

## **PART C: PROJECT AGREEMENT & SCHEDULES**

### **2. SCHEDULE 2:** **SPECIFICATION**

**Schedule 2 (Specification)**

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## **Interpretation**

The words and expressions used in this Specification with an initial capital letter shall have the meaning set out in Schedule 1 (Definitions).

## **Part One**

### **1 Introduction**

- 1.1 The Authority has entered into a contract with the Contractor to provide a long-term waste management service to design, build, finance and operate Facilities for the Handling of Contract Waste, together with HWRC Site management, transfer, haulage and associated auxiliary services. Contract Waste is defined in Schedule 1 (Definitions).
- 1.2 This Specification sets out the Service to be provided by the Contractor. The Contractor shall deliver the Service in accordance with this Specification and Schedule 3 (Contractor's Service Proposals).
- 1.3 Method Statements 4 to 10 of Schedule 3 (Contractor's Service Proposals) set out the Contractor's detailed arrangements for the delivery of the Service.

### **2 Overall Service Objectives**

- 2.1 The Contractor shall provide the Service so as to achieve the Service Standards.
- 2.2 The Contractor's performance will be monitored and measured in accordance with Schedule 27 (Performance Framework), Method Statement 7 (Reports, Monitoring and Audit Plan) of Schedule 3 (Contractor's Service Proposals) and other express provisions of the Contract as appropriate.

### **3 Key Performance Targets**

#### **Contract Targets for Diversion**

- 3.1 The Authority must as a minimum meet the Biodegradable Municipal Waste ("BMW") Landfill diversion targets, which are set out in the Waste and Emissions Trading Act 2003 ("WET") and enacting regulations. Reductions in the amount of BMW that can go for disposal to Landfill have been set and the following targets will apply:
  - 3.1.1 BMW going to Landfill must be reduced to 75% of the total amount (by weight) of BMW produced in 1995. The target year for this is 2010; therefore the Authority will measure this in 2009/10.

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- 3.1.2 BMW going to Landfill must be reduced to 50% of the total amount (by weight) of BMW produced in 1995. The target year for this is 2013; therefore the Authority will measure this in 2012/13.
- 3.1.3 BMW going to Landfill must be reduced to 35% of the total amount (by weight) of BMW produced in 1995. The target year for this is 2020; therefore the Authority will measure this in 2019/20.
- 3.2 Through the mechanism set out in paragraph 3.1 the Authority has been set annual BMW landfill allowances which reduce over time. The Contract Targets have been set with these absolute landfill allowances in mind so that achievement of the Contract Targets will contribute towards the Authority's wider obligations pursuant to the WET. It is acknowledged (as provided in Clause 116.8 (Statutory Targets)) that the Contractor shall not under this Contract (whether expressly or impliedly) take responsibility for achieving the Authority's Statutory Targets.
- 3.3 Subject to the terms of this Contract, the Contractor shall divert Contract Waste from Landfill so as to achieve the Contract Targets. The Contract Targets and related adjustments to the Annual Unitary Charge for failure to achieve them are as set out in Section 7 of Schedule 26 (Payment Mechanism). Notwithstanding any other provision of this Contract the Parties acknowledge that any failure or failures to achieve the Contract Targets may only per se trigger a Contractor Default under limb (q) of the definition of Contractor Default and not under any other limb of that definition.

### **Targets for Recycling and Composting**

- 3.4 The Contractor and the Authority shall set the HWRC Recycling and Composting Range and the Annual Unitary Charge shall include the HWRC Recycling and Composting Element in accordance with Section 6 of Schedule 26 (Payment Mechanism).
- 3.5 The Authority shall monitor performance in respect of Recycling in accordance with the terms of this Contract.
- 3.6 Subject to Clause 48 (Non Contract Waste), the Authority may allow Non Contract Waste to be received and processed at the Waste Transfer Stations and the MBT Facility, but not at the HWRC Sites.

## **4 Scope of the Service**

The Service to be provided by the Contractor is set out in detail in the service outputs set out in Part Two of this Specification (the "Service Outputs") and are summarised as follows. The Contractor shall:

- 4.1 design, build, finance and operate Facilities for the Handling of all Contract Waste in accordance with the targets and service requirements set out in the Contract.
- 4.2 subject to the terms of the Contract and paragraph 3.3 above, treat Contract Waste so as to achieve the Contract Targets.
- 4.3 Receive and Handle Contract Waste (including, to avoid doubt, Ad Hoc Waste).
- 4.4 subject to Clauses 52.1 and 58 of the Contract, provide a means of separation and secure the Recycling of Recyclable Material from the HWRC Sites.
- 4.5 provide Delivery Points for the reception of Contract Waste from the WCAs as set out in Schedule 21 (Delivery Points and Contingency Delivery Points).
- 4.6 manage and operate Facilities for the treatment of Contract Waste in accordance with Good Industry Practice, this Specification, the Contractor's Service Proposals and all relevant Legislation.
- 4.7 comply with the terms of this Contract in respect of Consents.
- 4.8 [not used]
- 4.9 work with the Authority to achieve levels of health and safety management that comply with Good Industry Practice.
- 4.10 manage, operate and, subject to Clause 17.12 (HWRC Schedules of Condition), maintain the HWRC Sites.
- 4.11 work with the Authority as reasonably required to develop, implement and operate services that maintain and improve upon the current waste minimisation and awareness initiatives as provided for in Service Output 2 (Waste Minimisation and Awareness).

## **5 Waste Validation and Reporting System**

- 5.1 The Contractor shall provide an electronic interface with the Authority's waste validation and reporting system in accordance with the Waste Validation and Reporting System Outline Specification set out at Appendix 1 to this Schedule 2 and Method Statement 7 (Reports, Monitoring and Audit Plan).

## **6 Detailed Service Outputs**

- 6.1 The Contractor shall provide the Service in accordance with the standards contained within this Specification. The format for each of the Service Outputs is:
- 6.1.1 summary of the service requirements; and
  - 6.1.2 service standards which detail the specific minimum standards and the constraints that must be taken into account in delivering the Service.
- 6.2 The Contract contains methods of assessing the Contractor's performance and compliance with Service Standards including (without limitation) Schedule 26 (Payment Mechanism) and Schedule 27 (Performance Framework).
- 6.3 The Contractor and the Authority shall monitor and record compliance with Service Standards in accordance with Method Statement 7 (Reports, Monitoring and Audit Plan) and Clause 65 (Performance Monitoring).

## **7 Legal Compliance**

- 7.1 In providing the Service, the Contractor shall comply with all relevant Legislation which is applicable to it without prejudice to the provisions of Clause 105 (Change in Law).
- 7.2 [Not used]
- 7.3 The Contractor shall meet as a minimum, the requirements as set out in the Health and Safety at Work etc. Act 1974 and all and relevant health and safety Legislation applicable to it.
- 7.4 The Contractor shall meet the requirements of the Disability Discrimination Act 1996 ("DDA") and shall comply with Good Industry Practice relating to disability discrimination.
- 7.5 Waste collected by the WCAs may contain small quantities of Hazardous Waste. The Contractor shall take reasonable steps to Receive, store and arrange for the recovery, recycling or disposal as appropriate of such waste after the date of this Contract.

## **8 Not used**

## **9 Contract Waste**

- 9.1 The definition of Contract Waste for which the Contractor shall be responsible is set out in Schedule 1 (Definitions) and includes (without limitation) Waste which falls under the statutory obligations of the WDA and WCAs as detailed in this paragraph 9.1 (being

always subject to the definition of Contract Waste in Schedule 1):

9.1.1 The Environmental Protection Act 1990;

9.1.2 The Controlled Waste Regulations 1992;

9.1.3 [Not used]

9.1.4 The Hazardous Waste (England) Regulations 2005;

9.1.5 The List of Wastes Regulations 2005; and

9.1.6 The WEEE Regulations 2006,

and subject to Clause 105 (Change in Law), any amendments to the above and other relevant waste Legislation current or introduced during the Contract Period.

- 9.2 For the avoidance of doubt but without limitation, and subject to the WCA Baseline and the Schedule 8 (Service Commencement Date) the following current waste streams shall be included in Contract Waste (this being a non-exhaustive list and always without limitation subject to the definition of Contract Waste in Schedule 1 (Definitions)).

<b>Waste Type</b>
Household waste (including fly tipped and any items that are likely to go into a wheelie bin)
Commercial and industrial wastes as collected by or on behalf of WCAs
All WDA authorised waste delivered to HWRC Sites and other Delivery Points provided as part of the Service by AAPs
Litter and refuse from the cleansing of all public highways, public areas, footpaths, footways, public parks and like areas from WCAs
Road sweepings (excluding gully waste) delivered by the WCAs (with provisions made for wet arisings)
All waste arising from the activities at HWRC Sites, including (without limitation): <ul style="list-style-type: none"> <li>• Glass</li> <li>• Paper</li> <li>• Cardboard</li> </ul>

Waste Type
<ul style="list-style-type: none"> <li>• Timber</li> <li>• Green waste</li> <li>• Plastics (where currently available)</li> <li>• All other Recyclable Materials</li> <li>• All other residual waste</li> <li>• Ferrous and non-ferrous metals</li> </ul>
<p>Hazardous Waste deposited at HWRC Sites by residents of the Administrative Area, e.g.</p> <ul style="list-style-type: none"> <li>• Gas bottles</li> <li>• Oils and filters</li> <li>• Batteries</li> <li>• Paint</li> <li>• Household chemical smalls</li> <li>• Ink cartridges</li> </ul>
Low-grade household clinical waste
Ad Hoc Waste as defined in Schedule 34 (Ad Hoc Waste)
Kitchen food waste
Cement bonded asbestos
WEEE
Kerbside waste suitable for composting

## 10 Waste Quantity and Composition

The provisions of Clauses 53 (Composition Risk) and 54 (MBT Input Composition) (inter alia) shall apply in respect of the quantity and composition of Contract Waste.



## **Part Two**

### **Service Outputs**

This section of the Specification (Service Outputs 1-7) describes in detail each of the aspects of the Service to be delivered and the standards to be achieved.

## **Service Output 1 – Service Management**

### ***Summary of Service Requirement***

The Contractor shall develop, implement and operate an effective service management system as detailed in Method Statement 4 (Facility Service Operational Plans).

### ***Service Requirements***

The Contractor shall:

1. Subject to Clause 107 (Authority and Contractor Changes) maintain and implement a Method Statement that details how the Service will be delivered.
2. Liaise with the Authority on an agreed basis on all matters relevant to the effective running of the Service.
3. Develop, operate and maintain monitoring systems for the performance of the Service and a reporting system as agreed with the Authority.
4. Implement and maintain an Integrated Management System ("IMS") for the Service (to include sections covering quality, environment and safety management).
5. Subject to Clause 14.2.2 (General Obligations of the Authority) and other clauses and provisions in the Contract regulating Authority access to the Sites, provide the Authority with such access necessary to monitor the Service.

### ***Service Standards***

#### **Service Delivery Plan**

1. Method Statements 4 to 11 set out how the Contractor shall meet the requirements of this Specification. The Contractor shall implement Method Statements 4 to 11.
2. (Without prejudice to any other mechanism under this Contract which may provide for review and amendment of the Method Statements) a review of the Method Statements will be carried out annually as part of the process for meetings set out in Method Statement 7 (Reports, Monitoring and Audit Plan), as a minimum, and when Facilities and/or practices are introduced or modified. Any amendments arising from such a review shall be agreed with and approved by the Authority prior to their introduction.

### Management and Staffing Arrangements

3. The Contractor shall provide an Employment and Staffing Plan (Method Statement 8) detailing the management structure, that will be implemented to ensure the effective management of the Service.
4. The Contractor shall provide details for each key member of Contractor staff mentioned by job title in the organisation charts.
5. The Contractor shall employ appropriately skilled and qualified managers, supervisors and staff for the operation of the Service. The Contractor shall consult the Authority on the appointment of the Contractor's Representative.
6. The Contractor shall provide staff with regular and relevant training during the Contract Period.
7. The Contractor shall adopt, and adhere to a staff code of conduct (set out in Method Statement 8 (Employment and Staffing)) applicable to its staff, governing the behaviour of all staff members.
8. All operational staff engaged on this Contract shall wear appropriate company clothing.

### Liaison with the Authority

9. There shall be, at minimum, monthly performance monitoring meetings with the Authority (held in accordance with Method Statement 7 (Reports, Monitoring and Audit Plan)).
10. The Contractor shall attend all meetings as requested and mutually convened by the Authority of which reasonable notice has been given.
11. The Contractor's representatives at such meetings shall be the Contractor's Representative and such other persons relevant to the subject matter of such meetings.

### Quality Assurance

12. The Contractor shall develop and implement an Integrated Management System ("IMS") in accordance with Clause 63 (Quality Assurance and Quality Management Systems) and Method Statement 9 (Health and Safety Plan).
13. The IMS incorporates an Environmental Management System ("EMS"), a Quality Management System ("QMS") and a Safety Management System ("SMS") and shall comply with Good Industry Practice.

### Commissioning and Performance Tests

14. The principles and format of commissioning and performance tests for the waste management Facilities are set out within Clause 39 (Completion of Works to New Facilities) and Schedule 19 (Acceptance Criteria and Testing).

Access by the Authority

15. Subject to Clause 14.2.2 (General Obligations of the Authority) and any other clauses and provisions in the Contract regulating Authority access to the Sites, the Contractor shall ensure that access is available at all times during normal Opening Hours, to the Authority to inspect any part of the Facilities to ensure that they comply with Contract requirements and applicable Legislation.
16. Such access shall be afforded to the Authority's representatives or inspectors whether the Authority visits with or without notice. However, the Authority's representatives or inspectors shall announce their arrival at the Site in accordance with visitor rules and the Contractor's security requirements.
17. The Contractor shall give access to the Facilities to the AAPs (on the basis set out in the definition of AAPs in Schedule 1 (Definitions)).

Monitoring and liaison

18. Subject to being provided, within a reasonable period of time before the meeting, with the time, date, proposed agenda or issues for discussion and location details, the Contractor's Representative (and such other members of the Contractor's staff as the Authority may reasonably request) shall be available from time to time to meet with the Authority to discuss the provision of the Services and the Contractor's performance thereof.
19. The Contractor shall install, implement and operate throughout the Contract Period operational information recording, monitoring and reporting systems in accordance with Method Statement 7 (Reports, Monitoring and Audit Plan).
20. The Contractor shall be responsible for monitoring its own performance under the Contract in accordance with this Specification (Schedule 2), the Performance Framework (Schedule 27) and Method Statement 7 (Reports, Monitoring and Audit Plan).
21. Defined audit trails shall be established in order to:
- 1.1 Demonstrate performance in respect of the Contract Targets.
  - 1.2 Determine compliance with Performance Standards as detailed in the Performance Framework.

- 1.3 Demonstrate that Contract Waste is being received, kept, stored, treated and disposed of in accordance with the Contract and relevant Legislation.
- 1.4 Determine the source and amount of Contract Waste by waste type delivered to and removed from each Facility.
- 1.5 Demonstrate that all relevant elements of the Annual Unitary Charge (as set out in Schedule 26 (Payment Mechanism)) levied on the Authority by the Contractor are related only to Contract Waste.

### Weighbridge and Data Processing

22. The Contractor shall provide a computerised electronic weighing, vehicle movement and validation system at all Delivery Points that receive Contract Waste provided under the Contract, for the purpose of providing a full record of all Contract Wastes Handled.
23. The Authority shall have full on-line access to all weighing and vehicle movement systems under this Contract for Contract Waste weighed on weighbridges at Delivery Points. In addition, the Contractor shall provide weighbridge records for Contract Waste that is weighed over any weighbridge. Such records shall include as a minimum the following information: the tonnage, waste type, time, date, source, destination, vehicle registration and the transaction type.
24. All weighing equipment shall meet local Trading Standards requirements and comply with relevant Legislation.
25. All Delivery Points shall be equipped with appropriate systems allowing efficient in and out weighing. The weighing system shall be capable of accepting the largest category of vehicle likely (in accordance with Method Statement 5 (Transport Plan)) to be delivering Contract Waste to or transferring Contract Waste from a Facility.
26. The Contingency and Emergency Plan (as set out in Method Statement 6) shall contain arrangements for weighing all Contract Waste so as to continue to provide auditable records in the event of a breakdown.

### Reporting

27. The Contractor shall provide information to enable the Authority to verify the performance of the Service, compliance with the terms of the Contract and for making payments as per the agreed invoicing timescales in accordance with Method Statement 7 (Reports, Monitoring and Audit Plan).
28. The Contractor shall notify the Authority as soon as is reasonably practicable of any Performance Failures or events that may hinder the Contractor from complying with the Contract.

29. The Contractor shall provide accurate and complete data sufficient and suitable to enable the Contractor and the Authority to submit reports, returns and data to DEFRA, the Audit Commission or other Relevant Authority in respect of waste data flows and BVPI targets and to answer the queries of such bodies. The Contractor shall provide reasonable ad hoc data and information as reasonably requested by the Authority from time to time.
30. The Contractor shall retain all information and data for a period of seven years and provide the Authority with access to such data as required by the Authority from time to time.

## **Service Output 2 – Waste Minimisation and Awareness**

### ***Summary of Service Requirement***

The Contractor shall work with the Authority and the RECAP Partners to support and develop current and future waste minimisation and awareness raising initiatives.

### ***Service Requirements***

The Contractor shall support the Authority in the development and implementation and maintenance of a **Waste Prevention Plan** as set out in Method Statement 10 (Waste Minimisation and Promotions).

### ***Service Standards***

The Contractor shall:

1. Propose methods for minimising Waste arisings and work with the Authority and the RECAP Partners on agreed waste education and awareness initiatives.
2. Suggest initiatives and take reasonable steps to make the Authority aware of any Good Industry Practice, with regard to waste minimisation, operating in other local authority areas that could be incorporated into the Cambridgeshire Administrative Area.
3. Develop, maintain and fund a multi-purpose education and visitors' centre at the MBT Facility, to be used by, for example, school, community and business groups. Access to the education and visitors' centre shall be DDA compliant.
4. Provide soil-improving compost for distribution at the HWRC Sites (where practicable) and at other Authority or AAP organised venues and events (where agreed in advance with the Contractor).
5. Provide financial support (but only to the extent within the £75,000 per annum waste minimisation budget) for current and future education and awareness schemes. Details of schemes are listed in Method Statement 10 (Waste Minimisation and Promotions) and will be reviewed annually in partnership with the Authority.

## **Service Output 3 – Waste Reception and Transfer**

### ***Summary of Service Requirement***

The Contractor shall develop, implement and operate Facilities and the Service to Receive Contract Waste from the WCAs (and, where expressly permitted by this Contract, AAPs) and for the onward transfer of Contract Waste.

### ***Service Requirements***

The Contractor shall:

1. Receive Contract Waste collected by the WCAs.
2. Give access to AAPs to deliver Contract Waste in accordance with the provisions of Method Statement 7 (Reports, Monitoring and Audit Plan).
3. Provide Delivery Points that:
  - 3.1 are clean, incorporate a hard standing area, and, in relation to the Waste Transfer Stations only, have Facilities to weigh Contract Waste; and
  - 3.2 (where applicable under paragraph 1 above) allow appropriate segregation of Ad Hoc Waste.
4. Develop, implement and operate a **Transport Plan** which is set out in Method Statement 5 (Transport Plan).

### ***Service Standards***

#### **Waste Transportation Services**

- 1 The Contractor shall prepare and implement a **Transport Plan** (as set out in Method Statement 5) to address all activities involving the Contractor's vehicle fleet and associated traffic management arrangements.

#### **Road Vehicles and Containers**

- 2 The Contractor shall maintain a modern vehicle fleet in a good state of repair consistent with Good Industry Practice, legally compliant and serviceable road vehicles including hire vehicles, containers and trailers used for the performance of the Service. The Contractor shall ensure that vehicles are regularly cleaned as required by Good Industry Practice.
- 3 To the extent consistent with Good Industry Practice vehicles used for delivery of the Service shall incorporate cameras to assist vehicle reversing.



- 4 In the case of Contract Waste delivered by WCAs, or their authorised sub-contractors and other AAPs, the Contractor shall ensure that such vehicles are only accepted through the vehicle validation process set out in the appendix to Method Statement 7 (Reports, Monitoring and Audit Plan) or as agreed between the Parties from time to time.
- 5 Each waste transportation vehicle and their related containers used in the provision of the Service (other than hire vehicles and vehicles used solely on the Sites in performing the Services) shall incorporate the Contractor's livery markings that are clearly visible at all times and that may be updated. The livery markings shall also include the Authority's logos in a form agreed between the Parties.
- 6 The Contractor shall ensure that 95% of vehicles (validated in accordance with the agreed vehicle validation process set out in the appendix to Method Statement 7 (Reports, Monitoring and Audit Plan)) delivering Contract Waste each day during which there are Opening Hours are turned around within 30 minutes from arriving at a weighbridge to departing from a weighbridge.
- 7 The Contractor shall take reasonable steps to determine the likely impact of abnormal waste delivery patterns in providing the Service and make allowances for them, while using reasonable endeavours to preserve the standards that apply to 'normal' waste delivery periods.
- 8 The Contractor shall seek to minimise the environmental impacts of Receiving and transporting Contract Waste.

*Delivery Points and Reception Facilities*

- 9 Delivery Points should be capable within the Opening Hours of the Facility in question (whether by provision of separate areas or by separate timing for deliveries) of acting as a reception point for direct deliveries by AAPs.
- 10 As necessary the Authority will facilitate user groups made up of AAPs to discuss and resolve with the Contractor issues arising with particular Delivery Points.
- 11 All Delivery Points shall have adequate traffic control and safety barrier systems and colour CCTV with pan and zoom function.
- 12 Subject to Schedule 21 (Delivery Points and Contingency Delivery Points) and Clauses 53 (Composition Changes) and Clause 107 (Authority and Contractor Changes) (where applicable or where relevant), Delivery Points shall be compatible with WCA delivery arrangements from time to time provided that without limitation to the application of Clauses 53 and 107 any change in the type or specification of vehicles used by the WCAs from time to time shall be treated and assessed as an Authority Change to the extent it has an impact on the configuration or operation any Delivery Point.

Opening Hours

- 13 The Contractor shall specify Opening Hours for each Facility for each day of the week as stated in the relevant Method Statement.

Waste Storage

- 14 The Contractor shall store Contract Waste in accordance with Legislation if final disposal or treatment is unavailable at one of the Sites.

## **Service Output 4 – Waste Treatment and Disposal**

### ***Summary of Service Requirement***

The Contractor shall develop, implement and operate Facilities and Services (including where appropriate placing Off-take Contracts) for the Handling of Contract Waste for the Contract Period.

For the avoidance of doubt this Service Output 4 does not relate to the HWRC Sites.

### ***Service Requirements***

The Contractor shall:

1. Provide waste management solutions for Contract Waste, which are consistent with environmental Good Industry Practice and, subject to the terms of this Contract and paragraph 3.3 of Part 1 to this Specification, meet the Contract Targets.
2. Make arrangements where reasonably practicable for the recovery of value from Contract Waste.
3. Manage all recovered material and by-products derived from the Service.
4. Make provision for Landfill disposal as part of the treatment solution.
5. Design, construct and operate Facilities provided under the Contract to act as waste reception points for the WCAs. Facilities under this section should be provided in accordance with the requirements set out in Service Output 3 (Waste Reception and Transfer).

### ***Process Guarantees***

1. The Contractor shall ensure that the whole of the Works and Facilities used to provide the Service shall operate together as an integrated waste management system for the Contract Period. All works and Facilities should be consistent with Good Industry Practice and meet applicable Legislation.

### ***Site Order***

2. The Contractor shall provide notice boards at Facilities in a form agreed between the Parties from time to time.
3. The Contractor shall conduct all operations on site in a clean and orderly manner in accordance with Good Industry Practice within the Facility boundaries.

### Maintenance

4. The Contractor shall prepare, implement and keep updated a programmed **Maintenance Plan** as part of the **Facility Service Operational Plans** (set out in Method Statement 4) in accordance with Clause 49 (Planned Maintenance).
5. Plant, equipment and vehicles shall be maintained in accordance with Clause 49 (Planned Maintenance).

### Opening Hours

6. The Contractor shall specify the Opening Hours for each Facility for each day of the week as stated in the relevant Method Statements.

### Provision of Services Outside of Normal Opening Hours

7. Subject to any applicable Consents, the Authority may, from time to time, during the Service Period, request the Contractor to keep Facilities open for short periods outside the Opening Hours to deal with unforeseen delays in the delivery pattern of waste collection vehicles or for training. Provided that any additional costs properly incurred by the Contractor in complying with this obligation shall be for the account of the Authority.

### Contingency and Emergency Plan

8. A **Contingency and Emergency Plan** shall be prepared as set out at Method Statement 6 (Contingency and Emergency Plan) and kept updated for each Facility.

### Final Disposal

9. Final disposal services shall be provided for all Contract Waste.
10. The Contractor shall ensure that adequate permitted capacity exists at Landfill Sites throughout the Contract Period.
11. The Contractor shall provide the Authority with full details of the Landfill Sites to be used from time to time and provide copies of the appropriate planning submissions/approvals and current permits. The Contractor shall inform the Authority of any proposed changes to conditions of, or substitution of, Landfill Sites, with appropriate amendments made to the appropriate Method Statements.

## **Service Output 5 – HWRC Sites**

### ***Summary of Service Requirement***

The Contractor shall take on the management, operation, and maintenance of all HWRC Sites from the HWRC Date.

The Contractor shall manage the transport of Contract Waste from HWRC Sites to processing, re-use, recycling, composting, recovery, treatment and/or disposal points from 1st April 2008 in accordance with Schedule 8 (Service Commencement Date).

The Contractor shall manage the legally compliant treatment and/or disposal of any residues arising out of processing activities at the HWRC Sites.

### ***Service Requirements***

The Contractor shall:

1. Manage, operate and maintain the HWRC Sites from the HWRC Date.
2. Subject to Clause 50 (Equipment), provide appropriate Containers and gantries for the purposes of operating the HWRC Sites from 1<sup>st</sup> April 2008.
3. Ensure the responsive transport of Contract Waste from all HWRC Sites from 1st April 2008 in accordance with Schedule 8 (Service Commencement Date).
4. Work in partnership with the Authority and the Authority's pre-existing HWRC Site contractors to ensure so far as reasonably practicable a seamless transition.
5. Ensure customer service at all HWRC Sites accords with Good Industry Practice.

### ***Service Standards***

#### ***HWRC Management, Operation and Maintenance***

##### ***Management***

1. The Contractor shall ensure the adequate provision of trained management and staff at all times, to provide the Services at the HWRC Sites in accordance with the Service Standards.
2. The Contractor shall assist in educating the public in effective waste management by providing educational materials and displays in accordance with Method Statement 10 (Waste Minimisation Plan). All materials shall be agreed with the Authority.

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3. The Contractor's HWRC Site managers and site operatives shall wear appropriate company clothing displaying job title, the Contractor's logo and company name and 'Working in Partnership with Cambridgeshire County Council'. Clothing designs shall be agreed with the Authority.
4. The Contractor shall work with the Authority and other agencies (for example, the HSE), to enable information sharing on a range of topics relevant to the operation of the HWRC Sites, for example, new health and safety guidance, new Legislation and HWRC best practice.
5. The Contractor shall (provided reasonable notice is given by the Authority) participate in any relevant events the Authority may hold, including any training, workshops or meetings. As appropriate (as determined by the Contractor acting reasonably) HWRC Site managers may also be expected to attend the Contract monthly performance monitoring meetings (pursuant to Method Statement 7 (Reports, Monitoring and Audit Plan)).
6. Subject to Clause 18, the Authority shall transfer at its cost all Waste Management Licences to the Contractor and it will be the Contractor's responsibility to ensure compliance with these and update them where activities change in accordance with Clause 105 (Change in Law) of this Contract.
7. The Authority shall monitor performance (including inspections) at the HWRC Sites as provided for in the Contract. The Authority may ask the public for their comments on the levels of service provided.
8. All complaints relating to the HWRC Sites will be dealt with by the Authority in accordance with the timescales set out in the Authority's complaints procedure at Method Statement 7 (Reports, Monitoring and Audit Plan).
9. The Contractor shall evaluate its customer care procedures by way of the HWRC Customer Survey (in accordance with the procedure envisaged by the definition of HWRC Customer Survey in Schedule 1 (Definitions)).

### Operation

10. Method Statement 4 (Facility Service Operational Plans) shall specify the Opening Hours for HWRC Sites.
11. The Contractor shall provide consistent Opening Hours across all HWRC Sites to the extent compatible with relevant Consents and operational constraints.
12. The Contractor shall work with the Authority to ensure HWRC Site Opening Hours are publicised prior to all public holidays.
13. The Contractor shall provide adequate staff to ensure the HWRC Sites continue to run efficiently and effectively during periods of peak use.

14. The Contractor shall produce, implement and maintain appropriate health and safety procedures including site inductions and a site rule book for its staff, Sub-Contractors and regular AAPs. The Contractor is not expected to provide a site rule book or site inductions to the public.
15. The Contractor shall encourage the segregation of Waste materials by the public having regard to the Contract Targets. The Authority recognises that the Contractor may from time to time wish to segregate Waste materials in a different way. If this is the case, the Contractor shall work with the Authority to publicise such new methods of segregation.
16. Any hazardous waste from the public and AAPs shall be stored safely in a secure area, in accordance with Legislation and Good Industry Practice.
17. The Contractor shall provide facilities for weighing Contract Waste derived from HWRC Sites on site or at Delivery Points or Off-Take Contractor sites as appropriate. Where items of Waste are sent for Reuse from HWRC Sites, and where weighing is not possible, the Contractor shall keep a written record detailing from which HWRC Site the applicable item(s) sent for Reuse arose, a brief description of the item(s), the date the item(s) were sent for Reuse, to whom the item(s) were sent and the name and signature of the recipient of the item(s). For such items, the Contractor shall use estimated weights from the DEFRA Waste Data Flow system. Where weights have not been determined using the DEFRA Waste Data Flow system, the Parties will agree to the use of an item of a comparable weight from the system to derive an estimated weight for the item in question.
18. The Contractor shall not sell materials at HWRC Sites without the express agreement of the Authority. For the avoidance of doubt agreement shall only be given where consistent with relevant Consents and where such activities take place in a properly constructed area of the site.
19. The Contractor shall ensure all Contract Waste received from AAPs is logged so that the Authority can monitor the types and quantities of such waste being deposited.
20. The Contractor shall manage traffic flows into, within and out of the HWRC Sites.
21. The Contractor shall provide appropriate communications facilities at all HWRC Sites including telephone, facsimile and email equipment.
22. The Contractor shall consider any reasonable improvements suggested by the Authority to ensure that HWRC Sites are of a suitable standard to receive waste.

### Maintenance

23. The Contractor shall include in the **Maintenance Plan** being a sub-section of Method Statement 4.3 (HWRC Sites), a section dealing with HWRC Site maintenance. This shall include regular maintenance of the HWRC Site infrastructure and maintenance of any plant and equipment used.
24. Maintenance of the HWRC Sites must include essential maintenance to ensure continued compliance with Legislation in accordance with Clause 49 (Planned Maintenance) and subject to Clause 17.12 (HWRC Schedule of Condition).
25. The Contractor shall maintain adequate signage for the HWRC Sites to display relevant information such as legal requirements, Opening Hours, Waste types, general information and health and safety requirements.
26. The Contractor shall liaise regularly with the Authority about any significant changes to be made to the HWRC Site layout or relevant procedures, so that the Authority may provide constructive input.

### HWRC Transport and Equipment

27. HWRC Sites shall be equipped on a case by case basis, with facilities including containers and gantries/steps for recycling, re-use, diversion and disposal including Household Hazardous Waste.
28. All equipment provided shall be regularly maintained in accordance with Clause 49 (Planned Maintenance).
29. The Contractor shall provide vehicles that are of a suitable size for accessing the HWRC Sites and which are compatible with other equipment provided under this Contract by the Contractor.
30. The Contractor shall provide appropriately trained and competent staff for the transportation of all Contract Waste from the HWRC Sites.
31. All visitors (including AAPs) with business at the HWRC other than members of the public delivering Contract Waste shall be provided with a suitable health and safety induction by the Contractor.
32. Prior to the HWRC Date the Contractor shall take steps to work with the Authority and the existing HWRC management contractors to ensure the provision of an effective haulage service for Contract Waste from HWRCs.



## **Service Output 6 – Mobilisation and Contingency Arrangements**

### ***Summary of Service Requirement***

Mechanisms are required at the Service Commencement Date to achieve so far as reasonably practicable a seamless transition of services.

### ***Service Requirements***

The Contractor shall:

1. Produce and implement arrangements for the take-over and management of the pre-existing service following the date of this Contract as detailed in Schedule 8 (Service Commencement Date).
2. Produce and maintain **Contingency Plans** as part of the **Facility Service Operational Plan** (set out in respect of each relevant Facility in Method Statement 4) that documents arrangements for the continuation of the Service, or any part thereof, in the event of the Unavailability of any relevant Facility.
3. Review & update, where necessary, such Method Statements annually or as and when there are any material changes affecting the delivery of the Service.

### ***Service Standards***

#### **Mobilisation Plan**

1. The Contractor shall provide for a managed hand-over from all pre-existing service arrangements as set out in Schedule 8 (Service Commencement Date). This shall detail an agreed set of activities and timetable between the Contractor and Authority for mobilisation.
2. The Contractor's obligations to start receiving particular Contract Wastes are set out in Schedule 8 (Service Commencement Date).

#### **Contingency and Emergency Plan**

3. The Contractor shall agree with the Authority a **Contingency and Emergency Plan** (set out in respect of each Facility in Method Statement 6 (Contingency and Emergency Plan)) that detail how each aspect of the Service will be operated in the event of any relevant Facility being Unavailable on a permanent or temporary basis. The Contingency and Emergency Plan shall include arrangements for directing Contract Waste to other sites and the establishment of temporary facilities or services.
4. Contingency arrangements shall cover the provision of alternative facilities for the reception, treatment and disposal of Contract Waste and Non-Contract Waste in Emergencies.

5. The Parties have agreed a number of Contingency Delivery Points as provided for in Schedule 21 (Delivery Points and Contingency Delivery Points).
6. The Authority shall be informed as soon as reasonably practicable of the need to divert to another facility or where a contingency service is to be effected, together with notice of the anticipated duration of such a diversion.
7. The Contingency Plans shall include any arrangements the Contractor will effect in the event that delays are incurred during mobilisation meaning that the Contractor cannot adhere to the mobilisation plan as set out in Method Statement 2 (Project Works Plan).

## **Service Output 7 – Health, Safety and Welfare**

### ***Summary of Service Requirement***

The Contractor shall be responsible for all aspects of the health, safety and welfare requirements necessary for the safe operation of the Service.

### ***Service Requirements***

The Contractor shall:

1. Conduct the Service in accordance with applicable health and safety Legislation.
2. Provide a Health and Safety Plan (set out at Method Statement 9), detailing the arrangements that will be implemented and maintained and demonstrate how health, safety and welfare will be managed.
3. Produce a monthly Health and Safety Report, with headings agreed with the Authority.
4. Produce site-specific health and safety rules and provide copies thereof to the Authority and AAPs as appropriate.

### ***Service Standards***

1. The Contractor shall take full note of the requirements of all health and safety Legislation and Good Industry Practice and comply with this in the system's design and operational procedures.
2. In particular, the Facilities shall be designed, so that their use, and the use of plant and equipment situated at them aims to meet the standard of Good Industry Practice in relation to the safety of staff engaged in the Service, other users of the Service and during maintenance. In particular, the Contractor must maintain the Facilities, in good working order (for example, using all necessary guards, screens, fences and traffic control measures), to give protection to the Authority, AAPs and Contractor staff and any other users of the Service or visitors to the Facilities.
3. The Contractor shall provide a **Health and Safety Plan** (set out at Method Statement 9). The Plan shall be designed to achieve the standards of health and safety consistent with Good Industry Practice at all times.
4. A copy of the **Site Rules and Conditions** (as referred to in Method Statement 9 (Health and Safety Plan)) shall be agreed between the Parties and shall be prominently displayed at each Site, and copies given to all Contractor employees.
5. A Health and Safety site induction shall be carried out by an authorised and competent person nominated by the Contractor to ensure all staff,

contractors and AAPs are aware of the risks and safe systems of work relating to the appropriate Site, before commencing their duties at any Facility.

6. The Contractor shall produce a monthly **Health & Safety Report** detailing significant incidents and "dangerous occurrences" the latter as defined under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 ("RIDDOR"), together with any major faults and unsafe conditions identified during the month to which the report relates. The Health and Safety Report must also include an update of action taken to comply with the Health and Safety Plan.
7. Copies of the quarterly inspection reports prepared by the Contractor's Health and Safety Manager (and on request the data to back up such reports) shall be provided to the Authority within an agreed timescale of the end of the quarter to which the report relates. Notwithstanding this, any major faults or unsafe conditions must be reported to the Authority immediately.

## **Appendix 1 – Waste Validation and Reporting System Outline Specification**

### **1.1 System Functionality**

1.1.1 Interface connection between the Donarbon and the Authority systems to facilitate:

- (a) Automatic download of vehicle validations.
- (b) Automatic upload of waste data.

1.1.2 [Not used]

1.1.3 System is able to show only those vehicles and waste types that are currently valid.

1.1.4 Authority access to Donarbon system for viewing (".PDF" or single view per screen) copies of weighbridge tickets which are for the Contract only.

### **1.2 Waste Data File Format Types**

1.2.1 Data File 1: Contract Waste entering a Delivery Point

1.2.2 Data File 2: MBT Output (including but not limited to, recycling, RDF and residual, i.e. what the MBT Facility is producing)

1.2.3 Data File 3: HWRC Output (i.e. all Contract Waste leaving the HWRC Sites)

1.2.4 Data File 4: HWRC Transport (i.e. all Contract Waste transported by the Contractor from the HWRC Sites)

1.2.5 Data File 5: Rejected/Contaminated Loads (i.e. where contamination from Ad-Hoc Waste is found in a load, details of the contaminant, details of the re-weighing and destination of the loads)

1.2.6 Data File 6: Specialist Disposal (i.e. Contract Waste processed by a specialist Off-Take Contractor, for example, WEEE and cement bonded asbestos)

Further details of the Data Files summarised above are set out in paragraph 2.1 of Method Statement 7 (Reports, Monitoring and Audit Plan).

### 1.3 Data File Content

- 1.3.1 Final Destination field is to be included in line data for Data File 2 and Data File 3. Final Destination is defined as the company/organisation receiving tonnages from Donarbon as a result of its waste management methods.
- 1.3.2 Round number is to be captured for all loads originating from District Councils.
- 1.3.3 Waste type coding is to match that used by the Authority.

### 1.4 Data entry of Vehicle Registrations

- 1.4.1 Occur at the weighbridge by appropriate vehicle recognition technology.

### 1.5 Documentation to be available on request (as applicable)

- 1.5.1 Weighbridge tickets
- 1.5.2 Transfer notes
- 1.5.3 HWRC docket

Provides Audit trail for contract and Duty of Care compliance

### 1.6 Modules

- 1.6.1 Not used
- 1.6.2 Document sharing portal – for ease of sharing documents, plans, reports, and figures.
- 1.6.3 3<sup>rd</sup> Party configuration and management - system contains details of Final Destination/3<sup>rd</sup> Parties including contact details and license numbers. Ensures that the Final Destination field in Data File 2 and Data File 3 are always completed.