix 1 – Cleansing performance and frequency
- Appendix 2 – Neighbourhood teams
- Appendix 3 – Potential additional costs

It is agreed that a settling in period of six months will be allowed and no default notices will be issued during this period arising from any audits on the street cleansing operation providing full resources allocated as of 1 July 2013 are deployed

For the avoidance of doubt, the risk and reward associated with the cost of delivering the service remains with Biffa Waste Services Limited.

Variation raised by: Tara Dumas
[Signature] (signed)

Authorised by: MARK SMITH
[Signature] (signed)

FINANCIAL IMPLICATIONS:

Reduction in core contract payment of £1 million per year, fixed and not subject to indexation,. This will be represented as a pro rata reduction on the existing invoice. (£76923 x 13 periods per annum)

Note this is in addition to the £60,000 saving agreed in relation to the variation in the break clause.

Please signify your agreement of this instruction by signing and returning the yellow copy.

Agreed by:- _____ (Name) _____ (Signed)

on behalf of :- _____ date:- _____

Appendix 001 - Cleansing performance and frequency

The revised service will be based on the gazetteer attached to this document as Annex 1. The annex has every street and area classified into a zone, which will require performance as follows:

Zone Classification	Performance/Frequency
Zone 1	Output based
Gateways	Resource Based*
Shopping areas	Twice per week
Zones 2/3	Every 4 weeks
Zones 3/4	Every 12 weeks
Entries	Every 12 weeks

For the avoidance of doubt:

- There has been no reclassification of streets or areas as part of this variation
- Output based means as per the existing specification
- Frequency based elements to the service require Grade A after cleanse and have no performance or output based override.
- Appendix 2 outlines Bank Holiday cleansing arrangements
- For the Bank Holidays the agreed practice of not cleaning the following Zone 1 areas will continue: Hoylake, Bromborough, West Kirby, Heswall, Moreton, New Ferry and Wallasey Village
- Any existing streets missing from the gazetteer will be added into the relevant zone as agreed between the two parties
- Any new streets will be added by a subsequent variation order

* 1 HGV mechanical sweeper driver only; 1 3.5t tipper driver plus one; Monday to Friday

Litter bins and car parks will be emptied/ cleansed according to the classification of the street on which they are located.

The operational cost risk remains with the contractor for delivery of the service according to this appendix.

The Performance Monitoring regime detailed in 7.35 of the specification remains, as amended by previous correspondence. For absolute clarity, this means:

- Grades A and B are deemed acceptable standards
- Grade B- attracts half a point
- Below Grade B- attracts one full point
- The threshold below which deductions can be applied is 92%

Appendix 002 - Neighbourhood Teams

The Contractor will provide four teams each comprising:

- Driver plus one operative
- 3.5t Caged Tipper
- 6 hours per day Monday to Friday, excluding Bank Holidays

These teams, whilst managed, supervised and employed by the Contractor, will have their workload determined by the Council. This work will be specifically related to street cleansing services and will include, but not be limited to:

- Inter-frequency cleansing
- Clearance of fly tips, RTAs etc.
- Emergency response (at no additional cost to the Council unless work is required to be done outside of hours stipulated above)
- Emptying litter bins in between frequency cleansing

The sole exception to the above is weeks that include Bank Holidays. In these weeks the remaining four days will be prioritised to catch up the work scheduled for the Bank Holiday itself. This will support existing contractual resources allocated to bank holiday cleanse catch up work (2208 hours).

Appendix 003 – Potential Additional Costs

Removing £1m per year from the service will inevitably result in the Borough not being as clean. On some occasions, where funding permits, additional work will be required. This will be instructed in writing by the Council, and charged by the Contractor, over and above the core sum, based on day works.

This work will sometimes be essential from a health and safety perspective, e.g. when leaf fall presents a slip hazard. If the Council does not issue an instruction in these circumstances it agrees to provide the contractor a full indemnity against claims arising out of such work not being carried out, providing the contractor has fully complied with the requirements of this variation.

Areas where additional work is envisaged include:

- Where leafing costs exceed the current £35k per year committed to by Biffa Waste Services Limited
- Any Bank Holiday cleansing in excess of the hours stated in Appendix 2
- Additional Neighbourhood Teams agreed by subsequent variation orders
- Weed control including moss (Section 7.19.2) – weed growth may increase as a result of less frequent sweeping

It has been identified that this variation does not provide for emptying litter bins in Shopping Areas at weekends. Both parties agree to work together with the aim of providing a solution for this important element of the service at little or no on-going cost to either.

The operational solution for leaf fall will be agreed in partnership each year, with the aim of keeping within the stated budget. To acknowledge this, clause 7.1.3.2 will be removed from the specification.