

SCHEDULE 1

Specification

1. GENERAL

1.1 Introduction

- 1.1.1 This **Schedule 1** (Specification) defines the Councils' minimum requirements for the Works and Services.
- 1.1.2 The Contractor shall be required to develop, maintain and deliver the Works and Services in accordance with the Contractor's Proposals as required by this Specification.
- 1.1.3 If within this **Schedule 1** (Specification) there are separate provisions and requirements which relate to the same subject matter and if and to the extent that such provisions and/or requirements are inconsistent, the more specific provision or requirement created particularly to address the subject matter shall take priority over the provisions and requirements set out in any other part of this Schedule, unless the Contract requires otherwise.

1.2 Scope of the Works and Services

- 1.2.1 The Contractor shall develop and implement an integrated waste management system to manage Contract Waste in accordance with the requirements, Key Performance Indicators ("**KPIs**") and Contract Targets set out in this Specification.
- 1.2.2 The Works and Services shall include the following:

Design and Construction

- 1.2.3 The design, construction and commissioning of the Works, relating to all initial and phased site and civil engineering works, mechanical, electrical and mobile plant and related activities as required to meet the requirements of the Specification.

Services Management

- 1.2.3.1 managing the smooth transition of the services from the existing contractors at the Initial Services Commencement Date and to new contractors at expiry or termination;
- 1.2.3.2 obtaining and maintaining relevant quality assurance standards for the Works and Services;
- 1.2.3.3 obtaining and maintaining relevant environmental management standards for the Works and Services;
- 1.2.3.4 maintaining Contractor's Proposals comprising a Works Delivery Plan ("**WDP**"), a Works Programme and a Services Delivery Plan ("**SDP**") that detail how the requirements of this Specification shall be delivered;

- 1.2.3.5 providing an effective interface with the public and other service users, community groups and stakeholders including consultation, user feedback, complaints, re-use and recycling activities;
 - 1.2.3.6 undertaking Customer Satisfaction Surveys related to the Services;
 - 1.2.3.7 submitting and maintaining a method statement relating to the Councils' Best Value duty;
 - 1.2.3.8 developing, operating and maintaining appropriate monitoring and reporting systems for the performance and payment of the Services;
 - 1.2.3.9 subject to **clauses 18** (Monitoring and Inspection), **27** (Maintenance), **49** (Data Protection) and **75** (Freedom of Information and Confidentiality), providing the Councils with access, information and assistance necessary to monitor the Works and Services;
 - 1.2.3.10 monitoring, managing and reducing Greenhouse Gas Emissions related to the Services in accordance with **paragraph 3.3** (Greenhouse Gas Emissions) of this **Schedule 1** (Specification);
 - 1.2.3.11 manage health, safety and welfare requirements for the safe operation of the Services;
 - 1.2.3.12 adequate contingency arrangements are in place;
- as described more fully in section 3 of this Specification;

Contract Waste Reception and Transfer Services

- 1.2.3.13 the designation of Delivery Points for the acceptance of Contract Waste and the management and operation of other Facilities for the acceptance, storage, sorting and treatment of Contract Waste, and, if necessary, bulking and transport of Contract Waste to an appropriate waste management facility or treatment plant;
 - 1.2.3.14 the receipt, storage, management and disposal of Clinical Waste;
 - 1.2.3.15 the receipt of gully emptying Waste and street Litter, drying/drainage of the Contract Waste and its delivery to a suitable disposal point;
- described more fully in section 4 of this Specification;

New Waste Treatment Facility (NWTF) Services

- 1.2.3.16 obtaining and maintaining all Necessary Consents (including Environment Agency authorisations, permits, exemptions and/or licences) for the development,

management and operation of NWTF required to achieve the Councils' performance standards;

- 1.2.3.17 providing copies of all relevant Necessary Consents (including Environment Agency authorisations, permits, exemptions and licences) to the Councils;
- 1.2.3.18 operation and maintenance of NWTF comprising reception, weighing, processing, treatment, and recycling of Contract Waste, management of the installation, and the supply of labour, plant, equipment, utilities and other prerequisites;
- 1.2.3.19 provision of waste education and seminar facilities at the NWTF;
- 1.2.3.20 treatment of NWTF Residual Waste, in compliance with the NWTF Diversion Tonnage Target and the NWTF Re-use, Recycling and Composting Target;
- 1.2.3.21 Handling of all treatment outputs from the NWTF including where appropriate, transfer and sale of Recyclable Materials to reprocessors, recovery of combustion products and sale of any energy produced;
- 1.2.3.22 recovery and/or disposal of all post-treatment residues from the NWTF;

as described more fully in section 5 of this Specification;

HWRC Services

- 1.2.3.23 subject to **clause 7.1** (Grant of the Leases), enter into Leases with the Councils for the use of the Sites;
- 1.2.3.24 subject to **clause 11** (Necessary Consents), be responsible for obtaining and maintaining Necessary Consents to enable each HWRC to operate from the Initial Services Commencement Date;
- 1.2.3.25 incorporation into the Services of those items listed on the Councils' Asset Register;
- 1.2.3.26 receive Contract Waste which is Household Waste directly delivered by the public at HWRCs;
- 1.2.3.27 management, operation and maintenance of HWRCs in accordance with this Specification;
- 1.2.3.28 integrate the operation of the HWRCs with other Services and activities at the other Facilities, where appropriate;
- 1.2.3.29 transfer of segregated Compostable Waste for Composting and sale of Compost where appropriate,
- 1.2.3.30 provision of a service to Compost Compostable Waste collected at the HWRCs;

- 1.2.3.31 separation of Recyclable Materials and materials for Re-Use and their preparation for onward sale;
 - 1.2.3.32 transfer, sale or disposal of Recyclable Materials and materials for Re-use to reprocessors;
 - 1.2.3.33 transfer for treatment of all NWTF Residual Waste from HWRCs;
 - 1.2.3.34 transfer for treatment and/or disposal of residual Household Waste (that is not NWTF Residual Waste) from HWRCs;
 - 1.2.3.35 provision of facilities for the segregation of Waste Electrical and Electronic Equipment (WEEE);
 - 1.2.3.36 receive, manage and dispose of Household Hazardous Waste delivered to or arising from HWRCs;
- as described more fully in section 6 of this Specification;

Waste Disposal Services

- 1.2.3.37 provide and or develop, manage and operate Facilities and Services for the acceptance and disposal of Contract Waste not diverted from Landfill;
- described more fully in section 7 of this Specification;

Waste Minimisation and Education Services

- 1.2.3.38 waste minimisation and communication activities and services;
 - 1.2.3.39 education and seminar activities and services;
 - 1.2.3.40 community sector integration activities;
- described more fully in section 8 of this Specification;

Duty of Care

- 1.2.4 All Contract Waste Handled by the Contractor shall be sent to appropriately authorised facilities, and the Contractor shall comply with the requirements of the Environmental Protection (Duty of Care) Regulations 1991. The Contractor shall also provide all information to the Councils, as may reasonably be requested from time to time, for the Councils to ensure that it complies with its requirements under the Environmental Protection (Duty of Care) Regulations 1991 (as the same may be amended from time to time).

1.3 Exclusions from the Services

- 1.3.1 The Services shall not include the following:

- 1.3.1.1 Handling source segregated dry Recyclable Materials collected by the WCAs (other than bulky collections and Fly Tipped Waste);
- 1.3.1.2 Handling of source segregated Compostable Waste collected by the WCAs (other than Fly Tipped Waste);
- 1.3.1.3 Transport and disposal of abandoned vehicles; and
- 1.3.1.4 The management, operation or maintenance of the integrated waste management facility located at Waterswallows Industrial Estate, Waterswallows Road, Green Fairfield, Buxton, Derbyshire, SK17 7JB (comprising a household waste recycling centre and a waste transfer station) or any haulage of Waste to or from that integrated waste management facility.

1.4 **Waste Quantity and Composition**

- 1.4.1 Subject to **clause 25** and **Schedule 17**, the Councils give no guarantee or undertaking as to the quantity or composition of the Contract Waste. Subject to **clause 28.3.9** (Changes to the Works and Services) and **Schedule 17** (Waste Reception Protocol), the Contractor shall accept and make provision for potential changes in quantity and composition of the Contract Waste over the Contract Period.
- 1.4.2 The Contractor shall take into account possible future trends in Contract Waste quantity and composition and shall make allowances for these factors in the development of a waste management system with sufficient flexibility and capacity to meet the requirements of the Contract. To the extent that such data is gathered on the Contract Waste quantity and composition by the Contractor, it shall be made available to the Councils.
- 1.4.3 As a minimum the Contractor shall, from the Contract Year commencing 1 April 2016 and every fifth anniversary thereof, procure an independent survey for a four season, statistically valid analysis. The survey shall comprise taking samples from each WCA and at least two (2) HWRCs for analysis. The number, location and size of samples shall be chosen in consultation with the Councils to provide the maximum amount of useful information.

1.5 **Measurement of performance against Contract Diversion Tonnage**

- 1.5.1 The Contractor shall be able to demonstrate by means of a Defined Audit Trail the tonnage of Contract Waste that has been Recovered, Re-used, Beneficially Used, Recycled, Composted or otherwise diverted from Landfill.
- 1.5.2 Contract Waste which is Recycled will contribute to the Contractor's performance against the Contract Diversion Tonnage.
- 1.5.3 Contract Waste which is Composted will contribute to the Contractor's performance against the Contract Diversion Tonnage.
- 1.5.4 For the purposes of this Contract, Contract Waste shall be deemed to have been Diverted and thus count towards the Contractor's

performance against the Contract Diversion Tonnage, only if both of the following conditions are satisfied:

- 1.5.4.1 It is not disposed of by way of Landfill and is, therefore, not subject to Landfill Tax, and
- 1.5.4.2 It satisfies one or more of the criteria specified below:
 - (a) the definition for Recycling;
 - (b) the definition for Composting;
 - (c) the definition for Recovery;
 - (d) the definition of Beneficial Use;
 - (e) the definition of Re-use; or
 - (f) it constitutes moisture lost from the Contract Waste during processing,

provided always that for the purpose of measuring performance against the NWTF Diversion Tonnage Target any ash derived from the treatment of Contract Waste and which is Landfilled shall be deemed to have been Diverted.

- 1.5.5 Any NWTF Residual Waste which is treated but not incinerated by the Contractor and subsequently Landfilled shall be weighed and its weight deducted from the total weight of material deemed to have been Diverted.

- 1.5.6 Weight calculations on which the Contractor's performance will be calculated shall be subject to the following conditions:

- 1.5.6.1 No allowance shall be made for any moisture added after delivery.
- 1.5.6.2 Subject to **paragraph 1.5.6.3**, no Contract Waste shall be included in the calculation unless it has been weighed and recorded in accordance with this Specification;
- 1.5.6.3 In the case of Contract Waste which is subjected to a process of thermal treatment:
 - (a) no allowance shall be made for any gas or heat emitted or generated; and
 - (b) the weight of Contract Waste Diverted by thermal treatment shall be taken as the weight of Contract Waste subjected to the process of incineration or other thermal treatment less the weight of any cinder, non-combusted material or other residual substances resulting from or remaining after that process (other than bottom ash and fly ash),

provided always that no material (which for this purpose includes both Contract Waste and any product of or residue from it) shall count more

than once in the calculation of performance against Contract Diversion Tonnage.

- 1.5.7 Subject to **paragraph 1.5.4** above, Contract Waste that has been measured as being Re-Used, Beneficially Used, Recovered, Recycled, Composted or Diverted shall be reclassified as Landfilled if subsequently Landfilled by the Contractor and shall no longer be measured as Contract Waste which has been Re-Used, Beneficially Used, Recovered, Recycled, Composted or Diverted.

1.6 **Branding**

Branding of Assets

- 1.6.1 The Contractor shall adopt a system of logos and livery in consultation with the Councils to display a clear branding for all Facilities and other Assets used in delivering the Services.

Promotional Material

Subject to **clause 77** (Public Relations and Publicity),

- 1.6.2 All publicity issued by the Contractor in relation to the Works or Services shall have due regard to the provisions of the corporate style of each Council.
- 1.6.3 No material shall be published which includes the Councils' logos without the prior written consent of the Councils.
- 1.6.4 All publicity issued by the Councils in relation to the Works or the Services shall have due regard to the provisions of the Contractor's corporate style.
- 1.6.5 No material shall be published which includes the Contractor's logo without the prior consent of the Contractor.

2. **DESIGN AND CONSTRUCTION**

2.1 **Summary of Service Requirement**

The Contractor shall design and construct the NWTF and the Clover Nook Transfer Station in accordance with **paragraph 1.2**, the Basic Design Proposals and as further detailed below

2.2 **Design Responsibilities**

The Contractor shall be responsible for all aspects of the design and construction of the NWTF and the Clover Nook Transfer Station in accordance with this Contract.

2.3 **Design**

The design of the NWTF and the Clover Nook Transfer Station shall take into account the need to provide flexibility and contingency arrangements in the event of interruptions. Details of managing these interruptions shall be provided in the SDP.

2.4 Enclosed Facilities

- 2.4.1 In preparing the designs for the NWTF and the Clover Nook Transfer Station, the Contractor shall ensure that all unloading and discharge areas, processing areas and loading areas for Waste, reagents and treatment products capable of causing environmental nuisance to the extent required in order to comply with Necessary Consents and the Environmental Permit, shall be enclosed, including the vehicles when unloading and loading.
- 2.4.2 All buildings at the NWTF and the Clover Nook Transfer Station to be developed by the Contractor shall be of a suitable industrial standard and appropriate architectural design incorporating all necessary environmental controls consistent with Good Industry Practice.
- 2.4.3 Where the service area of NWTF is fully enclosed the waste reception and handling areas together with vehicle manoeuvring areas shall be operated with such environmental control measures as are necessary to prevent or minimise the environmental impact of dust odour and bioaerosols as may be required pursuant to any Necessary Consent.

2.5 Prohibited Materials

- 2.5.1 The Contractor shall not specify or use or permit to be used in the Works any products or materials which:
 - 2.5.1.1 do not conform with relevant BSI British Standards or equivalent European or international standards; and/or
 - 2.5.1.2 are generally known (having regard to the degree of knowledge and/or information generally available within the construction industry at the time of specification or use) to be deleterious, in the particular circumstances in which they are specified for use or used, to health and safety and/or the structural stability, performance, life expectancy and/or physical integrity of buildings or structures; and/or
 - 2.5.1.3 are capable, by any reason of the quantity or concentrations involved, of causing harm to human health or any other living organisms supported by the Environment (save to the extent that such harm is a normal and intended consequence of the use of such products or materials); and/or
 - 2.5.1.4 if used could cause a breach of Necessary Consents or Legislation.

3. MANAGEMENT OF THE WORKS AND SERVICES

3.1 Summary of Management Requirements

The Contractor shall develop, implement and operate an effective management system for the Works and Services in accordance with **paragraph 1.2** and as further detailed below.

3.2 Contractor's Proposals

- 3.2.1 The Contractor's Proposals shall contain a number of method statements as detailed in Appendix B to describe how all of the key components and activities of the Works and Services will be delivered over the Contract Period in accordance with this Specification.
- 3.2.2 The Contractor's Proposals shall be reviewed and updated as required and at least annually pursuant to the Review Procedure, including where necessary to incorporate the requirements of the Specification and any agreed changes proposed through the Annual Service Plan pursuant to **Schedule 4** (Reporting).
- 3.2.3 The updated Contractor's Proposals shall be submitted to the Councils on the Annual Service Report Date together with the Annual Services Plan.
- 3.2.4 All procedures in the WDP and SDP shall be developed in accordance with generally recognised and appropriate quality and environmental standards such as ISO9000 Quality Management Systems and ISO14000 Environmental Management Systems or equivalent respectively.
- 3.2.5 All relevant employees of the Contractor and Sub-Contractors shall be trained in all relevant aspects of operational procedures, site licence requirements and customer care. Where relevant, employees shall hold the relevant COTC certificates.

3.3 Greenhouse Gas Emissions

- 3.3.1 The Contractor shall implement the following procedure for monitoring and managing Greenhouse Gas Emissions related to the Services:
 - 3.3.1.1 by 31st March 2010, develop a GHG Methodology for inclusion in the SDP, to measure Greenhouse Gas Emissions related to the Services. This shall be consistent with the Waste and Resources Assessment Tool for the Environment (WRATE) life cycle assessment methodology developed for the Environment Agency or such other methodology as may subsequently be agreed between the Parties;
 - 3.3.1.2 between the Contract Year 1st April 2010 to 31st March 2011 to the NWTF Completion Date, the baseline Greenhouse Gas Emissions related to the Services, but excluding emissions from construction activities, shall be measured in accordance with the GHG Methodology;
 - 3.3.1.3 in the first five (5) full Contract Years following the NWTF Completion Date, the Contractor shall demonstrate a continuous year on year improvement in reducing annual Greenhouse Gas Emissions (calculated as tonnes of carbon dioxide equivalents (CO₂e) adjusted by pro rata for the total tonnage of Contract Waste in the respective Contract Year) that arise from the operation and delivery of the Services. The Greenhouse Gas Emissions Target for Contract Year y (GHGT _{y}) shall be expressed as:

$$\text{GHGT}_{y_a} < \text{GHGT}_{y_{a-1}} \times \text{CW}_{y_a} \div \text{CW}_{y_{a-1}}$$

Where:

CW_{ya} = the total Tonnage of Contract Waste Handled by or on behalf of the Contractor in the relevant Contract Year

$GHGT_{ya}$ = the total Tonnage of Greenhouse Gas Emissions arising from the operation and delivery of the Services

3.3.1.4 thereafter, in each Contract Year, the Contractor shall demonstrate a reduction in the average annual Greenhouse Gas Emissions (calculated as tonnes of carbon dioxide equivalents (CO₂e) adjusted by pro rata for the total tonnage of Contract Waste excluding Contract Waste that is Landfilled and associated haulage in the respective Contract Years) in the five year period ending on 31st March in each Contract Year compared with the five year period ending on 31st March in the preceding Contract Year. The Greenhouse Gas Emissions Target for Contract Year y ($GHGT_{yb}$) shall be expressed as:

$$\frac{(\sum_{y-4 \text{ to } y} GHGT_{yb}) \div 5}{\sum_{y-4 \text{ to } y} CW_{yh} \div \sum_{y-5 \text{ to } y-1} CW_{yb-1}} < \frac{(\sum_{y-5 \text{ to } y-1} GHGT_{yb-1}) \times \div 5}{\sum_{y-4 \text{ to } y} CW_{yh} \div \sum_{y-5 \text{ to } y-1} CW_{yb-1}}$$

Where:

CW_{yb} = the total Tonnage of Contract Waste Handled by or on behalf of the Contractor in the relevant Contract Year which is not landfilled

$GHGT_{yb}$ = the total Tonnage of Greenhouse Gas Emissions arising from the operation and delivery of the Services excluding landfill and associated haulage

3.3.2 For the avoidance of doubt, the provisions of **paragraph 3.3.1** shall not apply to the Works.

3.4 Best Value

Subject to **clauses 29** (Change in Law) and **38** (Best Value):

3.4.1 The Contractor shall prepare a method statement incorporating the following actions specified for assisting the Councils in their collation of information for any statement or report as set out in **clause 38.1.3.1**.

3.4.2 The Contractor shall work with and provide assistance to the Councils in meeting their Best Value Duty in respect of inspections.

Customer Satisfaction Surveys

- 3.4.3 The Contractor shall undertake (or procure the undertaking of) customer satisfaction surveys for each HWRC, the contents of which shall reflect the principles of the Best Value Duty and the purpose of which shall include assessing the level of satisfaction among the Service Users (including the way in which the Services are provided, performed and delivered) and, in particular, with the quality, efficiency and effectiveness of the Services (each being a "**Customer Satisfaction Survey**").
- 3.4.4 The Customer Satisfaction Survey shall be carried out every year commencing within 12 months of the Initial Services Commencement Date and the survey results shall be available at least one month before the Annual Service Report Date.
- 3.4.5 The scope of the Customer Satisfaction Survey may include the whole of the Services or specific elements of the Service as determined by the Contractor and as agreed with the Councils.
- 3.4.6 The Customer Satisfaction Survey shall be undertaken using a statistically valid sample or other survey method and in a form as agreed with the Councils.
- 3.4.7 The content of the questionnaire, or the material to be used for any other survey method, and the method of undertaking the Customer Satisfaction Survey including coverage of all social groups within the Service Users shall comply with all applicable Legislation and Guidance, and shall be available to the Councils for audit. The content of the Customer Satisfaction Surveys shall be agreed with the Councils before being carried out and shall be in accordance with the standard guidelines for such surveys published by the Councils.
- 3.4.8 Within one month of the return date for the Customer Satisfaction Survey the Contractor shall prepare a summary of the results in such form as the Councils may reasonably require and promptly upon a written request from the Councils to provide such further details (including copies of all returned questionnaires and or other survey material used by the Contractor) as the Councils may reasonably require.
- 3.4.9 NOT USED

3.5 **Contract Monitoring, Data Processing and Reporting**

Contract Monitoring

Subject to **clause 39** (Performance Monitoring):

- 3.5.1 The Contractor shall be responsible for monitoring its own performance under the Contract in accordance with this **Schedule 1** (Specification) and **Schedule 14** (Performance Mechanism) and shall notify the Councils of any failure to comply with KPIs or any Unavailability and rectify such defaults in accordance with the procedures set out in the Contract.
- 3.5.2 The Councils shall be entitled to conduct random monitoring checks on any operational areas of the Contract in accordance with **clause 39** (Performance Monitoring).

- 3.5.3 The Contractor shall permit the Councils to have reasonable access to the Facilities and their records and, if so required, give such information and other assistance to the Councils to enable the Councils to verify compliance with the financial terms, performance requirements and other express provisions of this Contract.
- 3.5.4 The Contractor shall submit Monthly Reports and Annual Reports containing the information set out in **Schedule 4** (Reporting).

Records

Subject to **clauses 47** (Contractor's Records), 49 (Data Protection) and **75** (Freedom of Information and Confidentiality):

- 3.5.5 The Contractor shall maintain records and report to the Councils in accordance with this Specification for the purposes of:
- 3.5.5.1 comparison of the Contractor's performance against the Contract Targets;
 - 3.5.5.2 verification of payment and operational data under this Contract;
 - 3.5.5.3 comparison of the Contractor's performance against the KPIs set out in the Performance Mechanism, for determination of any relevant Performance Deductions in accordance with the Payment Mechanism;
 - 3.5.5.4 completion of statistical returns (including CIPFA, DEFRA, WasteDataFlow);
 - 3.5.5.5 NOT USED;
 - 3.5.5.6 NOT USED;
 - 3.5.5.7 compilation of the Monthly Reports and Annual Reports pursuant to the requirements of **Schedule 4** (Reporting).
- 3.5.6 The Contractor shall be required to preserve all records of Waste and financial transactions in an agreed electronic format for at least 7 years following the Expiry Date or the Termination Date as the case may be.

Management Information Systems

- 3.5.7 The Contractor shall install, implement and operate management information systems and equipment with a suitable maintenance and upgrade package consistent with Good Industry Practice to the reasonable satisfaction of the Councils throughout the Services Period. These systems shall seek to assist the Councils to meet any corporate information technology objectives. The Contractor's arrangements shall provide a Defined Audit Trail for Contract Waste through each stage of the process, from receipt to final processing or disposal.
- 3.5.8 Subject to **clause 75** (Freedom of Information and Confidentiality), data and reports shall be kept in electronic format and the system shall be designed to permit the transfer of data electronically between the Contractor and the Councils and for the transfer of relevant data as

required by Good Industry Practice between the Contractor and other parties (including the Environment Agency and the WCAs).

- 3.5.9 The electronic format shall be updated to ensure compatibility with the Councils' systems, always ensuring that all relevant historic data is still readable with any updated technology provided always that the Contractor shall not be required to update its management information system to be compatible with any revised Councils systems after the date of this Contract other than pursuant to a Council Change.
- 3.5.10 All relevant information and communication technologies arrangements shall be e-Gif compliant or equivalent and compatible where practicable with systems used by the Councils at the date of this Contract to enable direct transfer of information. The Councils may require the Contractor to complete an E-Gif questionnaire or its equivalent from time to time to confirm compliance.
- 3.5.11 The Contractor shall supply details in its SDP of the computerised recording and electronic transfer of data. The system shall be capable of being updated by the Contractor on a continuous basis and shall be capable of being interrogated remotely at any time via the internet by the Councils' Authorised Officer and a number of authorised users to be confirmed by the Councils. The Contractor shall permit remote access for each WCA, as an authorised user, to obtain the data specific to that WCA.
- 3.5.12 Subject to **clauses 47** (Contractor's Records), **49** (Data Protection) and **75** (Freedom of Information and Confidentiality) and **Schedule 4** (Reporting), the Contractor shall ensure that records will be such as to provide all the information required to make due payments under the Contract, to compare the Contractor's performance against the KPIs, to assist the Councils in the management of the collection services (in conjunction with the WCAs), to monitor the Services provided to the public at the HWRCs and to ensure that the Councils can comply with its Waste data reporting obligations, for example, as required for input into the waste flow model, for the Audit Commission and CIPFA.
- 3.5.13 The Contractor shall provide appropriate training and support to users of the management information system.
- 3.5.14 The Contractor shall implement a working trial of the proposed management information system no later than three months before the Initial Services Commencement Date.

3.6 **Enforcement**

- 3.6.1 Subject to **clause 28** (Changes to the Works or Services), the Contractor shall use reasonable endeavours to provide evidence in order to co-operate with the Councils in respect of their respective policies of enforcement from time to time in respect of illegal depositing of Waste on the public highway in the control of the Councils, other public land and other relevant areas and at the HWRCs wherever it may occur throughout the Contract Area.
- 3.6.2 The Contractor may be required to co-operate with the Councils in this task by supporting education, awareness and publicity campaigns.

- 3.6.3 When reasonably requested by the Councils, the Contractor shall assist by providing evidence and statements in order to instigate legal proceedings against offenders.
- 3.6.4 The Contractor shall ensure that all relevant employees are aware of their responsibilities for supporting the Councils with this task and shall provide relevant training where necessary. The Councils shall notify the Contractor of any changes in policy and/or requirements in relation to enforcement.

3.7 **Safety and Security**

- 3.7.1 The Contractor shall be responsible for the security of the Facilities. Full details of all arrangements for dealing with security and the results of vandalism shall be provided in the SDP. Emergency procedures in the event of safety and/or security incidents shall also be detailed in the SDP.
- 3.7.2 Subject to **clause 29** (Change in Law), the Contractor shall comply with the relevant Councils' security regulations, and, where applicable ensure full compliance with its obligations under the Data Protection Act 1998 (as amended) and the Computer Misuse Act 1990 (as amended) in so far as they relate to the Contract.
- 3.7.3 The Contractor shall maintain all fences, walls, hedges and gates around the perimeter of each of the Sites, and effect a suitable temporary repair of any material damage to the perimeter within 24 hours.
- 3.7.4 The Contractor shall ensure that all visitors have left the Facilities before securing the Facilities at the end of each Business Day.

3.8 **Customer Care**

- 3.8.1 The Contractor shall provide the Councils with comprehensive customer care proposals in the method statements which shall be consistent with the Councils' customer care policies as at the date of this Contract. The proposals in the method statements shall include the Contractor's proposed methods for dealing with enquiries, complaints and the issue of public information to or by members of the public.
- 3.8.2 The Contractor shall work with the Councils to provide consistent information to the public regarding the Services.
- 3.8.3 A representative of the Contractor shall be available between 8.00am to 5.00pm each day to receive calls from the Councils.
- 3.8.4 The Contractor shall provide such information as the Councils may reasonably request regarding the Works and Services to be added to the Councils' websites.
- 3.8.5 The Contractor shall provide, manage and maintain a computerised complaint logging and recording system compatible with the Councils' relevant systems as at the date of this Contract. The Contractor shall log all complaints including those received by the Councils (and passed onto the Contractor) and those directly received by the Contractor.

- 3.8.6 This complaint logging and recording system shall be updated by the Contractor as calls are received, complaints are verified as being justified and when actions is taken as appropriate. The system shall be capable of being accessed at any time remotely via the internet by the Councils' Authorised Officer for monitoring purposes.
- 3.8.7 The Contractor shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner in accordance with the terms of this Contract.
- 3.8.8 Should the Contractor receive complaints direct from the public or from the WCAs it shall no later than noon on the next Business Day, verify that the complaint is justified, inform the Councils of the details of the complaint and the action taken or to be taken with a timetable for completion.
- 3.8.9 Where the Contractor becomes aware of any incident, accident or other matter which may give rise to a claim or legal proceedings in respect of the provision or failure to provide the Services, it shall notify the Councils immediately by telephone and then confirm the report with full details within 24 hours by either email or written letter. Such notification shall include all relevant information to enable the Councils to investigate the matter fully.
- 3.8.10 The Contractor shall fully co-operate with and provide assistance and relevant information to the Councils and to the Commission for Local Administration (the "**Ombudsman**") in enquiries or investigations carried out by or on behalf of the Ombudsman in matters of alleged maladministration or injustice or any other matters arising in connection with the provision of Services.

3.9 **Signage**

- 3.9.1 Any signs or notices erected at the Facilities shall be of a suitably durable material incorporating Recycled materials where available, and shall be in the corporate style of the Contractor and shall be agreed with the Councils. The number and types of signs shall be detailed in the SDP. Any signs to be erected within the highway boundary shall be designed in accordance with the Department for Transport's Traffic Signs Manual and erected in accordance with the requirements of the Highway Authority.
- 3.9.2 In addition, a sign shall be provided by the Contractor at each of the HWRCs, Project Transfer Stations and the NWTF in the corporate style of the Councils, commensurate with maintaining a positive public image stating that the relevant Facility is provided in partnership with the Councils and displaying all appropriate legally required information such as licence numbers and contact points.

3.10 **Emergency Services**

- 3.10.1 The Contractor shall provide cover 24 hours a day, every day of the year to respond to any emergency that may arise in connection with the Works and Services. An emergency call out procedure shall be provided, maintained and updated in accordance with the requirements of the Environment Agency, and shall be submitted to the Councils as part of the SDP.

- 3.10.2 The Contractor shall nominate one or more of its representatives who may be contacted outside normal working hours every single day of the year throughout the earliest Works Commencement Date, and in the event of an emergency, e.g. traffic, accident, spillage, that representative shall be required to be on the relevant Facility within one hour of being notified by the Councils. Should the Contractor for any reason fail to respond to call out within this time, the Councils shall arrange for another contractor to carry out such reasonable measures as are necessary to manage the emergency. Any reasonable cost to the Councils for such work shall be recovered from the Contractor as a debt.
- 3.10.3 The Contractor shall operate and maintain a suitable communication system for his operatives and managers that must be capable of being used by the Councils in the event of an emergency.
- 3.10.4 The Contractor shall provide two emergency delivery points, one in or near Derby the other in or near Chesterfield for the receipt and temporary storage of Contract Waste including Hazardous Waste.
- 3.10.5 The Contract Waste delivered to the emergency delivery points shall be disposed of by the Contractor in accordance with this Contract. For avoidance of doubt, the Contractor shall accept and manage Household Hazardous Waste deposited by the public at HWRCs as part of the normal Services under the Contract.
- 3.10.6 The Councils will not require the Contractor to carry out tasks needing specialist training for which available Staff are not trained. The Contractor shall inform the Councils if it is unable to provide available Staff with the appropriate training for tasks requested to deal with an emergency.
- 3.10.7 When the Councils advise the Contractor of an emergency the Contractor will immediately appoint a senior member of its management to act as a liaison. The Councils will similarly identify a senior member of its management to act as a liaison.
- 3.10.8 All instructions given by the person identified by the Councils under **paragraph 3.10.7** above shall be deemed to be instructions given by the Councils' Authorised Officer.

3.11 **Environmental Management**

- 3.11.1 The Contractor shall procure certification for the provision of the Works and Services in accordance with ISO14001 or equivalent standard, or similar environmental management accreditation system, through a certifying body accredited by the National Accreditation Council for Certifying Bodies, within 12 months of the Commencement Date in relation to the Works and within 12 months of the NWTF Completion Date in relation to the Services, and retain certification at an equivalent standard for the remainder of the Contract Period.

3.12 **Quality Assurance**

- 3.12.1 The Contractor shall procure certification for the provision of the Works and Services in accordance with ISO9001 or equivalent standard, or similar quality management system, through a certifying body

accredited by the National Accreditation Council for Certifying Bodies, within 12 months of the Commencement Date in relation to the Works and within 12 months of the NWTF Completion Date in relation to the Services, and retain certification at an equivalent standard for the remainder of the Contract Period.

3.13 Management, Supervisory and Operational Employees

- 3.13.1 The Contractor shall identify and employ adequate numbers of suitably trained Staff for all aspects of the Services.
- 3.13.2 The Contractor shall appoint competent management and supervisory Staff for the efficient management of the Services. Sufficient and appropriate COTC holders shall be clearly identified and the Contractor shall have sufficient additional COTC staff to provide cover for absences and Staff who may leave his service.
- 3.13.3 All employees including those employed by the Contractor's sub-contractors or those employed on a temporary or agency basis shall receive appropriate training and induction before commencing any operational activities. Training shall include all relevant aspects of operational procedures, requirements of the Necessary Consents and general customer care.
- 3.13.4 Further training shall be given at regular intervals in accordance with Good Industry Practice.
- 3.13.5 The Contractor shall comply with the "Equality Standard for Local Government" produced by the Improvement and Development Agency (IDEA), revised May 2007.

3.14 Health, Safety and Welfare

General Requirements

- 3.14.1 The Contractor shall at all times in providing Services or Works comply with the provisions of the Health and Safety at Work Act 1974 and provide evidence of doing so to as reasonably required by the Councils upon request.
- 3.14.2 The Contractor shall ensure that members of the public must not have any doubt that the HWRCs, the Project Transfer Stations and the NWTF are hazardous places and appropriate warning signs and information notices shall be prominently displayed at each Facility.

Health and Safety Plan

- 3.14.3 The Contractor shall carry out risk assessments and adopt safe working practices, to be detailed in the Health and Safety Plan within the SDP, as laid down in all current and, subject to **clause 28** (Changes to the Works and Services), future regulations, working rules and Legislation that apply to its activities under this Contract to ensure the appropriate standards of safety for all site users, visitors, and construction, management and operations personnel.

- 3.14.4 The Contractor shall supply copies of all risk assessments to the Councils as requested by the Councils in an appropriate format and keep the documents up to date with any amendments or additions.
- 3.14.5 The Contractor's Health and Safety Plan shall take note of and comply with all guidance published by the Health and Safety Executive (HSE) on "Health and Safety in Waste Management and Recycling Industries" and guidance on "Operating Civic Amenity Sites Safely".
- 3.14.6 Subject to **clause 28** (Changes to the Works and Services), the Contractor shall take full note of the Councils' corporate health and safety policies as amended from time to time.
- 3.14.7 The Contractor shall procure certification for the provision of the Works and Services in accordance with ISO18001 or equivalent standard, or similar health and safety management system, through a certifying body accredited by the National Accreditation Council for Certifying Bodies, within 12 months of the Commencement Date in relation to the Works and within 12 months of the NWTF Completion Date in relation to the Services, and retain certification at an equivalent standard for the remainder of the Contract Period.

Equipment

- 3.14.8 The Contractor shall be responsible for the suitable and safe use of the Equipment used in the provision of the Services and no Equipment shall be used which may be unsuitable, unsafe or liable to cause damage.
- 3.14.9 The Contractor must maintain in good working order all necessary guards, screens, fences and traffic control measures to give proper protection to the public and site operators.
- 3.14.10 All Equipment shall be operated by trained operatives who will be supplied and equipped with all proper safety wear and Equipment at the Contractor's expense to comply with the relevant clauses in the Health and Safety at Work Act 1974 (as amended).
- 3.14.11 Within the provision for visits to the Facilities by organised groups as contemplated by this Contract the Contractor shall supply appropriate safety equipment as necessary.

Employees

- 3.14.12 The Contractor shall procure that all Staff at all times while engaged in the provision of the Services are properly and presentably dressed in suitable uniforms, work wear, protective and reflective clothing accepted by the Councils in compliance with the Contractor's Health and Safety Plan. Staff shall wear a name badge where they come into contact with visitors or members of the public.
- 3.14.13 Special care shall be taken to protect the health and safety of operatives working in close proximity to the waste being processed.

Facilities

- 3.14.14 A copy of site 'rules and conditions' must be included with the Health and Safety Plan; and must be prominently displayed at each Site; and copies given to all Staff and visitors.
- 3.14.15 The Contractor shall provide all necessary fire-fighting, first aid, health and safety facilities with all Equipment used and at each of the Facilities provided for the Services, commensurate with the requirements of the fire authority and other statutory authorities.
- 3.14.16 The Contractor shall provide suitable toilets and washing facilities and to which reasonable access shall be given for authorised users to the Sites, including those undertaking statutory or partnership functions in respect of the performance of the Services.
- 3.14.17 The Contractor shall provide adequate first aid facilities and an appropriately trained first aider for treatment of Staff and users. This shall include, as appropriate, eye baths and de-contamination facilities for all authorised Staff and users.
- 3.14.18 All Facilities shall be provided with a full range of welfare facilities including changing rooms, running potable water, hand washing facilities, toilets, canteen/rest room, to which reasonable access shall be given to authorised users to the sites (excluding members of the public visiting HWRCs) including those undertaking statutory or client functions in respect of the performance of the Services provided that employees of the WCAs and their contractors shall only be entitled to use the toilets, wash rooms, hot and cold water and running potable water.

Records and Reporting

- 3.14.19 Subject to **clauses 47** (Contractor's Records), **49** (Data Protection) and 75 (Freedom of Information and Confidentiality), the Contractor shall maintain up to date records of health and safety training for Staff, and shall make these available to the Councils for inspection within one (1) Business Day of a written request to the Operating Contractor and the Contractor.
- 3.14.20 The Contractor shall maintain an accident book at all Facilities required for the Services and shall record any reportable incident and near misses in accordance with RIDDOR.
- 3.14.21 The Contractor shall maintain a site diary to record significant events in the operation of the Facilities. This shall include details of business and official visitors, unauthorised access incidents, transport movements, deliveries of materials, servicing contractors, weather, timing of orders, inspections and communications relating to operations.
- 3.14.22 The Contractor shall render such assistance as is practicable to persons involved in any accident, without making any prejudicial statement or comment and shall record all relevant details in the site diary and the accident book.
- 3.14.23 The Contractor shall notify the Councils' Authorised Officer as soon as practicable in the event of a reportable incident, and in any event:

- 3.14.23.1 Within two (2) hours from the time of the relevant incident involving a customer becoming known to the Contractor;
- 3.14.23.2 Within one (1) Business Day from the time of any other relevant incident reportable in accordance with RIDDOR.
- 3.14.24 The Contractor shall provide the Councils' Authorised Officer with any report forwarded to the HSE and inform the Councils' Authorised Officer of any action taken by the HSE. In addition, the Contractor shall provide the Councils' Authorised Officer with an updated SDP including the improvements made following the investigation of any accident or near miss. All documents referred to in this paragraph shall (as far as reasonably practicable) be sent to the Councils' Authorised Officer by the Contractor within ten (10) Business Days of receipt by the Contractor.
- 3.14.25 The Contractor shall include within the Monthly Report a summary of any such incidents and the corrective action taken thereafter.

3.15 **Contingency Plan**

- 3.15.1 The Contractor shall agree with the Councils a Contingency Plan, to be incorporated within the SDP as Method Statement 2. The Contingency Plan shall include arrangements for directing Contract Waste to alternative Delivery Points for the reception, treatment and disposal of Contract Waste, provision of a limited service and the establishment of temporary facilities. The Councils shall comply with the Contingency Plan and shall direct the WCAs to make deliveries in accordance with any Contingency Plan as may be reasonably required by the Contractor from time to time.
- 3.15.2 The Contingency Plan, and the alternative Delivery Points nominated therein, shall be updated through the Review Procedure as and when required but at least annually by the Contractor.

3.16 **Detailed Maintenance Plan**

- 3.16.1 The Contractor shall carry out all such refurbishment or maintenance to meet the requirements as set out in **clause 27** (Maintenance).
- 3.16.2 The Contractor shall provide and maintain a Detailed Maintenance Plan for each Site, which shall be agreed with the Councils and which shall include as a minimum, the items listed below. The Contractor shall provide suitable assurance that spare parts and other essential items are readily available:
 - 3.16.2.1 Details of operational monitoring and predictive maintenance;
 - 3.16.2.2 Schedule and procedures of planned preventative maintenance, replacement or upgrading of key items of plant and equipment at the Facilities (excluding Third Party Transfer Stations and Landfill Sites);
 - 3.16.2.3 Schedule and procedures of operational and performance testing of items of plant and equipment;

- 3.16.2.4 Schedule and procedures of calibration and resetting of items of plant and equipment;
- 3.16.2.5 Procedures of maintenance, repair, replacement or upgrading of key items of plant and equipment to be implemented in the event of reduced performance, damage or failure of items of plant and equipment;
- 3.16.2.6 Details of back up and temporary operational procedures during maintenance;
- 3.16.2.7 Details of how maintenance will be scheduled to minimise disruption to WCA delivery of Contract Waste;
- 3.16.2.8 Detailed list of spare parts and equipment.

3.17 **Handback Criteria**

- 3.17.1 At the Expiry Date, all Facilities (excluding Third Party Transfer Stations and Landfill Sites) and Physical Assets excluding all mobile plant, Equipment and vehicles required to deliver the Services shall be in a condition capable of operating in compliance with all Necessary Consents and the Health and Safety Plan, this Specification and requiring no more than routine maintenance in accordance with the Detailed Maintenance Plan nor any additional lifecycle maintenance beyond that which a prudent or competent operator would properly expect to carry out in years 25 to 30 after the NWTF Planned Completion Date, subject to **paragraph 3.17.2**, for a period of no less than five (5) years.
- 3.17.2 In the event the Expiry Date is extended in accordance with the provisions of **clause 3.1.3** (Duration of Contract), the period of time pursuant to **paragraph 3.17.1** above shall be reduced by fifty per cent (50%) of the period of extension, provided that the period shall not be reduced below two (2) years.
- 3.17.3 In the event of termination of the Contract, at the Termination Date all Facilities (excluding Third Party Transfer Stations and Landfill Sites) and Physical Assets, excluding all mobile plant and vehicles required to deliver the Services shall be in a condition capable of operating in compliance with all Necessary Consents and the Health and Safety Plan, this Specification and in respect of the relevant Facilities only requiring no more than:
 - 3.17.3.1 routine maintenance; and
 - 3.17.3.2 lifecycle replacement which was planned to be carried out within a five year cycle assumed in the Base Case.
- 3.17.4 In the event of termination of the Contract, the Councils may elect by written notice that the mobile plant and vehicles delivering the Services at the Termination Date shall transfer to the Councils in their prevailing condition at a determined net book value, provided that to the extent that the Councils make such election, the Councils shall accept an assignment of any relevant leasing obligations or similar arrangements.

- 3.17.5 All Waste shall be treated or removed from the NWTF, the Project Transfer Stations and the HWRCs at the Expiry Date or the Termination Date as the case may be, subject to the Councils' requirements to maintain continuity of operation.
- 3.17.6 The Councils reserve the right to require the Contractor to surrender Environmental Permits as appropriate at the Expiry Date or the Termination Date as the case may be.

3.18 **Sale and Marketing of recovered materials**

- 3.18.1 Materials Recovered or Recycled as part of the performance of this Contract will be sent to Reprocessors either:
 - 3.18.1.1 selected by the Contractor and listed in the SDP; or
 - 3.18.1.2 selected by the Contractor through agreement and consultation with the Councils, whose agreement of which shall not be unreasonably withheld or delayed.
- 3.18.2 The Contractor shall secure the necessary agreements with Reprocessors for accepting any such Recovered or Recycled materials and arrange transportation to the Reprocessor. Wherever possible and subject to obtaining favourable commercial terms, the Contractor shall use local markets. Where Recovered or Recycled materials are exported then the Contractor shall provide all necessary documentation and certificates to satisfy the Environment Agency that the materials have been Recovered and or Recycled.
- 3.18.3 The Contractor shall identify the proposed Reprocessors for Recovered materials in the SDP. The Contractor shall submit details of any proposed changes to the identity of Reprocessors of Recovered materials through the Review Procedure. For the purposes of this **paragraph 3.18.3**, the Councils hereby approve the Reprocessors listed in the Services Delivery Plan as at the Amendment and Restatement Date.

4. **CONTRACT WASTE RECEPTION AND TRANSFER SERVICES**

4.1 **Summary of Service Requirement**

The Contractor shall develop, implement and operate a network of Services and Facilities for receiving, sorting, bulking and transporting Contract Waste in accordance with **paragraph 1.2** and as further detailed below.

4.2 **Delivery Points**

- 4.2.1 The Contractor shall provide Delivery Points for all Contract Waste during the Services Period.
- 4.2.2 Subject to **clause 27** (Maintenance), the Contractor shall ensure that all Delivery Points shall be capable of receiving Contract Waste regardless of weather conditions (other than in extreme conditions which prevent safe access to the Delivery Point).

- 4.2.3 The Contractor shall ensure that the Delivery Points have sufficient lighting to allow safe operation at all times during permitted operating hours.
- 4.2.4 The Contractor shall ensure that the reception areas at each Delivery Point for the acceptance of Contract Waste have adequate traffic control, safety barrier systems and signage.
- 4.2.5 The Contractor shall ensure that only vehicles authorised by the Councils or the Contractor's authorised transport contractors are allowed to unload Contract Waste at Delivery Points.
- 4.2.6 The Contractor shall provide a minimum of three Delivery Points (one of which shall be within the administrative boundary of the City of Derby) with facilities for receiving gully emptying waste.
- 4.2.7 The Contractor shall make allowance at all Delivery Points, (excluding Landfill Sites and except as otherwise agreed with the Councils), for receiving and storing deliveries of WEEE. The Councils shall, upon notice from the Contractor that WEEE needs to be removed from a Delivery Point, procure that their appointed contractor removes such WEEE accordingly.
- 4.2.8 The Contractor shall inform the Councils' Authorised Officer of any changes in the waste reception arrangements at a Delivery Point. The contingency arrangements shall be updated annually in the Contingency Plan through the Review Procedure and may be modified or amended more frequently by the Contractor as and when necessary through the Review Procedure.
- 4.2.9 The Contractor shall take all reasonable steps to ensure that only persons authorised in accordance with this Contract enter the Facilities. All vehicles and persons within the Facilities shall, for operational purposes, be subject to the directions of the Contractor who shall ensure that such vehicles and persons comply with the requirements of the Contract and that they exercise all due care.
- 4.2.10 The Contractor shall procure that the Delivery Points which are identified in the SDP as being capable of accepting Clinical Waste or Bulky Waste delivered by WCAs for disposal by the Contractor, are able to accept such waste. The Contractor shall provide for receiving bulk deliveries of Waste falling under European Waste Catalogue code 18.01.04 (or its future equivalent) at the Delivery Points as set out in the SDP and arrange for disposal. Waste falling under European Waste Catalogue codes 18.01.01, 18.01.02, 18.01.02*, 18.01.03*, 18.01.04, 18.01.06*, 18.01.07, 18.01.08*, 18.01.09, 20.01.31* and 20.01.32, or their future equivalents, will normally be delivered direct to disposal by the WCAs. If the Contractor receives Waste in these categories, the Contractor shall store and arrange for the disposal of such Waste at any appropriate facility.

4.3 **Waste Reception Criteria**

The Waste Reception Criteria are set out in **Schedule 17** (Waste Reception Protocol) which comprise a detailed description of Contract Waste to be accepted at any Delivery Point.

4.4 **Delivery Points**

4.4.1 **Location of Delivery Points**

The Contractor shall throughout the Contract Period provide a network of Delivery Points in the locations specified in the remainder of this **paragraph 4.4.1**.

4.4.1.1 **Derby City**

The Contractor shall provide a minimum of one (1) Delivery Point for the purposes of receiving Contract Waste collected by Derby City Council, Erewash Borough Council, South Derbyshire District Council, Derbyshire Dales District Council and Amber Valley Borough Council within the administrative boundary of the City of Derby.

4.4.1.2 **Erewash**

The Contractor shall provide a minimum of one (1) Delivery Point for the purposes of receiving Contract Waste from Erewash Borough Council which shall be:

- (a) within the administrative boundary of Erewash Borough Council; and/or
- (b) within the administrative boundary of the City of Derby (which, for the avoidance of doubt, may be the same Delivery Point as provided pursuant to **paragraph 4.4.1.1** above).

4.4.1.3 **South Derbyshire**

The Contractor shall provide a minimum of one (1) Delivery Point for the purposes of receiving Contract Waste collected by South Derbyshire District Council which shall be:

- (a) within a 10 mile radius of grid reference SK 301 198; and/or
- (b) within the administrative boundary of the City of Derby (which, for the avoidance of doubt, may be the same Delivery Point as provided pursuant to **paragraph 4.4.1.1** above).

4.4.1.4 **High Peak**

The Contractor shall operate the existing integrated transfer station and HWRC at Melandra Road, Glossop as a Delivery Point for the purposes of receiving Contract Waste collected by High Peak Borough Council.

The Councils shall procure that Contract Waste collected by High Peak Borough Council which is not delivered to the transfer station at Melandra Road, Glossop, shall be delivered to a waste management facility operated by a

third party contractor on behalf of the Councils. The Councils shall procure that such third party contractor shall haul such Contract Waste to such Delivery Points identified by the Contractor from time to time in the Service Delivery Plan or implemented as a change to the SDPs in accordance with the Review Procedure.

4.4.1.5 Derbyshire Dales

The Contractor shall provide a minimum of two (2) Delivery Points for the purposes of receiving Contract Waste collected by Derbyshire Dales District Council which shall be:

- (a) either at the Clover Nook Transfer Station or within a five (5) mile radius of Ordnance Survey Grid Ref SK 350 520; and
- (b) within the administrative boundary of the City of Derby (which, for the avoidance of doubt, may be the same Delivery Point as provided pursuant to **paragraph 4.4.1.1** above).

The Councils shall procure that Contract Waste collected by Derbyshire Dales District Council which is not delivered to the Delivery Point provided pursuant to **paragraph 4.4.1** above, the Clover Nook Transfer Station or to a Delivery Point within a five (5) mile radius of Ordnance Survey Grid Ref SK 350 520, shall be delivered to a waste management facility operated by a third party contractor on behalf of the Councils. The Councils shall procure that such third party contractor shall haul such Contract Waste to Delivery Points identified by the Contractor from time to time in the Service Delivery Plan and implemented as a change to the SDPs in accordance with the Review Procedure.

4.4.1.6 Chesterfield, Bolsover, North East Derbyshire

The Contractor shall provide a minimum of one (1) Delivery Point for the purposes of receiving Contract Waste collected by Chesterfield Borough Council, Bolsover District Council and North East Derbyshire District Council within a five (5) mile radius of Ordnance Survey Grid Ref SK 390 710.

4.4.1.7 Amber Valley

The Contractor shall provide a minimum of two (2) Delivery Points for the purposes of receiving Contract Waste collected by Amber Valley Borough Council which shall be:

- (a) either at the Clover Nook Transfer Station or within a five (5) mile radius of Ordnance Survey Grid Ref SK 350 520; and

- (b) within the administrative boundary of the City of Derby (which, for the avoidance of doubt, may be the same Delivery Point as provided pursuant to **paragraph 4.4.1.1** above).

4.4.2 **Capacity Requirements of the WCAs**

The Contractor shall procure that the Delivery Points provided pursuant to this **paragraph 4.4** shall (unless otherwise changed pursuant to the Review Procedure):

- 4.4.2.1 in aggregate have sufficient capacity to accept all Contract Waste delivered by or on behalf of the WCAs to the Contractor throughout the Contract Period; and
- 4.4.2.2 as a minimum, have a capacity sufficient to meet the tonnage requirements of the individual WCAs delivering to the relevant Delivery Points as shown in the Base Case at the Amendment and Restatement Date, plus an additional 20% at each Delivery Point.

4.4.3 **Maximum Tonnages**

For the purposes of **paragraph 4.8.10** of the Specification and **paragraph 4.4.1** of the Payment Mechanism, the maximum capacity of each Primary Delivery Point from time to time shall be as set out in the Service Delivery Plan.

4.4.4 **Replacement Delivery Points**

- 4.4.4.1 The Parties agree that the Primary Delivery Points specified in the Services Delivery Plan as at the Amendment and Restatement Date meet the requirements of this **paragraph 4.4** and the Contractor shall continue operations at these Primary Delivery Points from the Amendment and Restatement Date.
- 4.4.4.2 Thereafter, the Contractor may nominate additional, replacement or alternative Delivery Points through the Review Procedure and the Councils shall direct the WCAs to deliver to any such additional, replacement or alternative Delivery Points implemented in accordance with the Review Procedure.
- 4.4.4.3 The Parties agree that the following shall not need to be implemented through the Review Procedure and shall become Delivery Points for the purposes of this Contract in accordance with the Services Delivery Plan:
 - (a) the replacement of the Delivery Point provided to satisfy **paragraph 4.4.1.1** above on the NWTF Completion Date as set out in the Services Delivery Plan; and
 - (b) the use of a Transfer Station operated by Briers Waste in Tamworth for the receipt of Contract Waste collected by South Derbyshire District Council to satisfy the requirements of **paragraph 4.4.1.3** of this Schedule

(notwithstanding that the facility operated by Briers Waste in Tamworth does not meet the requirements of paragraph 4.4.1.3 of this Schedule);

- (c) if the Contractor ceases to use the New Albion Landfill Site (Moir), its replacement with a Transfer Station operated by Willshees in Burton-on-Trent and/or the Derby Interim Transfer Station for the purposes of paragraph 4.4.1.3 of this Schedule; and
- (d) if the Contractor ceases to use the Landfill Site at Erin, its replacement with a Transfer Station at Chesterfield for the purposes of paragraph 4.4.1.6 of this Schedule.

4.5 **Street Cleansing Waste**

A minimum of two Delivery Points shall be provided for receiving Street Cleansing Waste, one of which shall be in the administrative area of the city of Derby and one shall be within five (5) miles of Ordnance Survey Grid Ref SK 390 710.

4.6 **Delivery Point Opening Hours**

4.6.1 Subject to **paragraphs** 4.6.2 and 4.6.3 below and the terms of the Necessary Consents, and save as may be otherwise agreed pursuant to **paragraph 4.4**, all Delivery Points shall be Available to receive all Contract Waste directed to it as follows:

4.6.1.1 Normal working week

Monday-Friday 0700hrs - 1700hrs daily

Saturday 0700hrs - 1300hrs (1700hrs on any Saturday reasonably requested before and after any week having collections reduced as a result of a bank, public or national holiday).

The exceptions to the above shall be Christmas Day, Boxing Day and New Year's Day when this falls on a Sunday, except that the Delivery Point identified pursuant to **paragraph 4.4.1.1** above, shall also be open on Boxing Day.

4.6.1.2 In addition, for Street Cleansing Waste only:

0700hrs - 0900hrs Sundays only

in any week,

to include all bank or public holidays except Christmas Day and Boxing Day.

4.6.1.3 The Derby Transfer Station shall be Available to receive all Contract Waste directed to it as follows:

Normal working week

Monday – Friday 0700 hrs – 1700 hrs daily

Saturday 0700 hrs – 1300 hrs

Sunday 0700 hrs – 0900 hrs

The exceptions to the above shall be Christmas Day and New Year's Day when this falls on a Sunday.

- 4.6.2 The Contractor shall notify the Councils where the opening hours for any Delivery Point which is located at a Third Party Transfer Station or a Landfill Site differs from the hours set out above.
- 4.6.3 The opening hours for Delivery Points located at Third Party Transfer Stations and Landfill Sites shall be as set out in the Contractor's Proposals.
- 4.6.4 Subject to all Necessary Consents, the Contractor shall accept deliveries of Contract Waste to Delivery Points set out in the SDPs outside the core hours described in **paragraphs 4.6.1, 4.6.2 and 4.6.3** between 0630hrs and 2200hrs with no less than three (3) working hours' notice to the Contractor and the Operating Contractor, as required by the Councils.
- 4.6.5 A minimum of two (2) Delivery Points, one of which shall be in the administrative boundary of the City of Derby and the second at Clover Nook (or another location north of Clover Nook in the County) to be identified by the Contractor, shall have 24 hour availability for emergencies for which the Councils shall reimburse the Contractor its reasonably incurred costs. The identified sites shall be capable of receiving Contract Waste within one hour of the emergency being notified to the Contractor and the Operating Contractor.

4.7 **Weighbridges and Waste Records**

- 4.7.1 All Contract Waste received at Delivery Points shall be weighed by means of weighbridges. The Contractor shall weigh in and weigh out individual loads of the Contract Waste to obtain a net weight, unless otherwise agreed with the Councils' Authorised Officer to use agreed tare weights for the vehicles. The Contractor will not receive any payment for the processing of any Contract Waste not supported by a Defined Audit Trail.
- 4.7.2 All data shall be available electronically to the Councils as soon as reasonably practicable.
- 4.7.3 Data to be recorded by the Contractor for each delivery of Contract Waste shall comprise:
 - 4.7.3.1 Date
 - 4.7.3.2 Origin District (name) or HWRC (name) or other
 - 4.7.3.3 Transaction number which shall be sequential for the Contract (weighbridge ticket if different)

- 4.7.3.4 Site name (and where applicable name of site diverted from)
- 4.7.3.5 Licence number
- 4.7.3.6 Waste description (in accordance with the European Waste Catalogue established by Commission decision 2000/532/EC) and extended when necessary e.g. to identify WEEE types and fly tipping.
- 4.7.3.7 Time weighed on
- 4.7.3.8 Vehicle registration number
- 4.7.3.9 Driver's name (to allow for surname and clock number format)
- 4.7.3.10 Transfer note number (where issued)
- 4.7.3.11 Gross weight
- 4.7.3.12 Nett weight
- 4.7.3.13 Tare weight
- 4.7.3.14 Time weighed off
- 4.7.3.15 Name of site where Contract Waste has been diverted from
- 4.7.3.16 Comments field
- 4.7.3.17 Round number
- 4.7.4 In respect of WCA vehicles and containers, the Contractor shall use an automated, computerised system for uniquely identifying vehicles authorised by the Councils to optimise speed of access for vehicles at each Project Transfer Station and the NWTF. Only vehicles that are pre-authorised by the Councils shall be entered on to the weighbridge system by the Contractor. The Councils will issue each vehicle with a unique identifier, which shall be compatible with the Contractor's system.
- 4.7.5 The Contractor shall ensure that the weighbridge system issues weighbridge tickets generated from secure computerised records and the system shall have been authorised by an inspector as fit for use in accordance with Section 11 of the Weights and Measures Act 1985. The Contractor shall ensure that weighbridges at all Delivery Points are at all times appropriately calibrated and tested and shall ensure that the same are independently certified at least annually.
- 4.7.6 In the event of a breakdown of any weighbridge installation, a valid and auditable manual recording system, in accordance with the SDP, shall be immediately instigated and maintained until the weighbridge is again in normal operation. In operating the weighbridge installations the Contractor shall have regard to all relevant Legislation, including

the obligations of the Duty of Care Code of Practice March 1996 issued under Section 34 of the EPA.

- 4.7.7 The Contractor shall agree a methodology for recording the weight of items of Bulky Waste or WEEE with the Councils to be set out in Method Statement 16 (Delivery Points and Waste Transfer). Where the weight of items of Bulky Waste or WEEE are not recorded directly, the recording methodology may be based on average weights listed on the Furniture Reuse Network's website: <http://www.frn.org.uk/statistics.asp> or its equivalent, and as updated and replaced from time to time.

4.8 **Collection Vehicle Turnaround Times**

- 4.8.1 The Contractor, in the operation of each Delivery Point, shall have regard to the specified turnaround time.
- 4.8.2 The Contractor shall state the available vehicle capacity for unloading at each Delivery Point in the SDP.
- 4.8.3 Subject to **paragraphs 4.8.4** and 4.8.9, the Contractor shall demonstrate that a maximum daily average turnaround time of 15 minutes, as measured over any Business Day, is achieved for vehicles delivering Contract Waste to Delivery Points (other than the Contractor's vehicles). The turnaround time shall be calculated from the time of arrival of the vehicles authorised by the Councils at the weighbridge to the time of departure from the weighbridge. This provision shall not apply to direct deliveries of Contract Waste to the Delivery Point located at Acidisation Co Ltd, Ireland Close, Staveley, Chesterfield S43 3PE for which the required maximum daily average turnaround time shall be 20 minutes and direct deliveries of Contract Waste to facilities providing Extra Diversion for which the required maximum daily average turnaround time shall be as set out in the Extra Diversion Plan.
- 4.8.4 Subject to **paragraph 4.8.9**, the Contractor shall demonstrate that Delivery Points located at any Landfill Site or Third Party Transfer Station achieve a maximum daily average turnaround time of no greater than 20 minutes as measured over any Business Day. The turnaround time shall be calculated from the time of arrival of the vehicles authorised by the Councils at the weighbridge to the time of departure from the weighbridge. This provision shall not apply to direct deliveries of Contract Waste to the New Albion Landfill Site (Moirs) for which the required maximum daily average turnaround time shall be 25 minutes.
- 4.8.5 The Contractor shall ensure that each and every vehicle achieves a turnaround time of less than 30 minutes, as measured pursuant to **paragraph 4.8.3** or **4.8.4**, as appropriate.
- 4.8.6 The Contractor shall be relieved of any obligation to meet the vehicle turnaround requirements specified in **paragraphs 4.8.3**, 4.8.4 and 4.8.5 and the Councils shall not be entitled to make Monthly Performance Adjustments in relation to KPIs 18 and 19:

- 4.8.6.1 during the period from 1 January to 7 January (or such other period as the Parties may agree) in each Contract Year; and
- 4.8.6.2 where the same arises as a result of the implementation of any requirement of the Councils' Authorised officer pursuant to **clause 25.6.1** on the occurrence of an emergency where the implementation of such requirement interferes adversely with, or causes failure of, the performance of the Services in accordance with this Contract.
- 4.8.7 The Contractor shall use reasonable endeavours, in the operation of each Delivery Point, to minimise queuing on the public highway.
- 4.8.8 All vehicles shall be weighed in and out of the Delivery Point. The Contractor shall maintain sufficient records to enable effective monitoring of the actual turnaround times being achieved on at least a monthly basis.
- 4.8.9 In the event of a queue of collection vehicles occurring at the entrance weighbridge, which results in a complaint from a driver, the Contractor shall record the time and nature of the complaint in the site diary. The Contractor shall maintain sufficient records of the numbers of vehicles on site at any one time to demonstrate that over the period the complaint was made the available vehicle capacity as stated in the SDP was available and in use.
- 4.8.10 The Contractor shall be relieved of any obligation to meet the vehicle turnaround requirements specified in **paragraphs 4.8.3**, 4.8.4 and 4.8.5 in respect of any Delivery Point, if the tonnage of Contract Waste delivered to that Delivery Point in a given day exceeds the maximum capacity of that Delivery Point for that day as set out in the SDPs.

4.9 **Waste Transport**

- 4.9.1 The Contractor shall ensure that Contract Waste is transported in accordance with Good Industry Practice.
- 4.9.2 The Contractor's SDP shall include a Transport Plan as specified in paragraph 6.4 of Appendix B of this **Schedule 1** (Specification).
- 4.9.3 The Contractor shall execute all operations necessary for receiving and transferring Contract Waste efficiently and safely.
- 4.9.4 The Contractor shall procure that all drivers and other operatives are suitably trained and qualified for their tasks.
- 4.9.5 The Contractor shall ensure that all vehicles, containers and trailers used by the Contractor for the Services are kept in a clean and presentable condition.
- 4.9.6 Should any spillage occur during transit, the Contractor shall procure that the spillage is cleared as soon as reasonably practicable. In the event that the Contractor fails to comply with its obligations, the Councils may clear the spillage and the Contractor shall reimburse the

Councils, on demand, a sum equal to all costs reasonably incurred by the Councils in the clearance and disposal of such spillage.

4.10 **Unavailability of Delivery Points**

- 4.10.1 In the event of Unavailability of a Delivery Point, the Contractor shall make adequate arrangements to divert vehicles delivering Contract Waste away from a given Delivery Point to an alternative Delivery Point. The diversion procedures and alternative Delivery Points shall be identified in the Contingency Plan included in the SDP.
- 4.10.2 The Contractor shall give a minimum of twelve (12) weeks' notice of any closures or changes to the operation of Delivery Points as a result of planned maintenance.
- 4.10.3 At the first indication of the likelihood of the occurrence of Unavailability at any Delivery Point, the Contractor shall immediately notify the Councils and the relevant WCA by telephone and confirm by written notification within one hour, including details of the anticipated period of time that such a diversion shall be in place.
- 4.10.4 Where the Contractor provides an alternative Delivery Point pursuant to **paragraph 4.10.1**, then provided that the alternative Delivery Point satisfies the Delivery Point Availability Criteria and subject to the Contractor providing notice to the Councils pursuant to **paragraph 4.10.2** or 4.10.3 (as appropriate), the Delivery Point in respect of which the alternative Delivery Point is made available shall be deemed to be Available.

4.11 **Delivery Point Availability Criteria**

- 4.11.1 Each of the Delivery Points shall satisfy, on a continuing basis, all of the Delivery Point Availability Criteria set out below:
 - 4.11.1.1 Lawful Operation

The Delivery Point is lawfully able to receive Contract Waste delivered by WCAs.
 - 4.11.1.2 Staff

The presence at the Delivery Point of appropriately trained and competent staff in order to be able to manage reception of Contract Waste at the Delivery Point to the extent and to the standard required by health and safety Legislation and the relevant Necessary Consents.
 - 4.11.1.3 Weighbridge and other recording equipment

A weighbridge and appropriate recording equipment or an alternative recording methodology (as set out in the SDP) is being used and is in an operating condition sufficient to satisfy the data recording requirements set out in this Specification.
 - 4.11.1.4 Acceptance

The Contractor is accepting Contract Waste (other than Rejectable Waste) delivered to the relevant Delivery Point in accordance with this Contract provided that the Contractor shall not be obliged to accept Contract Waste to the extent that the relevant Delivery Point has exceeded its maximum capacity (as set out in the SDPs) on the relevant day.

5. NEW WASTE TREATMENT FACILITY SERVICES

Summary of Service Requirement

The Contractor shall provide and manage a New Waste Treatment Facility to treat NWTF Residual Waste to reduce the amount of Contract Waste disposed to Landfill in order to meet the NWTF Re-use, Recycling and Composting Target and the NWTF Diversion Tonnage Target in accordance with **paragraph 1.2** and as further detailed below.

5.1 Performance Standards

5.1.1 NWTF Diversion Tonnage Target

The NWTF Diversion Tonnage Target for each Contract Year shall be established as follows:

5.1.1.1 For the Contract Year in which the NWTF Planned Completion Date occurs (NWTFy) the NWTF Diversion Tonnage Target shall be:

$$\text{NWTF}_{\text{DTTY}} = \text{DTT}_{\text{p1}} \times \text{D}_{\text{bp1}} \div 365$$

where:

$\text{NWTF}_{\text{DTTY}}$ = the NWTF Diversion Tonnage Target for the Contract Year in which the NWTF Planned Completion Date occurs

DTT_{p1} = the lesser of:

- (a) 92% of NWTF Residual Waste delivered in D_{bp1} ; and
- (b) 175,480 tonnes

D_{bp1} = the number of days in the period commencing on (and including) the NWTF Planned Completion Date and ending on and including the last day of the Contract Year in which the NWTF Planned Completion Date occurs

5.1.1.2 For the Contract Year in which the first anniversary of the NWTF Planned Completion Date occurs (NWTFy+1) the NWTF Diversion Tonnage Target shall be:

$$\text{NWTF}_{\text{DTTY} + 1} = (\text{DTT}_{\text{p1}} \times \text{D}_{\text{bp2}} - 365) + (\text{DTT}_{\text{p2}} \times \text{D}_{\text{bp3}} - 365)$$

where:

$NWTF_{DTTY+1}$ = the NWTF Diversion Tonnage Target for the Contract Year in which the first anniversary of the NWTF Planned Completion Date occurs

DTT_{p1} = the lesser of:

- (a) 92% of NWTF Residual Waste delivered in Dbp2; and
- (b) 175,480 tonnes

D_{bp2} = the number of days in the period commencing on (and including) the first day of the Contract Year in which the first anniversary of the NWTF Planned Completion Date occurs and ending on (and including) the first anniversary of the NWTF Planned Completion Date

DTT_{p2} = the lesser of:

- (a) 93.89% of NWTF Residual Waste delivered in Dbp3; and
- (b) 179,080 tonnes

D_{bp3} = the number of days in the period commencing on (but not including) the first anniversary of the NWTF Planned Completion Date and ending on (and including) the last day of the Contract Year in which the first anniversary of the NWTF Planned Completion Date occurs

5.1.1.3 For the Contract Year in which the second anniversary of the NWTF Planned Completion Date occurs (NWTF y+2) the NWTF Diversion Tonnage Target shall be:

$$NWTF_{DTTY+2} = (DTT_{p2} \times D_{bp4} \div 365) + (DTT_{p3} \times D_{bp5} \div 365)$$

where:

$NWTF_{DTTY+2}$ = the NWTF Diversion Tonnage Target for the Contract Year in which the second anniversary of the NWTF Planned Completion Date occurs

DTT_{p2} = the lesser of:

- (a) 93.89% of NWTF Residual Waste delivered in Dbp4; and
- (b) 179,080 tonnes

Db_{p4} = the number of days in the period commencing on (and including) the first day of the Contract Year in which the second anniversary of the NWTF Planned Completion Date occurs and ending on (and including) the second anniversary of the

NWTF Planned Completion Date

DTT_{p3} = the lesser of:
 (a) 95.45% of NWTF Residual Waste delivered in Dbp5; and
 (b) 182,050 tonnes
 D_{bp5} = the number of days in the period commencing on (but not including) the second anniversary of the NWTF Planned Completion Date and ending on (and including) the last day of the Contract Year in which the second anniversary of the NWTF Planned Completion Date occurs

5.1.1.4 For the Contract Year in which the third anniversary of the NWTF Planned Completion Date occurs (NWTF y+3) the NWTF Diversion Tonnage Target shall be:

$$NWTF_{DTTY+3} = (DTT_{p3} \times D_{bp6} \div 365) + (DTT_{p4} \times D_{bp7} \div 365)$$

where:

$NWTF_{DTTY+3}$ = the NWTF Diversion Tonnage Target for the Contract Year in which the third anniversary of the NWTF Planned Completion Date occurs

DTT_{p3} = the lesser of:
 (a) 95.45% of NWTF Residual Waste delivered in Dbp6; and
 (b) 182,050 tonnes

D_{bp6} = the number of days in the period commencing on (and including) the first day of the Contract Year in which the third anniversary of the NWTF Planned Completion Date occurs and ending on (and including) the third anniversary of the NWTF Planned Completion Date

DTT_{p4} = the lesser of:
 (a) 96.72% of NWTF Residual Waste delivered in Dbp7; and
 (b) 184,480 tonnes

D_{bp7} = the number of days in the period commencing on (but not including) the third anniversary of the NWTF Planned Completion Date and ending on (and including) the last day of the Contract Year in which the third anniversary of the NWTF Planned Completion Date occurs

- 5.1.1.5 For the Contract Year in which the fourth anniversary of the NWTF Planned Completion Date occurs and all subsequent Contract Years the NWTF Diversion Tonnage Target ($NWTF_{DTTY+x}$) shall be:

$$NWTF_{DTTY+x} = (DTT_y \times D_y \div 365)$$

where:

$NWTF_{DTTY+x}$ = the NWTF Diversion Tonnage Target for each Contract Year occurring after the Contract Year in which the third anniversary of the NWTF Planned Completion Date occurs

DTT_y = the lesser of:

- (a) 96.72% of NWTF Residual Waste delivered in the relevant; and
- (b) 184,480 tonnes

D_y = the number of days in the relevant Contract Year

5.1.2 Not used.

5.1.3 Not used.

5.1.4 Not used.

5.1.5 **NWTF Re-use, Recycling and Composting Target**

The Contractor shall Re-use, Recycle or Compost the NWTF Residual Waste as follows:

- 5.1.5.1 For any Contract Year (including the Contract Year in which the NWTF Planned Completion Date occurs) the NWTF Re-use, Recycling and Composting Target ($RRCT_{NWTFY+x}$) for NWTF Residual Waste shall be:

$$RRCT_{NWTFY+x} = (RRCT_y \times D_y \div 365)$$

where:

$RRCT_{NWTFY+x}$ = the NWTF Re-use, Recycling and Composting Target for the relevant Contract Year

$RRCT_y$ = the lesser of:

- (a) 7.4% of NWTF Residual Waste delivered in the relevant Contract Year; and
- (b) 14,080 tonnes

D_y = the number of days in the relevant Contract Year (or, for the Contract Year in which the NWTF Planned Completion Date occurs, the number of

days in the period commencing on (and including) the NWTF Planned Completion Date and ending on and including the last day of the Contract Year in which the NWTF Planned Completion Date occurs)

Service Standards

5.2 Number and Location of Facilities

The Contractor shall provide the NWTF to treat NWTF Residual Waste.

5.3 NWTF Capacity

5.3.1 The Contractor shall provide tonnage capacity at the NWTF to Handle the tonnage capacity set out in **paragraph 1.2 of Schedule 3** (Payment Mechanism).

5.3.2 The Contractor shall determine the waste input requirements for the NWTF to meet the NWTF Re-use, Recycling and Composting Target and the NWTF Diversion Tonnage Target.

5.4 NWTF Availability and Operating Hours

Without prejudice to and subject to the provisions of Schedule 3 (Payment Mechanism), the NWTF shall be Available from the NWTF Completion Date to receive Contract Waste in accordance with this Specification, the WDP and the requirements of all Legislation, Necessary Consents and in accordance with the Health and Safety Plan.

5.5 NWTF Availability Criteria

5.5.1 The NWTF shall satisfy the NWTF Availability Criteria set out below. The Availability Criteria shall be:

5.5.1.1 Lawful Operation

The NWTF is lawfully able to receive Contract Waste delivered by WCAs.

5.5.1.2 Staff

The presence at the NWTF of appropriately trained and competent staff in order to be able to manage reception of Contract Waste at the NWTF to the extent and to the standard required by health and safety Legislation and the relevant Necessary Consents.

5.5.1.3 Weighbridge and other recording equipment

A weighbridge and appropriate recording equipment or an alternative recording methodology (as set out in the SDP) is being used and is in an operating condition sufficient to satisfy the data recording requirements set out in this Specification.

5.5.1.4 Acceptance

The Contractor is accepting Contract Waste (other than Rejectable Waste) delivered to the NWTF in accordance with this Contract provided that the Contractor shall not be obliged to accept Contract Waste to the extent that the relevant Delivery Point or NWTF has exceeded its maximum capacity (as set out in the SDPs) on the relevant day.

5.6 Education and Seminar Facilities

- 5.6.1 The Contractor shall provide both seminar and educational facilities at the NWTF, suitable to accommodate up to a minimum of 40 people.
- 5.6.2 The Contractor shall procure safe access for permitted visitors to the NWTF education and seminar facilities as described in the Works Delivery Plan and Method Statement 6.
- 5.6.3 Provided that priority is given to uses in support of the Councils' requirements in accordance with this Contract, the Contractor may hire out the seminar facilities on an occasional basis by agreement with the Councils. The Contractor shall allow the Councils reasonable access for the use of the seminar facilities for other suitable uses on an occasional basis. The Contractor may make a reasonable charge to organisations other than the waste departments of the Councils to cover its opening and operating costs.

6. HOUSEHOLD WASTE RECYCLING CENTRES SERVICES

6.1 Summary of Service Requirement

The Contractor shall be responsible for managing, operating and maintaining the HWRCs in accordance with **paragraph 1.2** and as further detailed below.

6.2 HWRC Re-Use, Recycling and Composting Target

- 6.2.1 The mandatory performance standards for Re-Use, Recycling, and Composting at HWRCs are as set out in Table 6.2 below and relate to the percentage of Contract Waste (excluding Rubble, Specified Hazardous Waste and Clinical Waste) deposited at HWRCs by the public in the relevant Contract Year which is either Re-Used, Recycled or Composted. The targets are to be measured and reported for each Contract Year provided that no Contract Waste delivered or received at any HWRC which exceeds the licensed capacity of the HWRC shall be taken into account for the purpose of measuring performance against the targets.

Table 6.2 Performance Standards for HWRCs

Contract Year commencing 1 April	HWRC Re-Use, Recycling & Composting Target (excluding Rubble, Specified Hazardous Waste and Clinical Waste) (%)
2010	55
2011	57
2012	60
2013 and thereafter	60

6.2.2 No individual HWRC shall achieve a Re-Use, Recycling and Composting performance of less than 45% for the first five (5) Contract Years of the Services Period and 50% thereafter, except Raynesway which shall achieve no less than 50% in all Contract Years of the Services Period, except to the extent that the Contractor can demonstrate that there is an insufficient quantity of Contract Waste received at any HWRC which is capable of being Recycled.

6.2.3 NOT USED.

6.3 Recovery of Contract Waste for Re-Use

6.3.1 The separation of Contract Waste for Re-Use is permitted, but the Contractor shall ensure that the operating and safety standards (including the safety of the public) are not compromised.

6.3.2 The Contractor shall ensure that all Contract Waste which is Re-Used is legal and fit for its intended purpose.

6.3.3 The Contractor shall provide an audit trail for all Re-Used materials. Where the weight of items of Contract Waste which are Re-used are not recorded directly, the recording methodology may be based on average weights listed on the Furniture Reuse Network's website: <http://www.frn.org.uk/statistics.asp> or its equivalent, and as updated and replaced from time to time.

6.3.4 No resale of recovered materials shall take place on the HWRC Sites except at designated HWRC sites as agreed with the Councils.

6.4 Number and Location of HWRCs

6.4.1 The Contractor shall operate and maintain existing and new HWRCs for the reception of Household Waste in accordance with this Specification.

6.4.2 The Contractor shall operate the following existing HWRCs.

Site	Site Owner	Site Address	Date of Service Commencement
Glossop	Derbyshire County Council	Melandra Road, Glossop, SK13 6JQ (to be redeveloped by others)	1 April 2010
Stonegravels (Chesterfield)	Derbyshire County Council	Sheffield Road, Chesterfield, S41 7LF	1 April 2010
Loscoe	Derbyshire County Council	Taylor Lane, Loscoe, near Heanor, DE75 7TA	1 April 2010

Ilkeston	Derbyshire County Council	Manners Avenue, Ilkeston, DE7 8EF	1 April 2010
Ashbourne	Derbyshire County Council	Mayfield Road, Ashbourne, DE6 2BN	1 April 2010
Bolsover	Derbyshire County Council	Buttermilk Lane, Bolsover S44 6AE	1 April 2010
Northwood	Derbyshire County Council	Currently being developed	1 April 2010
Bretby	Derbyshire County Council	Main Street, Newhall, DE11 10TR	1 April 2010
Raynesway	Derby City Council	Raynesway Park Drive, Derby, DE21 7BA	1 April 2010

6.5 HWRC Availability & Opening Hours

- 6.5.1 The Contractor will operate HWRCs during such hours as are specified by the Councils subject to any constraints that may be imposed by a Necessary Consent for such HWRC. The opening hours for the HWRCs shall be:

Monday to Sunday inclusive 08h30 to 18h00, except that the HWRC at Raynesway shall open at 08h00.

HWRCs are closed on 25 December, 26 December and 1 January in each Contract Year only

- 6.5.2 The Contractor may propose alternative opening hours for HWRCs subject to the prior written approval of the Councils.
- 6.5.3 Wherever possible, the Contractor will be expected to perform maintenance, servicing and cleaning of equipment and plant outside these opening hours to minimise disruption to the Services.

6.6 HWRC Availability Criteria

- 6.6.1 Each HWRC shall satisfy the HWRC Availability Criteria set out below. The Availability Criteria shall be:

6.6.1.1 Lawful Operation

The HWRC is lawfully able to receive Household Waste deposited by the public.

6.6.1.2 Staff

The presence at the HWRC of appropriately trained and competent staff in order to be able to manage reception of Household Waste at the HWRC to the extent and to the

standard required by health and safety Legislation and the relevant Necessary Consents.

6.6.1.3 Operation of the HWRC

The HWRC shall be open during the HWRC Opening Hours to the public and fully functional such that the public can deposit Household Waste at the HWRC for segregation by placement within containers with sufficient capacity for reasonably anticipated Tonnages of each waste stream and which are suitable for the subsequent removal from the HWRC for Re-Use, Recycling, Composting, Recovery or disposal by the Contractor.

6.7 HWRC Operating Requirements

6.7.1 The HWRCs shall accept all Household Waste which is produced as a result of normal occupancy of a house on a day-to-day basis. This does not include Waste produced as a result of domestic building renovation or replacement or garden redesign or excavation.

6.7.2 The HWRC shall be capable of continuing to accept materials and tonnages at least equivalent to the current throughput.

6.7.3 The Contractor shall provide, as a minimum requirement at all HWRCs:

6.7.3.1 logical and clearly-defined site layout;

6.7.3.2 clear and unambiguous signage for directing traffic and pedestrians using the HWRCs. Any signs or notices erected at the HWRCs shall be of a suitable durable material. Such signs shall be maintained such that they are legible. Signs shall not be handwritten.

6.7.3.3 sufficient facilities for the reception of Contract Waste with sufficient capacity for all Contract Waste types listed in **paragraph 6.10.3** below;

6.7.3.4 safe, clean and practicable environment with minimal distances required for lifting and carrying materials to waste receptacles;

6.7.3.5 access control and advice at the site entrance, including helpful, proactive and adequate site supervision with sufficient employees for meeting and greeting customers;

6.7.3.6 method to prevent entry of unauthorised commercial vehicles and commercial waste depositors, which at Raynesway shall be consistent with the existing permit scheme operated by the City Council;

6.7.3.7 sufficient queuing space and car parking so as not to adversely impact on traffic outside the sites on public highways;

6.7.3.8 suitable, safe access for pedestrians to the extent permitted by the Councils;

- 6.7.3.9 site office serviced by electricity, water supply, telephone and sewerage;
- 6.7.3.10 adequate lighting;
- 6.7.3.11 safe and secure contingency area for deposit of flammable, toxic or other hazardous materials that may not immediately be placed in allocated areas without some initial treatment or containment;
- 6.7.3.12 traffic loops or other suitable measures for measuring the number of vehicle visits;
- 6.7.3.13 use of CCTV facilities with the ability to provide the Councils with suitable copies for a rolling period of up to three weeks;
- 6.7.3.14 measures to minimise energy use and promote high levels of energy efficiency;
- 6.7.3.15 a good standard of site landscaping to be maintained;
- 6.7.3.16 evidence of good practice in sustainable construction;
- 6.7.3.17 any other facilities as may be dictated by the Environmental Permit.
- 6.7.4 In addition, at Raynesway HWRC in Derby City:
 - 6.7.4.1 the CCTV facility shall be available for remote viewing in real time;
 - 6.7.4.2 a dedicated camera for automatic number plate recognition (ANPR) of all entering vehicles shall be provided. The camera shall be linked to appropriate software and operating systems and the images and data made available to Derby City Council in real time via an electronic link;
- 6.7.5 As far as reasonably practicable, the Contractor shall seek to standardise the facilities and services provided at all HWRCs, to provide a uniform level of service across each HWRC.
- 6.7.6 All HWRCs shall be arranged and managed so that members of the public are able to unload and deposit Household Waste safely. The Contractor's staff shall provide appropriate assistance when requested by the public and when necessary to ensure smooth and efficient operation of the HWRC to optimise traffic flows.
- 6.7.7 HWRCs shall provide safe traffic flows for the general public and other users of the HWRCs and this will include complete segregation of the public and waste Handling areas of each HWRC where practicable.
- 6.7.8 The Contractor shall provide adequate first aid facilities and a qualified first aider for treatment of site staff and the public.

- 6.7.9 Appropriate warning signs and information notices shall be displayed in the site office and at other locations on each HWRC. Children and pet animals must not be permitted to leave vehicles or to enter the site unaccompanied.
- 6.7.10 A fire emergency plan for each HWRC shall be drawn up and notified and agreed as necessary with the emergency services. The plan shall be displayed in the site office and at other suitable locations at the HWRC. If space allows, a separate fire bay shall be provided such that any smouldering materials brought into the HWRC can be isolated and dealt with.
- 6.7.11 The Contractor shall display instructions for the public for the correct methods and locations of Contract Waste disposal at each HWRC. The public should be encouraged to segregate and clean Recyclable Materials. Clear lists of permitted and excluded materials for each category shall be provided to prevent contamination and to maximise the value of Recyclable Materials. Reasonable access to suitable welfare facilities shall be provided if requested.
- 6.7.12 The SDP should include measures for minimising queuing and turnaround times at all HWRCs. Where queuing over spills on to the public highway, the Contractor shall advise the Councils accordingly and make proposals to eliminate the problem.
- 6.7.13 The Contractor shall submit proposals to the Councils for acceptance prior to implementing any changes in the layout and or method of operation of existing HWRCs or new HWRCs.
- 6.7.14 Derby City Council operates a permit system for the receipt of Contract Waste brought to the Raynesway HWRC in large vehicles and on trailers. The Contractor shall ensure compliance with the scheme.

6.8 HWRC Employees

- 6.8.1 The Contractor shall provide details of the staffing arrangements that they propose for HWRCs in the SDP.
- 6.8.2 All Staff shall be suitably qualified and trained and present at the HWRCs whenever they are in operation.
- 6.8.3 Numbers of Staff shall be determined by the Contractor taking into account the tonnage at the HWRCs, number of users and segregation of waste containers at the HWRC.
- 6.8.4 Staff at each HWRC shall be readily identifiable by means of name badges, in a suitable uniform, protective and reflective clothing and should be proactive and available to assist the public promptly as required. A sign shall be provided at each HWRC displaying the name of the site manager on duty.
- 6.8.5 The Contractor shall notify the Councils of the COTC holders for each HWRC.
- 6.8.6 The Contractor shall ensure sufficient Staff are provided to ensure the HWRCs are not misused for disposal of Third Party Waste and that

traders seeking to deposit such Third Party Waste are diverted to legitimate disposal facilities.

6.9 Non-Household Waste

- 6.9.1 At any HWRC where a member of the public wishes to deposit material that the Contractor considers to be non-household waste then the Contractor shall inform the member of the public that the Waste cannot be accepted and advise where such Waste can be deposited.

6.10 Recycling and Re-Use of Contract Waste

- 6.10.1 Subject to the Contract Targets, the Contractor shall endeavour to maximise the Re-Use, Recycling, Composting, and Recovery of Contract Waste deposited at an HWRC site in accordance with the Contractor's Proposals.

- 6.10.2 The Contractor is reminded that the HWRCs are provided for the acceptance of Household Waste only and not for Waste of a commercial or industrial nature.

- 6.10.3 The Contractor shall provide capacity to segregate the following non-exhaustive list of Contract Waste types for Re-Use, Recycling, Composting or Recovery:

- 6.10.3.1 Newspapers and magazines
- 6.10.3.2 Cardboard
- 6.10.3.3 Glass bottles and jars
- 6.10.3.4 Textiles
- 6.10.3.5 Scrap metal (incl. food, drink & aerosol cans)
- 6.10.3.6 Green garden Waste
- 6.10.3.7 Clean soils
- 6.10.3.8 Refrigerators, freezers, and other equipment containing ozone depleting substances
- 6.10.3.9 Plastic bottles (HDPE, PET, PVC)
- 6.10.3.10 Other plastic including film and carrier bags
- 6.10.3.11 Wood (untreated timber)
- 6.10.3.12 Chipboard, MDF and composite board
- 6.10.3.13 Furniture, fixtures and fittings
- 6.10.3.14 Bric-a-brac and tools
- 6.10.3.15 Bicycles
- 6.10.3.16 Car batteries

- 6.10.3.17 Engine oil
- 6.10.3.18 Tyres
- 6.10.3.19 Tetrapak and similar cartons
- 6.10.3.20 Hardcore and rubble
- 6.10.3.21 Waste Electrical and Electronic Equipment
- 6.10.3.22 Mobile phones
- 6.10.3.23 All dry cell batteries nickel/cadmium batteries
- 6.10.3.24 Fluorescent tubes/long life bulbs
- 6.10.3.25 Paint
- 6.10.3.26 Books
- 6.10.3.27 Metal foil
- 6.10.3.28 Sheet glass
- 6.10.3.29 Spectacles
- 6.10.3.30 Shoes
- 6.10.3.31 Vegetable oils
- 6.10.3.32 Oil filters
- 6.10.3.33 Carpets
- 6.10.3.34 Plasterboard
- 6.10.3.35 Gas bottles
- 6.10.4 The policy of the Councils is to discourage the deposit of hardcore and rubble at HWRCs. As a concession, the public may be permitted to deposit domestic hardcore, rubble and soil from domestic premises but limited to no more than two 25kg bags or equivalent per visitor per week at each HWRC. The Contractor shall use all reasonable endeavours to recover hardcore, rubble and soil.
- 6.10.5 The policy of the Councils is to accept no more than two bags per vehicle per week of pet Litter at any HWRC.
- 6.10.6 The Contractor shall make safe and temporary arrangements for storage of Recyclable Materials, Compostable Waste and Recovered Waste when containers are full or being serviced and shall not cease to segregate Contract Waste, or place Recyclable Materials or Compostable Waste in containers for NWTF Residual Waste, at any time unless agreed in advance by the Councils.
- 6.10.7 Subject to the Contract Targets, the Contractor shall actively seek potential markets for Recyclable Materials, provide containers and

receptacles for Recyclable Materials and encourage users to Recycle, Compost, recover and Re-Use Waste to the maximum extent practicable to remove potentially Recyclable Materials from Contract Waste at any HWRC, in each case in accordance with the Contractor's Proposals.

6.10.8 The Contractor shall be responsible for the marketing and transportation of Recyclable Materials from the HWRC, except for WEEE. The Councils shall, upon notice from the Contractor that WEEE needs to be removed from an HWRC, procure that its appointed contractor removes such WEEE accordingly.

6.10.9 The SDP shall include a list of proposed reprocessing facilities for each of those Contract Waste types listed in **paragraph 6.10.3** deposited at any HWRC.

6.10.10 For each HWRC, the Contractor shall provide and manage a tank for used engine oil to a design approved by the Environment Agency and in accordance with this Contract.

6.11 Waste Electrical and Electronic Equipment (WEEE)

6.11.1 The Contractor shall ensure that all items of WEEE, disposed of at the HWRCs are stored securely, tidily, safely and in accordance with the WEEE Regulations.

6.11.2 The Contractor shall ensure that all domestic WEEE delivered to the HWRCs are preserved intact until they are removed from the HWRCs by others;

6.11.3 The Councils shall:

6.11.3.1 register and maintain registration of its HWRCs as Designated Collection Facilities under the WEEE Regulations; and

6.11.3.2 register with an approved Producer Compliance Scheme for household WEEE categories identified in the Regulations.

6.12 Compostable Waste

6.12.1 The Contractor shall designate specific container(s) for Compostable Waste, unless notified otherwise by the Councils.

6.12.2 The Contractor shall ensure that the material placed in the container designated for Compostable Waste is acceptable for Composting. The Contractor shall use reasonable endeavours to seek to ensure that contamination is kept to a minimum.

6.12.3 The Contractor shall arrange for the prompt removal of any full Compostable Waste container from the HWRCs. No containers containing Compostable Waste once full shall remain at an HWRC for a period exceeding 72 hours or such shorter period as may be specified in the Environmental Permit.

- 6.12.4 The Contractor shall make his own arrangements for the Composting of Compostable Waste collected at the HWRC. The Contractor shall allow for selling or otherwise using the Compost in his rates for operating the HWRC.
- 6.12.5 The Contractor shall, where practicable, offer for sale bagged soil improver or Compost to users at a suitable location agreed with the Councils within the perimeter of the HWRCs. The Contractor shall be responsible for all expenditure and income accrued and issue sales receipts to users on request.
- 6.12.6 The Contractor shall be responsible for ensuring adequate stock of soil improver is available at each HWRC, where this is on sale, at any time, taking account of seasonal variations in demand. Security of all stocks and cash will be the responsibility of the Contractor. The selling price for bagged soil improver should reflect a suitable market price for compost and shall be agreed with the Councils, such agreement shall not be unreasonably withheld.

6.13 Lead Acid Batteries

- 6.13.1 Lead acid batteries shall be stored in a secure leak-proof container at all times. The leak-proof container must be provided with a cover to prevent ingress of rainwater.

6.14 Household Hazardous Waste

- 6.14.1 The Contractor shall provide a service for the identification, sorting, storage, transport and disposal of Household Hazardous Waste arising at each HWRC.
- 6.14.2 The Contractor shall make suitable arrangements for the receipt of cement bonded asbestos at each HWRC at all times during normal opening hours and arrange for the transportation and disposal of cement bonded asbestos at an appropriately licensed site.
- 6.14.3 The public are limited to delivering small quantities (two small sheets) of cement bonded asbestos, double bagged, from household use at each HWRC. The Contractor shall supply suitable bags upon request from customers.

6.15 Abandoned Vehicles

- 6.15.1 In the event of any vehicle being abandoned at or immediately outside an HWRC, the Contractor shall immediately advise the Councils of the fact and shall not remove any fittings from the vehicle.

6.16 Permitting

- 6.16.1 The Contractor shall co-operate fully to facilitate the transfer of the Environmental Permit for all HWRCs. The Contractor shall provide the technical competence requirements for all the HWRCs and manage the facilities at the HWRC (including transportation of recyclables and residuals) for the Services Period.
- 6.16.2 The Contractor shall provide the Councils with copies of all notices and correspondence between it and the Environment Agency relating to

any Environmental Permit or any other aspect of the service by a hard copy being sent by first class post or by email to a nominated officer of the Councils within one Business Day of such notice or correspondence being sent or received.

6.17 Vehicular access

- 6.17.1 Contract Waste will generally be delivered by motor car, small van, or trailer. Vehicles identifiable as commercial or business use shall not be allowed onto the HWRC unless the occupant confirms that the Waste is household in origin, to the satisfaction of the Contractor.
- 6.17.2 No vehicle that is above 3.5 tonne gvw shall be allowed on an HWRC to deliver Waste.
- 6.17.3 The Contractor shall set out in the SDP for each HWRC the proposed traffic arrangements including provision for parking, facilitating traffic flow and mitigating queuing.
- 6.17.4 To limit user queuing time and to generally minimise any inconvenience to users the Contractor shall use all reasonable endeavours to ensure sufficient capacity is available for the deposit and segregation of Household Waste at all times during normal working hours, particularly bank holidays and weekends.
- 6.17.5 The Contractor shall use all reasonable endeavours to ensure that queues of users vehicles at no time reach and cause an obstruction of the public highway.

6.18 HWRC Site Cleanliness

- 6.18.1 At all times each HWRC and the immediate vicinity of the HWRC to which the Contractor has access shall be kept as far as is practicable clean, tidy and orderly with any Litter being promptly removed whether arising within the HWRC or not, particularly when the HWRC is busy.
- 6.18.2 Any liquid spillages shall be promptly controlled and contained. Spillages of Waste shall be prevented from draining into any surface water gullies.
- 6.18.3 Steps and ramps shall be kept clear at all times.
- 6.18.4 The Contractor shall arrange for regular inspections and ensure steps are taken to control and eradicate vermin or other infestations and forward records on associated actions taken to the Councils. Any contractor appointed by the Contractor or any Sub-Contractor to carry out such regular inspections shall be approved in writing by the Councils.
- 6.18.5 The Contractor shall keep clear and provide and apply salt/grit to the accesses, fore-court(s) and walkways/access platforms in order to maintain safe access at each HWRC during winter weather.
- 6.18.6 The Contractor shall ensure that leaf-fall is cleared at regular intervals at each HWRC, but at least daily, and does not pose a hazard.

- 6.18.7 The Contractor shall maintain all landscaped areas at each HWRC to a good standard by carrying out grass cutting, pruning overhanging vegetation and killing weeds to an approved maintenance programme.
- 6.18.8 The Contractor shall implement measures to control dust and prevent nuisance to adjacent and properties nearby to each HWRC.

6.19 Flytipping

- 6.19.1 The Contractor shall ensure that any Fly-Tipped Waste deposited in the vicinity of each HWRC, up to 50 metres from the site boundary in areas which the Contractor can reasonably gain access and for the length of the relevant site access road is removed and delivered to a suitable disposal point within 4 hours during the normal hours of operation or by the end of the Business Day, whichever is the sooner, following its discovery by or reporting to the Contractor.
- 6.19.2 If the Fly-Tipped Waste deposited in the vicinity of any HWRC is reported out of normal operating hours, the Contractor shall clear the Fly-Tipped Waste within 4 hours of the start of the following Business Day.

7. DISPOSAL SERVICES

7.1 Summary of Service Requirement

- 7.1.1 The Contractor shall dispose of Contract Waste that has not been Re-Used, Recycled, Composted or diverted from Landfill in accordance with **paragraph 1.2** and as further detailed below.

7.2 Disposal Facilities Capacity

- 7.2.1 The Contractor shall make arrangements for sufficient disposal capacity for Contract Waste until, at any time, the next Landfill Market Testing Date, or the Expiry Date (as relevant), and to allow for a further 18 months capacity beyond such date in respect of each landfill operator (subject to a further contract period being entered into following the relevant Landfill Market Testing Date or the Expiry Date (as relevant)).
- 7.2.2 The Contractor shall Market Test Landfill Services in accordance with **clause 35** (Benchmarking and Market Testing).
- 7.2.3 The Contractor shall allow sufficient disposal capacity for Contract Waste to be transferred by contractors appointed by the Councils from the integrated waste management facility located at Waterswallows Industrial Estate, Waterswallows Road, Green Fairfield, Buxton, Derbyshire, SK17 7JB to an appropriate Delivery Point, as notified by the Contractor to the Councils from time to time.

7.3 Operating Standards

The Contractor shall procure that all Landfill Sites are operated in accordance with Necessary Consents and Good Industry Practice.

8. WASTE MINIMISATION AND EDUCATION SERVICES

8.1 **Summary of Service Requirement**

The Contractor shall develop, implement and operate Waste Minimisation and Education Services in accordance with **paragraph 1.2** and as further detailed below.

8.2 **Initiatives Fund**

8.2.1 In addition to the specific requirements set out at **paragraph 8.3** to 8.5 below, the Contractor shall following the Initial Services Commencement Date deliver waste minimisation and education services.

8.2.2 The Contractor and the Councils shall meet prior to the end of March in each Contract Year to discuss and agree:

8.2.2.1 the activities and initiatives to be undertaken by the Contractor and the objectives applicable to those activities and initiatives in the following Contract Year; and

8.2.2.2 the maximum amount payable by the Councils to the Contractor in consideration for performance of such activities and achievement of the agreed objectives.

8.2.3 Such activities, initiatives and objectives agreed pursuant to **paragraph 8.2.2** above shall form the Waste Minimisation and Education Plan for the following Contract Year.

8.2.4 The Contractor shall implement the Waste Minimisation and Education Plan agreed pursuant to **paragraph 8.2.2** but shall not undertake any activities or initiatives in the Waste Minimisation and Education Plan which require costs to be incurred in excess of the amounts agreed to be incurred during the Contract Year pursuant to **paragraph 8.2.2** above.

8.2.5 The Contractor shall provide details in each Monthly Report of:

8.2.5.1 the activities performed and the objectives achieved in implementing the Waste Minimisation and Education Plan during the preceding Payment Period; and

8.2.5.2 the amount properly spent by the Contractor in the preceding Payment Period in accordance with **paragraph 8.2.6**, such amounts being Ift for the purposes of **paragraph 2.8** of **Schedule 3** (Payment Mechanism).

8.2.6 The Contractor shall:

8.2.6.1 only be entitled to include in the amounts claimed from the Councils, expenses incurred in accordance with, and to deliver the activities specified in, the Waste Minimisation and Education Plan agreed between the Contractor and the Councils pursuant to **paragraph 8.2.2** above; and

8.2.6.2 not be entitled to claim any other costs, expenses or overheads (including travel, office space, subsistence,

management time, staff costs etc) that it may incur in delivering any such activities.

8.3 Waste Minimisation and Communication

- 8.3.1 Waste minimisation is a primary objective of waste management for the Councils and shall be throughout the Services Period. The Councils have a number of ongoing and planned initiatives that the Contractor will be required to assist with as instructed to deliver information to residents.
- 8.3.2 The Contractor will be required to work proactively with the Councils through co-operation with waste awareness and waste minimisation initiatives and engage in the promotion of Recycling and Composting within the Contract Area.
- 8.3.3 The Contractor shall nominate a suitable contact person for dealing with waste minimisation and community liaison. The Contractor shall provide at least one suitably qualified and experienced full time equivalent staff post responsible for waste minimisation/education activities in support of the Councils. A typical job description and person specification for this post is provided in Appendix A.
- 8.3.4 The manner in which the Contractor will engage with the Councils shall be as set out in the Services Delivery Plan.
- 8.3.5 The Contractor shall engage with charity, voluntary and not-for-profit organisations, local schools and other community groups to work in partnership to achieve sustainable waste management.

8.4 Education and Seminar Activities and Services

- 8.4.1 The Parties acknowledge that education and seminar facilities have or will be delivered as part of the Contract.
- 8.4.2 The Services Delivery Plan shall set out the aims of relevant promotional and waste awareness activities associated with the educational and seminar facilities, target audience, access arrangements and integration with the schools' curriculum.
- 8.4.3 The Contractor shall prepare and maintain a programme of visits and educational events at the seminar facilities and provide this and subsequent updates to the Councils at an appropriate frequency, which shall not be less than once per month.
- 8.4.4 The Contractor shall maintain records of visits and events at the seminar facilities and of any community liaison meetings that may be held at the education and seminar facilities.
- 8.4.5 The Contractor shall make allowance for educational visits to NWTF on an occasional basis assumed to be an average of three visits per week (averaged over a year) by groups of up to 40 people. Allowance shall be made for at least 10 of the visits to be made on Saturdays and 20 visits in the evenings up to 9.00pm. Educational visits shall be free of charge.

- 8.4.6 The Contractor shall provide refreshments as appropriate and all necessary personal protective equipment for permitted visitors.

8.5 **Community Sector Integration**

- 8.5.1 The Contractor shall develop and implement a Community Sector Integration Plan, which shall form part of the Services Delivery Plan.
- 8.5.2 The Contractor shall make specific proposals to engage with charity, voluntary and not-for-profit organisations, local schools and other community groups to work in partnership to achieve sustainable waste management. Such proposals shall address issues including but not limited to:
- 8.5.2.1 Mechanisms for working together;
 - 8.5.2.2 Achieving broader project objectives;
 - 8.5.2.3 Flexibility;
 - 8.5.2.4 Development of 'partnership charters' and joint working;
 - 8.5.2.5 Decision-making models and representation;
 - 8.5.2.6 Employment and secondment opportunities;
 - 8.5.2.7 Sharing of information and dissemination of good practice;
and
 - 8.5.2.8 Outline budgets.
- 8.5.3 The Contractor shall nominate a suitable contact for dealing with community liaison.

APPENDIX A – JOB DESCRIPTION AND PERSON SPECIFICATION FOR THE WASTE MINIMISATION AND EDUCATION SUPPORT OFFICER

Part I: Job Description

POST REF:	
POST:	Waste Minimisation and Education Support Officer
GRADE:	
DIVISION:	
SECTION:	
RESPONSIBLE TO:	Contract Director
POST OBJECTIVE:	<p>Improving education and recycling awareness in conjunction with two partner authorities, Derbyshire County Council and Derby City Council, as part of the joint waste management Contract.</p> <p>The development and delivery of waste minimization, reuse, recycling, composting activities, resources, and campaigns as well as management of the 'Initiatives Fund' to deliver a comprehensive range of outreach activities across Derby and Derbyshire.</p> <p>To present the Contract in the best light at all times and use a range of skills to project a confident and successful image.</p> <p>From Spring 2017 the arrangement of visits to the Education Centre at the New Waste Treatment Facility ('NWTF') at Sinfin Lane will fall within this role</p>
OTHER CONSIDERATIONS:	It will be necessary to work with information technology and associated systems and, where appropriate, existing technology agreements and consultative procedures will be applied in accordance with the Councils' policies.

Duties and Responsibilities

To develop a comprehensive programme of waste minimisation, reuse and recycling, and composting measures in association with the Councils and their partners the Waste Collection Authorities to make best use of the designated 'Initiatives Fund' and target key audiences of children, young people and households.

Conduct educational sessions using resources such as school visits, community campaigns and attend events in addition to community integration activities

Work closely with the Councils, households, local groups, children, and young people within schools and colleges to write, plan and deliver the Waste Minimisation Education Plan and Stakeholder Engagement Plan

Source and develop resources to support the work outlined within the plans

Conduct school visits including the development of sessions, resources, teacher training materials, and merchandise

Arrange college and university talks and support such establishments with waste minimisation, reuse, and recycling activities

Deliver community talks to groups such as the Women's Institute and Scouts on topics including recycling and the new waste treatment facility

Lead and assist with road shows and exhibition events to promote new waste schemes to reduce contamination or increase waste prevention, reuse, recycling or composting
Develop targeted community campaigns to increase the quality and quantity of recycling.
Provide input into the management, content, and development of both the Company and children's websites

Manage the 'Initiatives Fund' including assigning budgets to specific areas within the Waste Minimisation Education Plan

Monitor press coverage surrounding the Company and planned waste treatment facility

Prepare reports and chair the monthly Stakeholder Advisory Committee

Promote, upon completion of the site, the use of the Visitor Education Centre (VEC) to local community groups
Arrange and deliver site visits to both schools and community groups.

Develop and manage the educational content of the VEC.

General Requirements

To undertake / receive training and attend briefing sessions associated with the post as necessary.

To understand and comply with the Councils' Equal Opportunity Policies and take positive action to ensure that the services are available to all.

To comply with all Health and Safety policy legislation in the performance of the duties of the post.

To give due regard to the Councils' environmental policies.

Part II: Person Specification

ESSENTIAL	DESIRABLE
A – SKILLS	
Excellent oral/presentational skills to a varying audience, especially to young people	Able to use spreadsheets and PowerPoint for presentations
Good written communication skills	Experience of working in partnership
Diplomatic approach to negotiations with stakeholders	

Creative thinker with the ability to put ideas into practice	
Ability to produce high quality work and projects on time	
Numeracy skills to ensure rigorous management of a budget	
Ability to work both on own initiative, and as part of a local team and especially in partnership with other organizations, particularly the two partner Councils	
Capable user of information technology	
B – KNOWLEDGE	
Some knowledge of waste treatment methods including minimisation reuse and recycling techniques	Some knowledge of UK waste management legislation, aims and targets.
An understanding of the need for a sustainable approach to waste management	
C – EXPERIENCE	
Experience of one or more of the waste industry, local government or the education system	Previous experience working in an environmental, waste management or educational discipline
Some knowledge of and interest in waste management and recycling issues	
D - QUALIFICATIONS	
A minimum of 5 GCSE passes	A levels and a degree or equivalent in Environmental Sciences or related subject
	Member of the Chartered Institute of Marketing or the Chartered Institute of Public Relations.
	Education qualifications including teaching, TA, HLTA
E - EQUAL OPPORTUNITIES	
A knowledge/awareness of the County Councils Equal Opportunities Policy	
F - OTHER REQUIREMENTS	
Full driving license, own car and willingness to travel throughout the county	

Flexible approach to working including regular evening and weekend working	
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APPENDIX B - CONTRACTOR'S PROPOSALS CONTENTS

1. The Contractor shall set out within the Contractor's Proposals how the Services shall be delivered with documents comprising:
 - 1.1 Works Delivery Plan
 - 1.2 Works Programme
 - 1.3 Services Delivery Plan
2. **Works Delivery Plan (WDP)**
 - 2.1 The Contractor shall prepare a WDP for the NWTF to be provided for the Services to include:
 - 2.1.1 The proposed approach to consulting with stakeholders including the general public during the planning and construction phases of the NWTF;
 - 2.1.2 Proposals to demonstrate good practice in sustainable construction and for construction with stakeholders;
 - 2.1.3 Management of construction waste;
 - 2.1.4 Use of Re-used and Recycled materials in building materials;
 - 2.1.5 Enabling Works (Japanese Knotweed, etc)
 - 2.1.6 Approach to the relevant regulatory operational/licensing and permitting issues for the NWTF including certificates and authorisations in respect of the NWTF;
 - 2.1.7 Health and Safety during construction;
 - 2.1.8 The tendering process and evaluation criteria when selecting Sub-Contractors for any aspect of works;
 - 2.1.9 Methods for incentivising Sub-Contractor(s), to meet set dates for completion;
 - 2.1.10 Details of proposed forms of Sub-Contract;
 - 2.1.11 Confirmation of the industry recognised standards for civil and building works specification and mechanical and electrical works specifications;
 - 2.1.12 Plant & equipment to be installed;
 - 2.1.13 Details of any Sub-Contractors and major suppliers;
 - 2.1.14 Planning approvals and building consents required;
 - 2.1.15 approach to and accordance with integrated pollution prevention and control, where relevant;
 - 2.1.16 Availability of assignable warranties;

- 2.1.17 Approach to site design;
- 2.1.18 Specify planning and construction fall back and contingency arrangements;
- 2.1.19 Basic Design Proposals including architecture, landscape & design features to include:
 - 2.1.19.1 Building and construction standards and finishes;
 - 2.1.19.2 Use of Re-used and Recycled materials in building materials;
 - 2.1.19.3 Fencing and security;
 - 2.1.19.4 Drainage, including protection of ground and surface waters, impact on watercourses and assessment of flooding risk and incorporation of sustainable urban drainage systems where practicable;
 - 2.1.19.5 Odour control;
 - 2.1.19.6 Site lighting (external and internal);
 - 2.1.19.7 Fire protection and fire fighting equipment;
 - 2.1.19.8 Building services;
 - 2.1.19.9 Utilities;
 - 2.1.19.10 Energy use and efficiency;
- 2.1.20 Impact on biodiversity;
- 2.1.21 Impact on the historic landscape;
- 2.1.22 Design development procedure - engineering drawings for each of the NWTF and the Clover Nook Transfer Station;
- 2.1.23 Design Contract Schedules and Specifications;
- 2.1.24 Commissioning and acceptance tests and ready for use criteria, including details of technical adviser(s).

3. **Tests on Completion**

- 3.1 The Contractor shall detail in the WDP all commissioning tests and Acceptance Tests of the Works to be carried out by the Contractor for the NWTF to demonstrate that the Acceptance Tests can be achieved. The commissioning tests and Acceptance Tests shall be set out for the NWTF and shall include all procedures for carrying out tests, required standards of tests and procedures for assessment by the Councils that the requirements of **Schedule 5** (Construction Completion and Commissioning Tests) have been satisfied.
- 3.2 The Contractor shall include in the WDP the timetable for issuing notice to the Councils for conducting inspections of the NWTF in accordance with this Contract.

4. **Works Programme**

4.1 The Works Programme shall comprise a critical path analysis and appropriate Gantt charts, setting out the timetable for the obtaining of all Necessary Consents, and the design, building and or refurbishing, financing, commissioning, and achievement of full operational status for the waste management system as a whole and the dates by which the Performance Standards shall be met. The Works Programme shall include the following information:

4.1.1 programme showing the achievement of Performance Standards until the Expiry Date or Extended Expiry Date or Termination Date (as appropriate) and, as a minimum, including the following activities:

- 4.1.1.1 site acquisition;
- 4.1.1.2 carrying out surveys;
- 4.1.1.3 agreeing design standards;
- 4.1.1.4 submitting regulatory applications;
- 4.1.1.5 obtaining planning consents including periods of determination;
- 4.1.1.6 obtaining all Necessary Consents including periods of determination;
- 4.1.1.7 all Longstop Dates and deadline dates;
- 4.1.1.8 starting and finishing construction;
- 4.1.1.9 starting and finishing commissioning;
- 4.1.1.10 commencing operations; and
- 4.1.1.11 any other key deliverable dates or subsequent key events for the Services.

5. **Services Delivery Plan**

5.1 The Contractor shall provide a Services Delivery Plan in accordance with this **Schedule 1** (Specification) in two parts:

- 5.1.1 Overall Project Plan; and
- 5.1.2 Method statements.

6. **Overall Project Plan**

6.1 Overall Project Plan - The Contractor shall submit an Overall Project Plan for the integrated service as a whole, describing how it meets the performance standards stated in the Specification. The Overall Project Plan shall comprise:

6.2 The location of all Primary Delivery Points.

- 6.3 Completed waste flow models based on the Councils' standard waste flow models supplied.
- 6.4 A waste movements or Transport Plan indicating quantities and transport type for movement of Contract Waste to and from facilities and from facilities to final destination. The Transport Plan shall include details of the Contractor's proposals for:
 - 6.4.1 optimising movement of Contract Waste,
 - 6.4.2 avoiding or minimising double Handling of Contract Waste where possible;
 - 6.4.3 allocation of vehicles and resources, including provision of spare capacity;
 - 6.4.4 strategy for procurement of vehicles and other equipment;
 - 6.4.5 types of vehicles;
 - 6.4.6 minimising environmental impacts of transport
 - 6.4.7 A master list of all plans and drawings submitted in the SDP.

Method Statements

There shall be a set of Method statements describing each Service or operational activity which sets out how and to what standard the services will be provided with reference to this Specification. The Method statements shall include as a minimum the following list of information:

1. Service Output 1: Service Management

1.1 Method Statement 1: Service Commencement and Expiry Arrangements

- 1.1.1 The Contractor shall submit a method statement including as a minimum:
 - 1.1.1.1 a draft mobilisation plan setting out activities and timetables for all significant events from the Commencement Date up to and including full-scale Service delivery; to include:
 - (a) arrangements to ensure the efficient and effective takeover of the existing waste management service on the Initial Services Commencement Date, and the transfer of records and documents associated with the existing waste management service;
 - (b) Transition arrangements while new or upgraded facilities are unavailable
 - (c) Methods of minimising disruption to both the Councils and the public (e.g. in the case of HWRCs) when sites are completely or partially unavailable;

- 1.1.1.2 a draft contract expiry plan setting out activities and timetables for all significant events leading up to the hand-back of the Service to the Councils; to include:
 - (a) Arrangements for the return of Assets at contract completion to ensure continuation of operations thereafter;
 - (b) Detailed of the operational standards in which each item of equipment, plant and facility will be returned to the Councils;
 - (c) Residual life of all facilities, plant and equipment upon the expiry of the contract;
 - (d) Proposals for hand back of licenses;
 - (e) Proposals for dealing with any land interests;
 - (f) Proposals for dealing with any sub-contracts;
 - (g) Proposals to manage any ongoing liability (in this respect the Councils may require the Contractor to submit an aftercare plan);
 - (h) Provision of information;
 - (i) Proposals for dealing with any personnel issues.

1.2 **Method Statement 2: Contingency Plans**

- 1.2.1 The Contractor shall submit a contingency plan for the operation of each facility and deliver the service as identified in the SDP including, where relevant and as a minimum:
 - 1.2.1.1 operator details;
 - 1.2.1.2 location & address;
 - 1.2.1.3 details of license restrictions and opening times;
 - 1.2.1.4 letters of agreement with operator;
 - 1.2.1.5 procedures for activating contingency plans;
 - 1.2.1.6 arrangements for periodically checking the continued validity of the contingency arrangements.
 - 1.2.1.7 Liaison with WCAs to minimise disruption to kerbside collections in the event of a Delivery Point being closed at short notice. To include details of how payments to WCAs for additional costs would be addressed.

1.3 **Method Statement 3: Strategic Reporting and Best Value**

- 1.3.1 The Contractor shall set out how they intend to work with and assist the Councils to meet its obligations as set out in the Specification for

strategic reporting. The Method statement should set out how the Contractor will monitor compliance with the Contract KPIs and performance standards as set out in the Payment Mechanism and how the results of such monitoring will be fed into the management information system in a convenient form, and how that information will be used in calculating any Adjustments under the draft Payment Mechanism. The Method statement should also include specific reference to the following issues:

- 1.3.1.1 NOT USED
- 1.3.1.2 how the Contractor will work with and assist the Councils to enable them to meet their strategic reporting obligations in respect of the Local Transport Plan and how it will produce the Annual Service Report (and Annual Service Plan if required);
- 1.3.1.3 a description of how the Contractor will produce the Monthly Report and the Annual Reports and the issues that will be covered in each. The description should incorporate the Councils' minimum requirements noted in the Specification;
- 1.3.1.4 a description of how the Contractor will assist the Councils to demonstrate a step change in the provision of the waste management service and continuous improvement in service delivery over the duration of the Contract term;
- 1.3.1.5 a description of the processes the Contractor will adopt to engage key stakeholders in consultation about service provision. Contractors are expected to put forward proposals as to how customer consultation exercises can best/most efficiently be undertaken and the frequency with which such exercises should be carried out over the course of the Contract term.

1.4 **Method Statement 4: Service Management**

- 1.4.1 The Contractor shall submit a method statement detailing the means by which the service will be managed, including as a minimum:
 - 1.4.1.1 Client liaison protocols including the Implementing Electronic Government Agenda;
 - 1.4.1.2 procedures for reviewing and updating the Services Delivery Plan;
 - 1.4.1.3 proposals for the installation, implementation and operation of the management information system;
 - 1.4.1.4 a detailed monitoring plan which shall include, as a minimum, the following (for each aspect the Contractor shall identify the person or role with key responsibility):
 - (a) method of identifying and recording amounts of Third Party Waste separate from Contract Waste;

- (b) audit trail to ensure monitoring of Contract Waste and payment for Contract Waste only;
- (c) arrangements for service performance monitoring -overall regime, inspection responsibilities, monitoring schedule, reporting protocols;
- (d) extent and frequency of self monitoring, including:
- (e) how this will verify performance and the rectification of failures;
- (f) keeping of full and detailed records;
- (g) proposed contents of Monthly Report;
- (h) proposed contents of Annual Reports;
- (i) proposed contents of an environmental report;
- (j) management of the relationship between the Contractor and other service users and stakeholders;
- (k) availability of information to the public including information on access to the services;
- (l) Contractor's management and administration structure including named personnel together with details of experience, qualifications, duties and responsibilities;
- (m) invoicing and payment arrangements, including means of reporting income from Third Party Waste

1.5 **Method Statement 5: Quality Assurance**

- 1.5.1 The Contractor shall submit a method statement which should include details of:
 - 1.5.1.1 the quality management system (QMS) to be implemented, how the QMS will function in relation to each site and the contract as a whole; and how the QMS will be monitored to ensure adherence;
 - 1.5.1.2 the environmental management system (EMS) to be implemented, how the EMS will function in relation to each site and the contract as a whole; and how the EMS will be monitored to ensure adherence.

1.6 **Method Statement 6: Interface with the Public and Waste Minimisation**

- 1.6.1 The method statement shall include, as a minimum:
 - 1.6.1.1 proposed staffing and resourcing arrangements in order to carry out the role, including roles, responsibilities and availability;

- 1.6.1.2 a stakeholder engagement plan incorporating all waste minimisation, education and promotions initiatives as set out in the following items:
- (a) identification of key stakeholders and means of identifying future stakeholders;
 - (b) waste minimisation proposals including policies and initiatives for minimising future waste growth. The Participant will be expected to introduce a series of measures designed to reduce the volume of waste to be collected. Examples may include the provision of home composting units, the provision of community composting centres, nappy re-use schemes and the promotion of a mailing preference scheme. The Contractor shall demonstrate use of innovation and best practise and include reference to results achieved in previous experience;
 - (c) education and promotions proposals for public relations, public awareness and education. The Contractor shall demonstrate use of innovation and best practise and include reference to results achieved in previous experience;
 - (d) proposals for engaging with charities, voluntary organisations and local schools;
 - (e) details of educational and seminar facilities
 - (f) procedures for providing adequate methods of communications to meet the needs of disabled people and people for whom English is an additional language, and for the publishing of all public documents and public reports in an electronic format suitable for inclusion on a website;
 - (g) detailed proposals and funding mechanisms to promote waste minimisation, re-use and recycling activities. Proposals should make clear how schemes will impact on the growth in waste as required under Best Value;
 - (h) means of monitoring the effectiveness of recycling awareness, education and minimisation programmes
 - (i) proposals for monitoring and responding to user-satisfaction
 - (j) procedures for acknowledging and responding to complaints from the public and staff;
 - (k) a copy of the staff code of conduct.

1.7 Method statement 7: Community Sector Integration

- 1.7.1 The method statement shall include, as a minimum:

- 1.7.1.1 community sector integration proposals, including a policy for media relations, public meetings and interaction with the voluntary/not-for-profit sector to be incorporated into the stakeholder engagement plan;
- 1.7.1.2 Furthermore, the Contractor shall identify key stakeholders and describe specific proposals to engage with key stakeholders including charity, voluntary and not-for-profit organisations, local schools and other community groups to work in partnership to achieve sustainable waste management. Such proposals shall address issues including but not limited to:
 - (a) Mechanisms for working together;
 - (b) Achieving broader project objectives;
 - (c) Flexibility;
 - (d) Development of 'partnership charters' and joint working;
 - (e) Decision-making models and representation;
 - (f) Employment and secondment opportunities;
 - (g) Exploration of other types of recyclable wastes that could be collected in partnership with other charitable/NGO bodies;
 - (h) Sharing of information and dissemination of good practice;
 - (i) Detailed budgets.

1.8 Method Statement 8: Service Delivery in accordance with the Councils' Corporate Equality Plan

- 1.8.1 The Contractor shall submit a method statement setting out how they intend to work with and assist the work of the Councils in meeting relevant obligations under their corporate equality plans and equal opportunities policies.
- 1.8.2 Specifically, the method statement should address the following:
 - 1.8.2.1 How the Contractor will work proactively to ensure that all members of the public in Derbyshire, but specifically those within the ReGARDS categories are able to use and benefit from the services provided under the contract fairly and without disadvantage or discrimination.
 - 1.8.2.2 Specify the proactive measures that will be taken to maximise the accessibility of services and information provided to the public and particularly the steps that will be taken to eliminate disadvantage or discrimination which may be faced by some members of Derbyshire's community.

- 1.8.2.3 The Contractor will detail how they will implement and monitor the relevant actions specified in the completed Partial Impact Needs Requirement Assessment (INRA) carried out by Derbyshire County Council for the waste management function.
- 1.8.3 The relevant actions are:
 - 1.8.3.1 To review site infrastructure and layout at HWRCs at regular intervals to ensure the accessibility of sites for all members of the public, but particularly disabled people with visual impairments or mobility issues and for people who use English as a second language. Also produce regular reports to show that this has been done and publicise outcomes widely.
 - 1.8.3.2 Communication and publicity will be used to maximise the take up of services, with a strong focus on ensuring engagement with hard to reach or seldom heard communities or the organisations who represent them.
 - 1.8.3.3 Ensure that methods of communication with the public take account of the relevant guidelines and best practice specified in the Derbyshire County Council document "Making the Authority Easy to Reach - Accessible Formats and Community Languages".
- 1.8.4 The Contractor should provide evidence of how its own internal practices and policies meet the requirements of, and deal with the spirit of existing and intended equal opportunities legislation (much of the legislation is referred to in chapter 4 of the Derbyshire County Council Corporate Equality Plan).
- 1.8.5 Through reference to the County Council's corporate consultation strategy and the Council's corporate consultation group the Contractor will outline the approach they will adopt if required to lead on or work in partnership with the Councils in exercises involving both public consultation and engagement with specific seldom heard groups.
- 1.9 **Method Statement 9: Transfer of Staff**
 - 1.9.1 The Contractor shall set out:
 - 1.9.1.1 the assumptions that they have made in relation to TUPE transfers in calculating the Unitary Charge;
 - 1.9.1.2 the assumptions that have been made in relation to pension provision and admitted body status.
- 1.10 **Method Statement 10: Employment and Staffing-**
 - 1.10.1 The Contractor shall provide a detailed description of the management structures and arrangements that will be put in place for the implementation and service delivery phases of the Project, together with comprehensive organisation charts that set out all of the principal reporting lines within the structures proposed. The description shall include, as a minimum but not limited to:

- 1.10.1.1 assumptions regarding TUPE;
- 1.10.1.2 identification of the key management positions within the organisational structure;
- (a) the operational responsibilities associated with each of these positions;
- (b) full biographical details for each individual mentioned in the organisation charts, as well as for each executive and non-executive director of the Contractor;
- 1.10.1.3 the name and address of any other organisation associated with the Contractor's Proposals. In particular, the Contractor shall provide details of their appointed legal, technical and financial advisers, together with details of any other relevant contracts not set out above, that will be entered into by the Contractor or any other related undertakings;
- 1.10.1.4 staffing levels, both for the contract as a whole and for individual aspects, detailing how resources have been allocated in order to deliver the services in the Specification;
- 1.10.1.5 details of how the Contractor's equal opportunities policy will be applied to the Contract;
- 1.10.1.6 human resources policies and project specific proposals to ensure effective people management is applied to the Contract;
- 1.10.1.7 details of experience and qualifications required of key project personnel;
- 1.10.1.8 staff welfare policy;
- 1.10.1.9 job descriptions;
- 1.10.1.10 staff training, including requirements for operating staff to hold or have achieved relevant waste management NVQ Level 1 and 2 qualifications within 6 months of appointment;
- 1.10.1.11 backup arrangements in case of shortages, seasonal and exceptional staffing requirements;
- 1.10.1.12 staff identification, personal safety equipment provision and uniform issues.
- 1.10.1.13 performance regarding employment tribunals in the last 3 years, and details of any employee attitude survey results in the last 3 years;
- 1.10.1.14 performance regarding any equal pay claims;

- 1.10.1.15 arrangements for compliance with the duty to promote race and gender equality and UK and EU legislation relating to equality.

1.11 **Method Statement 11: Health, Safety and Welfare**

- 1.11.1 The Contractor shall submit a method statement that should include, as a minimum:
 - 1.11.1.1 health & Safety policy:
 - (a) application of CDM Regulations;
 - (b) safety management systems;
 - (c) arrangements for inspections;
 - (d) health and safety resources;
 - (e) staff health and safety training and first aid policy;
 - (f) emergency notification procedures;
 - (g) records and reporting procedures;
 - 1.11.1.2 contents of monthly health & safety report;
 - 1.11.1.3 contents of service risk assessments;
 - 1.11.1.4 contents of Health and Safety Plans in place that will be applicable to the Works.

1.12 **Method statement 12: Markets for Recovered Materials and Energy**

- 1.12.1 The Contractor shall submit a method statement outlining how they intend securing markets for materials produced as a result of their activities, in accordance with the Specification. The statement must include, where applicable, the following information:
 - 1.12.1.1 description of the recovered materials and energy outputs from the Services;
 - 1.12.1.2 nature of the materials: quantity & quality;
 - 1.12.1.3 nature of the energy output: quantity & quality;
 - 1.12.1.4 proposals for and experience in finding markets for each product;
 - 1.12.1.5 a table linking the source of the product to the market outlet;
 - 1.12.1.6 detailed heads and terms for each material market outlet;
 - 1.12.1.7 the level of risk and contingency plans for:
 - (a) each identified material market not materialising; and

- (b) the technology/service being unable to meet the quality requirements of the markets identified;
- 1.12.1.8 proposals for seeking continual improvement in the quality of recovered products;
- 1.12.1.9 proposals for seeking local markets and community involvement for the sale of recovered products, subject to the overriding requirements of sustainability and Best Value;
- 1.12.1.10 future vision for markets.

2. **Service Output 2 - New Waste Treatment Facilities**

2.1 **Method Statement 13: NWTF**

- 2.1.1 The Contractor shall submit a method statement for the treatment proposals, operation and maintenance of the NWTF. Each method statement must include, where applicable, the following information:
- 2.1.2 Design Development
 - 2.1.2.1 An overview of the proposals for NWTF to include a detailed schematic showing internal layout;
 - 2.1.2.2 Description of performance standards and how they are achieved;
 - 2.1.2.3 The role and function of the facility within the overall delivery of the service, including how the proposed treatment solution fits with the waste hierarchy or reduce, Re-use, Recycle, and the overall integrated waste management service;
 - 2.1.2.4 A site plan and drawings showing the location, likely boundaries, means of access, a six figure Ordnance Survey grid reference, general appearance, visualisations, layouts, sections and elevations of the whole site and facilities within the boundary;
 - 2.1.2.5 Total land requirements (hectares) and statement of land ownership (referred against the site plan where applicable);
 - 2.1.2.6 Description of how the NWTF shall be operated and fulfil its operating capacity;
 - 2.1.2.7 The total site capacity and a breakdown of individual capacities for each process (this shall demonstrate that this capacity is sufficient to deal with the materials identified in the mass balance sheets) and shall include details of the maximum, minimum and normal operating throughputs;
 - 2.1.2.8 The Health and Safety principles incorporated into the design of NWTF;

2.1.2.9 Arrangements for:

- (a) Signage and traffic control systems to ensure no vehicles which can reasonably be expected to use the facility under normal operating conditions will queue on the public highway.
- (b) Complying with turnaround time performance standards;
- (c) Vehicle storage;
- (d) Weighing equipment to be used on site;
- (e) Vehicle entry and exit;
- (f) Monitoring of Contract Waste;
- (g) Facilities for Contractor's operations staff, Visitors and Refuse Collection Vehicle crews;

2.1.3 Treatment Process

- 2.1.3.1 A justification that the choice of technology represents the Best Available Technique (BAT);
- 2.1.3.2 Number of stages in process - detailed description of each stage and purpose with regard to treating Contract Waste;
- 2.1.3.3 Specific process descriptions and flow diagrams for each process at the NWTF to include:
 - (a) The source, breakdown and definition of the types of Contract Waste to be accepted and Handled at the NWTF (including classification, e.g. hazardous, non-hazardous, etc.);
 - (b) The nature, extent, management, classification and destination of process residues and products, including their contribution towards diversion targets;
 - (c) Residence time during each phase of the process;
 - (d) Limiting factors and how these are allowed for/ controlled within the process:
 - (i) quality/ composition of feedstock;
 - (ii) particle size at each stage;
 - (iii) temperature range/ means of maintaining profile throughout the mass.
 - (e) Description of any post treatment phases such as dewatering, aerobic maturation, etc required to "finish" a product intended for recycling or recovery, including location, area, residence time and Handling arrangements;

- (f) Quality of treatment output materials produced (including accreditation that the Contractor will achieve) and reasoned justification based on its ultimate use;
 - (g) Biogas, electricity, syngas and fuel production, if applicable.
 - (h) Demonstration that all opportunities for recycling have been considered first and that the arrangements proposed will not produce a barrier to the longer-term development of additional recycling.
 - (i) Details of research into opportunities for the generation of electricity, heat or combined heat and power (in accordance with the provisions of Schedule 23 (Combined Heat and Power (CHP) Protocol), if applicable.
 - (j) Flexibility for the possible improvement in regulatory standards over time.
- 2.1.3.4 Description and quantified levels of all emissions from the facility, including, but not restricted to:
- (a) gaseous emissions to air (all figures should be converted to grammes per tonne), including as a minimum, but not limited to;
 - (b) bio-aerosols and particulates;
 - (c) emissions to water;
 - (d) emissions to land;
- 2.1.4 Operation
- 2.1.4.1 Facility opening hours, working hours and shift patterns;
 - 2.1.4.2 Description of skilled and unskilled labour, duties, responsibilities and their supervision, number of supervisors and training arrangements;
 - 2.1.4.3 Use of sub-contractors;
 - 2.1.4.4 Health and Safety during operation, to include training provisions and the means of limiting employees exposure to process emissions;
 - 2.1.4.5 Contract Waste reception and transfer to include:
 - (a) Delivery of Contract Waste;
 - (b) Inspection of incoming loads;
 - (c) Safe manoeuvring and discharge in NWTF by the WCA refuse collection vehicles;
 - 2.1.4.6 Weighbridge operation, to include:

- (a) Audit trail to ensure monitoring of Contract Waste and payment for management of Contract Waste only; measures for ensuring the weight of all Contract Waste is recorded in and out of the facility;
 - (b) Waste Reception Criteria and acceptance procedures for the NWTF for vehicles delivery Contract Waste other than those of the Contractor;
- 2.1.4.7 Operation procedures to include:
 - (a) Operational criteria;
 - (b) Health and Safety proposals;
 - (c) Routine inspections and checks of equipment;
 - (d) Cleaning and cleanliness standards of Facilities;
- 2.1.4.8 Management systems, operational control and monitoring systems including reporting systems abatement systems;
- 2.1.4.9 Methods and timing of analysing Contract Waste for information purposes only (save as provided for in this Contract, the risk of changes in composition of Contract Waste rests with the Contractor);
- 2.1.4.10 Continuity of Service in the event of breakdown, servicing or repair to include:
 - (a) Contract Waste storage capacity and contingency for plant downtime;
 - (b) Contingency arrangements for weighbridge breakdown;
 - (c) Details of any activities that are dependent upon that of another and the contingency arrangements for non-performance of the NWTF that are in place to ensure continuous service;
 - (d) Proposals for continuous operation including "catch up" procedures;
 - (e) Back and emergency arrangements.
- 2.1.5 Maintenance
 - 2.1.5.1 The life expectancy of and a maintenance and replacement plan for each facility, building, piece of plant and equipment;
 - 2.1.5.2 Maintenance standards, inspection schedules and structured maintenance plan;
 - 2.1.5.3 The Contractor shall provide an outline Detailed Maintenance Plan containing:

- (a) Maintenance requirements and consideration of whole life costs;
- (b) Details of operational monitoring and predictive maintenance
- (c) Schedule and procedures of planned preventative maintenance, replacement or upgrading of key items of plant and equipment at the NWTF;
- (d) Schedule and procedures of operational and performance testing of items of plant and equipment;
- (e) Schedule and procedures of calibration and resetting of items of plant and equipment;
- (f) Procedures of maintenance, repair, replacement or upgrading of key items of plant and equipment to be implemented in the event of reduced performance, damage or failure of items of plant and equipment;
- (g) Details of back up and temporary operational procedures during maintenance;
- (h) Proposals and timetables for both scheduled and unscheduled closures of all or part of the facility;
- (i) Details of how maintenance will be scheduled to minimise disruption to WCA delivery of Contract Waste;
- (j) Detailed list of spare parts and equipment.

2.2 **Method Statement 14 - Commissioning**

2.2.1 The Contractor shall submit the following method statement:

- 2.2.1.1 proposed identity of the Independent Certifier;
- 2.2.1.2 proposed terms and conditions for the appointment of the Independent Certifier (the Contractor may provide a draft appointment for this purpose);
- 2.2.1.3 particulars of the duty of care warranty that the Independent Certifier will owe to the Councils in the appointment and confirmation that the Councils must have no liability under or in connection with the Independent Certifier's appointment;
- 2.2.1.4 confirmation that the level of the Independent Certifier's insurance cover will be no less than £10m for any one occurrence.

2.2.2 Any appointment under this element of the Contract must be strictly independent. Appointments shall not be made to any member of the Contractor's corporate group, nor have financial or ownership interest in the consortia, and the consortia shall not have a financial or

ownership interest in the Independent Certifier or any member of its corporate group.

3. **Service Output 3 - Disposal Service**

3.1 **Method Statement 15 - Disposal / Landfill**

3.1.1 The Contractor shall submit:

3.1.1.1 Full details of the landfill and/or disposal sites to be used, and copies of all applicable licences and permits. This should include any licence limitation on waste quantities or types, and the types of Contract Waste to be consigned to each site.

3.1.1.2 Landfill / disposal site capacity

3.1.1.3 Term of initial agreement for the Landfill Site to accept Contract Waste

3.1.2 Operating Procedures

3.1.2.1 Facility opening hours, working hours and shift patterns;

3.1.2.2 Delivery vehicle turn-around times;

3.1.2.3 Weighing equipment to be used on site and contingency arrangements for weighbridge breakdown;

4. **Service Output 4 - Waste Reception and Transfer**

4.1 **Method Statement 16 - Contract Waste reception and Waste Transfer**

4.1.1 The Contractor shall provide details of the following:

4.1.2 Provision of Delivery Points

4.1.2.1 The compatibility of Delivery Point(s) with collection and street cleansing services;

4.1.2.2 Details of vehicle and transport arrangements, including the environment impact of the Transport Plan;

4.1.2.3 Number of traffic movements per hour, per day and per year;

4.1.2.4 A critique of how the Contractor has taken into account sustainability principles when designing and locating the Delivery Point(s).

4.1.3 Design of new Project Transfer Stations

The Contractor shall provide details of the following:

4.1.3.1 The proposed approach to consulting with stakeholders including the general public;

- 4.1.3.2 A site plan and drawings showing the location, likely boundaries, means of access, a six figure Ordinance Survey grid reference, general appearance, visualisations, layouts, sections and elevations of the whole site and facilities within the boundary;
- 4.1.3.3 An detailed schematic showing internal layout;
- 4.1.3.4 Total land requirements (hectares) and statement of land ownership (referenced against the site plan where applicable);
- 4.1.3.5 Proposals to demonstrate good practice in sustainable construction and for consultation with stakeholders;
- 4.1.3.6 Description of how the transfer station shall be developed, commissioned and operated and fulfil its operating capacity;
- 4.1.3.7 Confirmation of the industry recognised standards for civils and building works specifications and mechanical and electrical works specifications.
- 4.1.3.8 Arrangements for :
- (a) Safety during construction and operation;
 - (b) Signage and traffic control systems to ensure no vehicles which can reasonably be expected to use the facility under normal operating conditions will queue on the public highway.
 - (c) Weighbridges;
 - (d) Inspection of incoming loads;
 - (e) safe manoeuvring and discharge in the facility by refuse collection vehicles.
 - (f) Continuity of service in the event of breakdown, servicing or repair.
 - (g) Contract Waste storage capacity and contingency for plant downtime.
 - (h) Vehicle parking arrangements;
 - (i) Building and construction standards and finishes;
 - (j) Use of Re-used and Recycled materials in building materials;
 - (k) Fencing and security;
 - (l) Drainage, including protection of ground and surface waters, impact on watercourses and assessment of

- flooding risk and incorporation of sustainable urban drainage systems, where practicable;
- (m) site lighting (external and internal); Fire protection and fire fighting equipment;
- (n) Building Services;
- (o) Maintenance requirements and consideration of whole life costs;
- (p) Energy use and efficiency;
- (q) Water use and efficiency;
- (r) Impact on biodiversity;
- (s) Impact on the historic landscape
- (t) Management of construction waste.
- (u) Cleaning and cleanliness standards of Facilities;
- 4.1.4 Operating Procedures
 - 4.1.4.1 Facility opening hours, working hours and shift patterns;
 - 4.1.4.2 Delivery vehicle turn-around times;
 - 4.1.4.3 Weighing equipment to be used on site and contingency arrangements for weighbridge breakdown;
 - 4.1.4.4 Method for weighing and recording all Waste, materials and product leaving NWTF;
 - 4.1.4.5 A schedule of all Wastes to be separately received; and transferred;
 - 4.1.4.6 Arrangements for bulking and loading Waste for onward transport for treatment and or disposal;
 - 4.1.4.7 Means of dealing with delivered Household Hazardous Waste;
 - 4.1.4.8 A procedure for identifying and recording Third Party Waste;
 - 4.1.4.9 Details of plant and equipment to be used at the Delivery Points (excluding Third Party Transfer Stations and Landfill Sites) including a maintenance and replacement plan for key plant and equipment;
 - 4.1.4.10 Maintenance standards, inspection schedules and structured maintenance plan;
- 4.1.5 Staff

- 4.1.5.1 Description of skilled and unskilled labour, duties, responsibilities and their supervision, number of supervisors and training arrangements;
- 4.1.5.2 Use of sub-contractors;
- 4.1.6 Operational Criteria
 - 4.1.6.1 The Contractor shall define operational criteria for each of the Delivery Points.

4.2 **Method Statement 17 - HWRCs**

- 4.2.1 The Contractor shall provide details of the following:
- 4.2.2 Operating Procedures
 - 4.2.2.1 Opening hours;
 - 4.2.2.2 Measures to promote Re-Use;
 - 4.2.2.3 What Contract Waste and Recyclable Materials will be collected at each HWRC and what type and size of containers will be used;
 - 4.2.2.4 Arrangements for sorting, segregating and storing Contract Waste;
 - 4.2.2.5 Arrangements for emptying containers and collecting Recyclable Materials, including frequency of collections, numbers and type of vehicles and staff and vehicle resources to be used to empty the waste receptacles at each HWRC. Details of how the work is to be scheduled to ensure continuous adequate space for residents to dispose of their waste during the opening hours with particular reference to weekends when access to disposal facilities may be limited;
 - 4.2.2.6 Which of the containers will be supplied and serviced by the Contractor and which of the containers will be supplied and serviced by third parties/charities;
 - 4.2.2.7 Arrangements for traffic access, queuing and car parking for each site;
 - 4.2.2.8 Arrangements for suitable, safe access for pedestrians;
 - 4.2.2.9 Details of site offices serviced by electricity, water supply, telephone and sewerage;
 - 4.2.2.10 Details of adequate lighting;
 - 4.2.2.11 Details of any other facilities as may be dictated by any Necessary Consent;
 - 4.2.2.12 Arrangements for totting;

- 4.2.2.13 Provision of automatic number plate recognition at Raynesway, Derby
- 4.2.2.14 Remote site monitoring (television) at Raynesway, Derby
- 4.2.2.15 Arrangements for service users to dispose of boxes and plastic bags used to carry Contract Waste to HWRCs;
- 4.2.2.16 Details of method to prevent entry of unauthorised commercial vehicles and commercial waste depositors consistent with the existing permit scheme operated by Derby City Council at Raynesway, Derby;
- 4.2.2.17 Arrangements for dealing with Hazardous Waste deposited at each HWRC including details of safe and secure contingency area for deposit of flammable, toxic or other Hazardous Waste;
- 4.2.2.18 Proposals for segregating Hazardous Waste from public and other Household Waste;
- 4.2.2.19 Arrangements to be provided on site for assisting service users having difficulty in either source separating their Waste or placing it into the waste receptacles at HWRCs;
- 4.2.2.20 A procedure for identifying and recording Third Party Waste;
- 4.2.2.21 Protocols for dealing with those suspected of illicitly depositing Third Party Waste;
- 4.2.3 Contingency Procedures
 - 4.2.3.1 Emergency arrangements;
 - 4.2.3.2 Proposals for temporary or permanent closure of HWRCs, if appropriate, including contingency arrangements;
- 4.2.4 Staff
 - 4.2.4.1 Details of the number of Staff to be employed at each HWRC to cover the opening hours, the requirement for a seven-day week operation including the shift profile;
 - 4.2.4.2 Staff and vehicle resources to be used to maintain the cleanliness of the containers and HWRC sites to the standards as specified in the Code of Practice on Refuse and Litter within the EPA;
- 4.3 **Method Statement 18: Replacement or Refurbishment of existing HWRCs and Project Transfer Stations**
 - 4.3.1 The following additional information is required in respect of proposals for each planned Facility, replacement Facility or refurbishment of existing Facilities, to be provided as part of a service solution (except that the Contractor shall not be obliged to provide information to the extent that the Facility to which it relates is the Councils' responsibility

pursuant to **Schedule 16** (Minor Facilities Protocol) or is a Third Party Transfer Station or Landfill Site:

- 4.3.1.1 proposals demonstrating how each of the HWRCs and Project Transfer Stations and associated Services will be developed during the Contract Period to ensure continuous improvement;
- 4.3.1.2 evidence that allowance has been made for lifecycle costs for developing, maintaining and replacing plant, equipment and other assets at the HWRCs and Project Transfer Stations;
- 4.3.1.3 a plan with an identifying letter;
- 4.3.1.4 site details (introduction, location, size, land ownership control and availability);
- 4.3.1.5 plant & equipment to be installed;
- 4.3.1.6 details of any Sub-Contractors;
- 4.3.1.7 the proposed approach to consulting with stakeholders;
- 4.3.1.8 building consents and other Necessary Consents required;
- 4.3.1.9 site licenses;
- 4.3.1.10 approach to and accordance with integrated pollution prevention and control, where relevant;
- 4.3.1.11 availability of assignable warranties;
- 4.3.1.12 approach to site design; and
- 4.3.1.13 specify planning and construction fall back and contingency arrangements.