

SCHEDULE 1

OUTPUT SPECIFICATION

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PART 1 – NOT USED

PART 2 CONSTRUCTION WORKS REQUIREMENTS

1 GENERAL REQUIREMENTS/PROVISION

- 1.1 The Contractor shall provide Facilities that allow the Contractor to provide a waste treatment solution which meets or exceeds the Contract Targets.
- 1.2 The Contractor shall provide the Works Delivery Plan, including the Construction Programme and arrangements for visitors during the Works Period, to meet the requirements of this Part 2 (Construction Works Requirements).
- 1.3 The Contractor shall implement, and comply with, the Works Delivery Plan.
- 1.4 The Contractor shall provide facilities appropriate for it to accept all Contract Waste and to process such Contract Waste to meet Part 3 (Service Requirements) of this Schedule 1 (Output Specification).
- 1.5 The Contractor shall ensure that, as a minimum, the Works meet the requirements of this Part 2 (Construction Works Requirements) of this Schedule 1 (Output Specification).

2 DESIGN, DELIVERY AND TRANSPORTATION

- 2.1 Not Used.
- 2.2 The Contractor shall design and construct the Facilities so that they are suitable and efficient for all Authorised Vehicles bringing Contract Waste to the Facilities and Authorised Vehicle egress from the Facilities. The Contractor shall ensure that the design of the Facilities provides for ease of manoeuvring for these Authorised Vehicles so that they can efficiently and promptly discharge Contract Waste. The Contractor shall ensure that the Facilities shall be capable of accommodating all Authorised Vehicles likely to be used in the haulage of Contract Waste. The Contractor acknowledges that the Authorised Vehicle type and design of the discharge arrangements may change during the Contract Period and shall ensure that the Facilities are flexible and capable of accepting or be readily adaptable to accept a wide range of Authorised Vehicles.
- 2.3 The Contractor shall design and construct the Facilities to ensure that all waste processing treatment and product storage takes place within confined spaces with

appropriate environmental controls provided. The Contractor shall provide reception and manoeuvring areas and indoor waste processing facilities/areas with appropriate systems and manage these areas to eliminate, or otherwise minimise, the emission of dust and odour. This should include, but not be limited to, the use of negative pressure.

- 2.4 The Contractor shall design and construct the Facilities to ensure that Authorised Vehicles using the Facilities do not queue onto the highway and that the requirements of section 6.1 a) of Part 3 (Service Requirements) of this Schedule 1 (Output Specification) are met.
- 2.5 The Contractor shall design and construct the Facilities to include suitable storage facilities for Contract Waste of a size and volume which are capable of storing a minimum of four (4) Days' average Contract Waste delivered to the Facilities.
- 2.6 The Contractor shall design and construct the Facilities to include suitable storage facilities for Rejects, Residues, Products, Recovered Materials and Non-Conforming Waste of a size and volume which does not impact on the Environment or on the operational efficiency of the Facilities.
- 2.7 The Contractor shall design and construct the Facilities to include equipment capable of monitoring, weighing and electronically recording each load and Authorised Vehicle bringing Contract Waste and any Non-Contract Waste to the Facilities and each load and Authorised Vehicle removing Contract Waste and/or Products, Recovered Materials, Rejects and/or Residues from the Facilities. The Contractor shall, as a minimum, record that information required by the Contractor for the purpose of meeting its obligations under the Contract.
- 2.8 The Contractor shall design and construct the Facilities to include all necessary storage and material handling equipment to facilitate storage and/or removal of all Contract Waste from the Facilities and in accordance with the relevant part of Schedule 3 (Service Delivery Plan).
- 2.9 The Contractor shall design and construct the Facilities to include all necessary infrastructure and utility services required to meet the requirements of this Part 2 (Construction Works Requirements) including, but not limited to, their connection, security of supply and capacity.

3 MINIMUM WORKS REQUIREMENTS

- 3.1 The Contractor shall ensure that the Works comply with Good Industry Practice, all Laws and Necessary Consents including but not limited to all:
- 3.1.1 British Standards and codes of practice or equivalent European industry recognised standards and guidance;
 - 3.1.2 Health and Safety Executive guidance notes;
 - 3.1.3 requirements of the statutory undertakers;
 - 3.1.4 Building Research Establishment Digest recommendations;
 - 3.1.5 fire safety requirements in agreement with the fire authority; and
 - 3.1.6 relevant Environmental Agency guidance notes, consents and authorisations.
- 3.2 The Contractor shall provide materials, equipment, plant, machinery and other goods of sound and satisfactory quality and fit for purpose for which they will be used. All workmanship and manufacture of fabrication shall meet or surpass all relevant British Standards and codes of practice or equivalent European industry recognised standards and guidance.

4 CIVIL AND BUILDINGS WORK SPECIFICATIONS

- 4.1 The Contractor shall comply with relevant standards and Good Industry Practice for the design, construction, commissioning and testing of the Facilities.
- 4.2 The Contractor shall use reasonable endeavours to utilise methods and materials in the design, construction and operation of the Facilities which are sustainable including in terms of energy efficiency, renewable energy and Recycled content.
- 4.3 The Contractor shall in respect of the Works:
- 4.3.1 implement a Site Waste Management Plan throughout the Works Period in compliance with the Site Waste Management Plans Regulations 2008 (SI 2008/314) but also include in such plan project-specific targets for waste recovery and reused and Recycled content set out in paragraphs 4.3.3 and 4.3.4 below and for waste reduction;

- 4.3.2 measure and report following the method for construction waste measurement and reporting agreed by the UK Contractors Group, available at http://www.wrap.org.uk/construction/tools_and_guidance/reporting_portal.html or equivalent for the quantity of waste produced and the quantity of waste sent to Landfill (tonnes per one hundred thousand pounds (£100,000) of construction spend);
 - 4.3.3 set a target to exceed the recovery rate of eighty per cent (80%) of the available construction materials applicable/practical and economical for reuse; and
 - 4.3.4 set a target to exceed the rate of fifteen per cent (15%) of the available construction materials value, where applicable/practical and economical for reuse.
- 4.4 Before starting on a Site the Contractor shall submit to the Councils a copy of the Site Waste Management Plan identifying the actions to be taken to reduce waste, increase the level of recovery and increase reused and Recycled content and quantifying the resulting changes. The Contractor shall forecast waste quantities and reused and Recycled content from an early design stage (for instance by using WRAP's Net Waste Tool).

5 MECHANICAL AND ELECTRICAL SPECIFICATIONS

- 5.1 Not Used.

6 PERSONNEL SPECIFICATIONS

- 6.1 The Contractor shall ensure that all personnel employed in connection with the Works are suitably skilled and experienced in their particular professions, trades and callings or adequately supervised.
- 6.2 The Contractor shall ensure that all aspects of the Works are supervised by sufficient numbers of personnel who have adequate knowledge for the satisfactory and safe performance of the Works in accordance with the Contract and with regard to the activities which are carried out at the Facilities and to the nature of persons occupying the Facilities. The Contractor shall notify the Councils' Representative of any changes in the following key personnel the operations director, the Site Manager and the CELO.

7 EXISTING STRUCTURES AND INFRASTRUCTURE

- 7.1 The Contractor shall be responsible for identifying and undertaking all enabling works necessary to ensure the Sites are suitable for the carrying out of the Works.
- 7.2 The Contractor shall carry out all required demolition of existing structures and make safe redundant infrastructure on the Sites in accordance with BS6187:2000.
- 7.3 The Contractor shall, where required, be responsible for undertaking remediation or removal of any contaminated waste, material or land on the Sites or the Facilities.
- 7.4 The Contractor shall carry out any protection and diversion works associated with any existing infrastructure located on the Sites required for the construction of the Facilities and ensure continuity of utility supplies to any Adjoining Property insofar as they may be affected by the Works. This shall include, but is not limited to, gas, electricity, water, sewerage, communications services and watercourses/drains/culverts.
- 7.5 The Contractor shall ensure that adequate retaining walls and/or support to excavated faces are provided to support any Adjoining Property during the carrying out of the Works.
- 7.6 From the Works Commencement Date the Contractor shall ensure the Sites and any Works carried out outside the Sites are safe and secure throughout the Works Period and shall make reasonable endeavours to ensure that there is no unauthorised access to the Sites.
- 7.7 The Contractor shall ensure that the Facilities shall be suitably housed and protected such that waste delivery vehicle operators, Councils' Representative, any Councils Related Party or Visitors cannot gain access to areas or parts of the Facilities that could cause harm or a risk to their health and safety. All Visitors to the Facilities during the Works Period must comply with all relevant health and safety requirements, including, but not limited to site inductions, site rules and instructions from site staff.

8 SITE(S) ACCESS, CIRCULATION AND SIGNAGE

- 8.1 The Contractor shall design and construct the internal road and pedestrian area layout within the Facilities to allow safe movement of vehicles, plant and pedestrians and with regard to health and safety Laws and Good Industry Practice.
- 8.2 The Contractor shall provide access to the Facilities from the public highway.

- 8.3 The Contractor shall design and construct the Facilities to ensure the security of the Facilities and allow the Councils safe and efficient access during the Normal Opening Hours. This shall include but is not limited to:
- 8.4 suitable levels of artificial illumination for the purpose of access and egress from the Facilities, way finding and discharging Contract Waste;
- 8.4.1 lighting to meet the requirements of:
- (a) The Chartered Institution of Building Services Engineers (CIBSE) Lighting Guide;
 - (b) The Institution of Lighting and Crime;
- 8.4.2 signage indicating access and egress; and
- 8.4.3 CCTV with continuous recording facilities as a minimum covering the entrance and exits and all buildings.
- 8.5 The Contractor shall provide signage at each of the Facilities clearly visible from the public highway which identify the Facilities as Councils' facilities. The design of each sign is to be approved by the Councils. The signs shall indicate the Contractor(s) names with telephone contact numbers and each Council's logo.

9 CONSTRUCTION REQUIREMENTS

- 9.1 During the Works Period (and save to the extent that an agreed Interim Service is provided) the Contractor shall not use or occupy the Sites or allow the Sites to be used or occupied for any purpose other than the carrying out of the Works.
- 9.2 The Contractor shall not deposit or manufacture on the Sites any materials which are not required for the carrying out of the Works.
- 9.3 The Contractor shall not sell or dispose of any earth, clay, sand, gravel, chalk or other material from the Sites without the consent of the Councils.
- 9.4 During the Works Period the Contractor shall not permit the storage of materials or the parking of vehicles in the immediate external vicinity of the boundaries of the Sites by the Contractor or any Sub-Contractor or sub-contractor other than for reasonable periods necessary for the carrying out of the Works or for loading and unloading or as set out in the Works Delivery Plan.

- 9.5 The Contractor shall only erect any temporary structure on the Sites with the prior written consent of the Councils, other than temporary site accommodation or other temporary structure necessary for the Works.
- 9.6 The Contractor shall not erect or exhibit or permit or suffer to be erected or exhibited on any part of the Sites any signs or trade boards save those previously approved in writing by the Councils which approval shall not be unreasonably withheld. Any sign board shall be subject to the Councils' approval, in line with the Communication Strategy and the Councils' corporate branding policies.
- 9.7 The Contractor shall at its own cost be responsible for obtaining all road closure and/or other orders necessary to enable the Works to proceed.
- 9.8 The Contractor shall at its own cost enter into and comply with the terms of any Planning Agreements (as described in limbs (b) and (c) of such definition in the Contract) as may be required in respect of the Works and provide such bonds as the Relevant Authority may require in connection with such Planning Agreements.
- 9.9 The Contractor shall ensure that the laying of the Conduits and all service media connections to Conduits required in connection with the Works are correctly made and that any rectification is carried out at the Contractor's own cost.

10 VISITOR ARRANGEMENTS

- 10.1 The Contractor shall ensure that the Facilities are designed to include a Visitor room, which is not required to be for sole use, which shall be suitable to accommodate a group of up to twenty (20) persons, including schoolchildren. The room shall be quiet and be separated from normal activities.
- 10.2 The Contractor shall ensure that Visitors, including disabled Visitors, shall have access to suitable toilet facilities.
- 10.3 The Contractor shall ensure the Visitor room has a heating system that is capable of maintaining such Visitor room at or above the minimum heated temperatures of nineteen (19) degrees Celsius when Visitors are in attendance.
- 10.4 The Contractor shall ensure the Visitor room has mechanical or natural ventilation as appropriate to avoid temperatures above twenty-five (25) degrees Celsius.

- 10.5 The Contractor shall ensure that potable water is available and that water supplies fed from storage tanks (not designed for potable water provision) shall be clearly labelled as “not drinking water” and shall not be located in areas where unsupervised Visitors have access.
- 10.6 The Contractor shall design the Facilities to allow Visitor access to enable viewing of the Facilities for information, education or promotional purposes.

11 ENVIRONMENTAL CONSIDERATION AND NUISANCE CONTROL

- 11.1 The Contractor shall, consistent with Good Industry Practice, minimise nuisance and environmental impact during the Works and shall design and construct the Facilities so as to minimise nuisance and environmental impact including but not limited to the impact of:
- 11.1.1 light;
 - 11.1.2 noise;
 - 11.1.3 vermin and other pests;
 - 11.1.4 litter;
 - 11.1.5 flies;
 - 11.1.6 dust;
 - 11.1.7 emissions;
 - 11.1.8 odour;
 - 11.1.9 traffic; and
 - 11.1.10 Contamination to Conduits.
- 11.2 The Contractor shall ensure that all construction vehicles leaving the Sites are adequately cleaned and sheeted to prevent the deposit of waste material and debris on any Adjoining Property or highway. If such material or debris is so deposited the Contractor shall employ such measures as shall be necessary to remove the material and debris and to clean and reinstate such Adjoining Property to the satisfaction of the owners or occupiers of the Adjoining Property and the relevant highway authority.

12 HEALTH AND SAFETY

12.1 The Contractor shall:

12.1.1 liaise with the Health and Safety Executive on all relevant matters;

12.1.2 co-ordinate its health and safety plans with the Councils' health and safety policies; and

12.1.3 take all necessary steps, and provide the Councils with such information as the Councils may reasonably require to satisfy themselves that all necessary steps are being taken, to identify and control risks to the health and safety of persons involved in the Works.

13 FIRE SAFETY

13.1 The Contractor shall carry out a detailed fire assessment of the Facilities and operations on the Sites taking into account all health and safety issues, protection of the Environment and the requirement for business continuity. This review shall include, but is not limited to, reviewing compliance with Good Industry Practice and recommendations from fire investigations on similar facilities.

13.2 The Contractor shall identify and incorporate in the Works a robust fire strategy from a detailed fire assessment to minimise both the cause of fire occurring and the subsequent impact of any fire (the "**Fire Strategy**").

13.3 The Contractor shall submit the Fire Strategy and related fire design elements to the Councils as Reviewable Design Data.

14 QUALITY MANAGEMENT SYSTEM

14.1 The Contractor shall implement a quality management system, being the Contractor's chosen set of co-ordinated activities designed to direct and control an organisation in order to continually improve the effectiveness and efficiency of its performance that is compliant with ISO9001 or its equivalent (the "**Quality Management System**"), throughout the Works Period.

14.2 The Contractor shall appoint a quality manager who shall in respect of the Works:

14.2.1 ensure the effective operation of and implementation of the Quality Management System;

- 14.2.2 audit the Quality Management System at regular intervals, no less than once every six (6) Months and report the findings, including all non-conformances of such audit to the Councils;
- 14.2.3 audit any sub-contractor's quality management systems no less than once every six (6) Months to ensure the Contractor's overall compliance with the Contract and report the findings, including all non-conformances of such audits to the sub-contractors and the Councils;
- 14.2.4 review the Quality Management System at intervals agreed with the Councils, no less than once every six (6) Months, to ensure their continued suitability and effectiveness and report the findings including all non-conformances of such review to the Councils; and
- 14.2.5 liaise with the Councils on all matters relating to quality assurance.

15 ENVIRONMENTAL MANAGEMENT SYSTEM

- 15.1 The Contractor shall implement an environmental management system (the "**Environmental Management System**") in compliance with ISO14001 or its equivalent at all times throughout the Works Period.
- 15.2 The Contractor shall appoint an environmental management manager who shall in respect of the Works:
 - 15.2.1 ensure the effective operation of and implementation of the Environmental Management System;
 - 15.2.2 audit the Environmental Management System at regular intervals no less than once every twelve (12) Months and report the findings including all non-conformances of such audit to the Councils;
 - 15.2.3 audit any sub-contractor's environmental management systems no less than once every twelve (12) Months to ensure the Contractor's overall compliance with the Contract and report the findings including all non-conformances of such audits to the sub-contractors and the Councils;
 - 15.2.4 review the Environmental Management System at intervals agreed with the Councils to ensure their continued suitability and effectiveness, no less than once every twelve (12) Months, to ensure their continued suitability and

effectiveness and report the findings including all non-conformances of such review to the Councils; and

15.2.5 liaise with the Councils on all matters relating to environmental management.

16 CONSTRUCTION PROGRAMME

16.1 The Contractor shall develop and maintain a detailed project plan for the Works (the "**Works Programme**") covering all elements of the Works and based on the Construction Programme included in the Works Delivery Plan.

16.2 The Contractor shall submit to the Councils the Works Programme and shall notify any subsequent significant amendment to the Critical Path within the Works Programme within five (5) Business Days of its amendment and adoption for the Works.

16.3 The Contractor shall carry out the Works in accordance with the Works Programme.

16.4 The Contractor shall monitor and report to the Councils on a monthly basis the progress of the Work against the latest revision of the Works Programme.

17 CONSTRUCTION PHASE REPORTING

17.1 The Contractor shall submit to the Councils within ten (10) Business Days following the end of each Month during the Works Period a monthly construction progress report covering the construction activities carried out in the preceding month (the "**Monthly Construction Progress Report**"). The Monthly Construction Progress Report shall include as a minimum a description of the following:

17.1.1 assessment of actual progress by comparison to the latest Works Programme including any issues that may impact on the deliverability of the Works Programme;

17.1.2 progress with obtaining Necessary Consents;

17.1.3 progress with discharging any requirements of the Necessary Consents;

17.1.4 report on any material risk to achieving the Planned Service Commencement Date;

17.1.5 health and safety issues;

17.1.6 environmental issues;

17.1.7 performance of the Quality Management System; and

17.1.8 where the Monthly Construction Progress Report covers the period in which an Acceptance Test Certificate is issued, the Monthly Construction Progress Report shall include a copy of the Acceptance Test Certificate.

18 AS-BUILT DRAWINGS

18.1 The Contractor shall maintain and make available to the Councils a register of all drawings and draft drawings during the Works Period. The Contractor will make any drawings listed in the register available to the Councils.

18.2 Not Used.

19 COMMUNICATION - PUBLIC RELATIONS

19.1 The Contractor shall in the period up to the Service Commencement Date conduct public relations in accordance with Schedule 36 (Communications Strategy) which:

19.1.1 identifies all stakeholders to be affected by the Works;

19.1.2 identifies likely concerns of the Councils, Relevant Authorities and members of the public and takes all appropriate steps to mitigate these concerns;

19.1.3 details the intended methods of communication, timings and evaluation feedback; and

19.1.4 records and makes the Councils aware of all complaints and comments (verbal or otherwise), letters or notices from any members of the public or Relevant Authority.

20 COMMISSIONING AND ACCEPTANCE TESTING REQUIREMENTS

20.1 The Contractor shall develop a plan detailing tests required to ensure that the buildings, plant and equipment perform at an acceptable level (the "**Acceptance Testing Plan**") based on (and no less onerous than) that included in the Works Delivery Plan.

20.2 The Contractor shall submit to the Councils as Reviewable Design Data the detailed Acceptance Testing Plan no less than six (6) Months prior to the anticipated date upon which the Contractor considers that the Facility is capable of treating Contract Waste.

The Acceptance Testing Plan shall include, but not be limited to, the Contractor's proposals for:

- 20.2.1 cold commissioning of the Facilities and any Equipment;
- 20.2.2 the process to pass the Acceptance Tests;
- 20.2.3 hot commissioning of the Facilities including the incremental acceptance, processing and treatment of Contract Waste; and
- 20.2.4 the Acceptance Tests.

The Contractor shall afford every opportunity for the Councils or their agents to witness all Acceptance Tests.

20.3 The Contractor shall carry out the commissioning in accordance with the Acceptance Testing Plan.

20.4 The Contractor shall prior to carrying out the Acceptance Tests on the ITSAD Facility carry out cold commissioning of the Works to demonstrate that the design, construction, installation and plant performance:

- 20.4.1 comply with health and safety Laws and guidance;
- 20.4.2 comply with manufacturers' requirements; and
- 20.4.3 are suitable for testing their integration within the Works.

20.5 The Contractor shall carry out all the Acceptance Tests on the ITSAD Facility to demonstrate that their design, construction, installation and plant performance:

- 20.5.1 comply with health and safety Laws and guidance;
- 20.5.2 comply with manufacturers' requirements;
- 20.5.3 are suitable for integration within the Works;
- 20.5.4 are fit for their intended purpose; and
- 20.5.5 are capable of meeting the requirements of Part 3 (Service Requirements) of this Schedule 1 (Output Specification).

21 COMMISSIONING PHASE REPORTING

21.1 The Contractor shall submit to the Councils within five (5) Business Days following the end of each Contract Month during which Acceptance Tests have been carried out a draft commissioning report (the "**Draft Commissioning Report**") which shall include as a minimum a description of the following:

21.1.1 an assessment of actual progress by comparison to the submitted Acceptance Testing Plan;

21.1.2 a summary of the Acceptance Tests to be undertaken in the following monthly period; and

21.1.3 a summary identifying any aspect of the Acceptance Tests that may result in a delay to the delivery of Facilities and the Contractor's proposal for minimising the impact of such delays.

The Councils will review the draft report and submit any queries or comments within five (5) Business Days of receiving the draft. The Contractor shall then submit a final commissioning report (the "**Commissioning Report**") within five (5) Business Days of receiving the Councils' comments. Where no queries or comments are submitted by the Councils the Commissioning Report is deemed to be complete and accurate.

21.2 The Contractor shall comply with relevant standards and Good Industry Practice for the Acceptance Tests.

21.3 The Contractor shall provide Facilities that are secure and prevent unauthorised access to the Facilities during the period in which Acceptance Tests are being carried out.

21.4 The Contractor shall carry out the Acceptance Tests in a manner that is consistent with the adopted Fire Strategy.

21.5 The Contractor shall implement a Quality Management System that is compliant with ISO9001 or equal during the period in which Acceptance Tests are being carried out.

21.6 The Contractor shall implement an Environmental Management System in compliance with ISO14001 or equivalent at all times throughout the period during which Acceptance Tests are being carried out.

21.7 The Contractor shall prepare a draft monthly commissioning data report (the "**Monthly Commissioning Data Report**") and submit it to the Councils within five (5) Business Days after the end of each Contract Month. The Councils shall verify the accuracy and completeness of the Monthly Commissioning Data Report and notify the Contractor of any errors and/or omissions. The Contractor shall submit a final monthly commissioning report (the "**Final Monthly Commissioning Data Report**") within five (5) Business Days of receiving the Councils' notification. The Contractor shall inspect, monitor, weigh and electronically record, in relation to each waste material, Residues, Rejects and Recovered Materials loads and Authorised Vehicles entering or exiting the Facilities, or moving between the Facilities, information required for the purpose of meeting its obligations under the Contract and in support of the Councils' statutory reporting requirements including but not limited to:

21.7.1 name of Facility, address and telephone number;

21.7.2 ticket number;

21.7.3 date;

21.7.4 customer;

21.7.5 customer account number;

21.7.6 description of waste/EWC Code;

21.7.7 gross and net weights;

21.7.8 Landfill Tax rate;

21.7.9 disposal contractor number;

21.7.10 registered Contract Waste/Non-Contract Waste carrier number;

21.7.11 source/destination of waste/Product/Residue/Rejects;

21.7.12 time of arrival/departure;

21.7.13 Authorised Vehicle registration number;

21.7.14 driver name and reference number; and

21.7.15 operator's signature and name.

Copies of these tickets should be issued to each Authorised Vehicle which transports Contract Waste, Residues, Rejects and Products to or from any of the Facilities and/or Sites and copies of such tickets shall be kept for a period of seven (7) Years.

PART 3 – SERVICE REQUIREMENTS

1 GENERAL REQUIREMENTS

1.1 The Contractor shall provide and maintain:

1.1.1 a Service Delivery Plan and Contingency Plan that show how the requirements of this Part 3 (Service Requirements) of Schedule 1 (Output Specification) will be delivered;

1.1.2 relevant quality assurance standards for the Service;

1.1.3 relevant Environmental Management System standards for the Service;

1.1.4 monitoring and reporting systems for the performance of the Service and;

1.1.5 access for the Councils to information and assistance necessary to monitor the Service.

2 RECYCLING OF CONTRACT WASTE

2.1 The Contractor shall achieve the Recycling and Composting Target for Contract Waste delivered from each of the Councils as set out in Table 3.2.1 below:

Table 3.2.1 – Recycling and Composting Performance

Council	Minimum Recycling of Contract Waste (by weight)	Recycling and Composting Target¹	Recycling and Composting Termination Trigger²
Barnsley	[REDACTED]	[REDACTED]	[REDACTED]
Doncaster	[REDACTED]	[REDACTED]	[REDACTED]
Rotherham	[REDACTED]	[REDACTED]	[REDACTED]

¹ To be calculated in the following way: (waste recycled from waste stream A + B + C + D + E + H + I) divided by (waste received from stream A + B) *100

² To be calculated (waste recycled from stream A + B) divided by (waste received from stream A + B) * 100

2.2 Not Used.

2.3 The Contractor shall measure its compliance with the Recycling and Composting Target and the MSW Diversion Target (together the "**Contract Targets**") over the Contract Year. The Contractor shall establish defined audit trails for reporting on the achievement of the Contract Targets.

3 CONTRACT WASTE LANDFILL DIVERSION

3.1 In each Contract Year the Contractor shall achieve the MSW Diversion Target for each of the Councils set out in Tables 3.3.1(a) below and the only remedies of the Councils in respect of any failure to achieve such MSW Diversion Target shall be the limitation on payments applied through the operation of Parts 10 (Landfill Tax Payment and Landfill Tax Sharing Payment) and 11 (Landfill Gatefee Payment) of Schedule 4 (Payment Mechanism) and termination under limb (s)(ii) of the definition of Contractor Default.

Table 3.3.1 MSW Landfill Diversion Target

Table 3.3.1(a) Total diversion

Contract Year	MSW Landfill Diversion Target		
	Treated (T) Indicative tonnages b	Diverted (T) Indicative (for actual diversion multiply actual tonnage by % in d) c	% d
2014/15			[REDACTED]
2015/16	[REDACTED]	[REDACTED]	[REDACTED]
2016/17	[REDACTED]	[REDACTED]	[REDACTED]
2017/18	[REDACTED]	[REDACTED]	[REDACTED]
2018/19	[REDACTED]	[REDACTED]	[REDACTED]
2019/20	[REDACTED]	[REDACTED]	[REDACTED]
2020/21	[REDACTED]	[REDACTED]	[REDACTED]
2021/22	[REDACTED]	[REDACTED]	[REDACTED]
2022/23	[REDACTED]	[REDACTED]	[REDACTED]
2023/24	[REDACTED]	[REDACTED]	[REDACTED]
2024/25	[REDACTED]	[REDACTED]	[REDACTED]
2025/26	[REDACTED]	[REDACTED]	[REDACTED]
2026/27	[REDACTED]	[REDACTED]	[REDACTED]
2027/28	[REDACTED]	[REDACTED]	[REDACTED]
2028/29	[REDACTED]	[REDACTED]	[REDACTED]
2029/30	[REDACTED]	[REDACTED]	[REDACTED]
2030/31	[REDACTED]	[REDACTED]	[REDACTED]
2031/32	[REDACTED]	[REDACTED]	[REDACTED]
2032/33	[REDACTED]	[REDACTED]	[REDACTED]
2033/34	[REDACTED]	[REDACTED]	[REDACTED]
2034/35	[REDACTED]	[REDACTED]	[REDACTED]
2035/36	[REDACTED]	[REDACTED]	[REDACTED]
2036/37	[REDACTED]	[REDACTED]	[REDACTED]
2037/38	[REDACTED]	[REDACTED]	[REDACTED]
2038/39	[REDACTED]	[REDACTED]	[REDACTED]
2039/40	[REDACTED]	[REDACTED]	[REDACTED]

Table 3.3.1(b) MSW Diversion Termination Trigger Value

	Full
MSW Diversion Termination Trigger *	[REDACTED]

* Calculated at the end of each Contract Year by comparing actual tonnes of Contract Waste Landfilled with the MSW Diversion Termination Trigger percentage using the following formula:

Allowable Landfilled Contract Waste = Actual tonnage of Contract Waste received x (1-MSW Diversion Termination Trigger Value)

For the avoidance of doubt Contractor Default will have occurred if the actual tonnage of Contract Waste Landfilled in the relevant Contract Year exceeds the allowable Landfilled Contract Waste value as described above.

3.2 Not Used.

3.3 It is the responsibility of the Contractor to assess the amount of future arisings of Contract Waste requiring management, processing, treatment and disposal under the Contract and to provide a system with sufficient capacity and flexibility to manage the Contract Waste and achieve the Contract Targets throughout the Contract Period.

3.4 The Contractor shall be responsible for making all assessments of possible future trends in waste composition and shall make allowances for these factors in the design of the ITSAD Facility. The Contractor shall make all data it has gathered on the waste composition available to the Councils.

3.5 The Contractor shall employ an independent body to carry out two (2) analyses of the volumes and types of materials contained in the residual Contract Waste streams per Contract Year (the "**Waste Composition Audits**") on Contract Waste entering each of the Facilities, the scope of which is to be agreed by the Councils and the Contractor. The Waste Composition Audits are to be undertaken within one (1) Month of the date agreed within the Annual Service Report. Each Waste Composition Audit must quantify materials present in each stream of Contract Waste to assess Contamination and to demonstrate the efficacy of minimisation and Recycling efforts by citizens including but not limited to quantifying disposable nappies present in Contract Waste. Additional Waste Composition Audits could be carried out at the Councils' cost.

- 3.6 The Contractor shall submit a report (the "**Waste Composition Report**") showing the Waste Composition Audit methodology and results to the Councils no later than six (6) weeks after the completion of the relevant Waste Composition Audit.
- 3.7 The Councils may review the frequency and scope of the Waste Composition Audits under the Councils' Waste Minimisation Plans.
- 3.8 If requested by the Councils' Representative, the Contractor shall at the Councils' cost arrange for an independent body to be employed to carry out an analysis of the Contract Waste identifying the waste by such categories as the Councils shall require.

4 MOBILISATION AND CONTINGENCY

- 4.1 The Contractor shall provide a seamless transition between the existing service and the provision of the Service. The Contractor shall manage business continuity arrangements throughout the Contract Period and shall manage the hand back of the Service on the earlier of the Expiry Date and the Termination Date.
- 4.2 The Contractor shall produce and review a programme for transition between the existing service and the provision of the Service from the Commencement Date until the Service Commencement Date (the "**Mobilisation Plan**") that details the transition between the existing service and the provision of the Service over the period from the Effective Date until the Service Commencement Date including all physical and administrative activities required to be completed prior to the Service Commencement Date. The Mobilisation Plan shall include an interim Contingency Plan to be effective throughout the Commissioning Period which shall specify:-
- 4.2.1 location(s) of the interim Contingency Delivery Point(s), including address, six (6) figure grid reference, Necessary Consents, the name and contact details of the operator of the interim Contingency Delivery Point and evidence that the interim Contingency Delivery Point has appropriate Necessary Consents for the receipt of Contract Waste;
- 4.2.2 arrangements for the redirection of Contract Waste to the interim Contingency Delivery Point(s); and
- 4.2.3 should the Planned Service Commencement Date be passed without Service Commencement the Contractor will be required to implement an Interim Service until the earlier of the Long Stop Date or the Service Commencement Date.

- 4.3 The Contractor shall implement and comply with the Mobilisation Plan.
- 4.4 The Contractor shall develop and agree (the Councils will not unreasonably withhold or delay agreement) with the Councils a contingency plan (the "**Contingency Plan**"), no later than three (3) Months before the opening of the Facilities, that identifies how the Service will be provided in the event that the Councils are required to deliver Contract Waste to a Contingency Delivery Point when a Facility is Unavailable.
- 4.5 The Contingency Plan shall specify the:
- 4.5.1 location(s) of the Contingency Delivery Point(s), including address, six (6) figure grid reference, Necessary Consents, the name and contact details of the operator of the Contingency Delivery Point and evidence that the Contingency Delivery Point has appropriate Necessary Consents for the receipt of Contract Waste;
 - 4.5.2 arrangements for the redirection of Contract Waste to the Contingency Delivery Point(s);
 - 4.5.3 details of any material impact on the Service as a result of using the Contingency Delivery Point(s);
 - 4.5.4 business continuity arrangements relating to the services provided by any Sub-Contractors (or their sub-contractors) that may facilitate the delivery of the Service;
 - 4.5.5 alternative monitoring arrangements to allow the continuation of the required reporting functions and for implementation when the Contingency Delivery Point(s) are in use;
 - 4.5.6 details of arrangements for the treatment of Residues Rejects and Products; and
 - 4.5.7 business continuity arrangements that take account of the requirement to give four (4) Days' provision of waste storage and vehicle capacity within the Service network.
- 4.6 The Contractor shall give the Councils not less than two (2) Business Days notice before implementing the Contingency Plan. Emergency implementation of any part of

the Contingency Plan where two (2) Days notice cannot be given will be carried out in accordance with the emergency provisions of the Contingency Plan.

4.7 The Contractor shall implement and comply with the requirements of the Contingency Plan and update the Contingency Plan no less than once every Contract Year or as required due to a change in the proposed contingency arrangements. Any proposed changes to the Contingency Plan shall be submitted to the Councils in accordance with the Review Procedure.

4.8 The Contractor shall ensure that the standards for operational services at any Contingency Delivery Point(s) that does not form part of the Contractor's resources meet all Laws.

5 ASSISTANCE WITH THE COUNCILS' WASTE MINIMISATION INITIATIVES

5.1 The Contractor shall assist the Councils with the implementation and operation of the services that maintain and improve upon the current waste minimisation and Recycling initiatives in accordance with the Waste Minimisation Plans.

5.2 The Contractor shall assist the Councils with the development and implementation of the Waste Minimisation Plans which shall be subject to annual review by the Councils.

5.3 The Contractor shall staff and manage promotional tours of the Facilities to allow citizens, and other interested parties, to understand how their Recycling efforts contribute to and improve the Environment. Such staff must be trained and experienced in dealing with the public as well as handling waste.

5.4 The Contractor shall provide information boards which comply with Schedule 36 (Communications Strategy) (which includes the Communication Protocol), or their equivalent at the Facilities which advertise, at minimum, the achievements in Recycling and Recovery at such Facilities. The information must be updated monthly following agreement of the Performance Monitoring Report.

6 WASTE RECEPTION, TRANSFER, TREATMENT AND FINAL DISPOSAL

6.1 The Contractor must ensure that Non-Conforming Waste is isolated and stored separately as per the Waste Acceptance Protocol within one (1) hour of identifying the Non-Conforming Waste.

- 6.2 The Contractor must have regard to the Councils' current and planned collection arrangements, delivery systems, quantities and types of Contract Waste and any transfer arrangements where Contract Waste is not delivered directly by the Councils.
- 6.3 The Contractor shall ensure that the Facilities or Contingency Delivery Points are open to accept and manage Contract Waste and that vehicles can deliver waste at the Facilities (or the Contingency Delivery Points as the case may be), at the following times (the "**Normal Opening Hours**"):

TLS Facility - Barnsley Transfer Station

Monday	7:30 am to 5 pm
Tuesday	7:30 am to 5 pm
Wednesday	7:30 am to 5 pm
Thursday	7:30 am to 5 pm
Friday	7:30 am to 5 pm
Saturday	7:30 am to 3.30 pm
Sunday	7:30 am to 2.30 pm

ITSAD Facility - Bolton Road, Rotherham

Monday	6 am to 7 pm
Tuesday	6 am to 7 pm
Wednesday	6 am to 7 pm
Thursday	6 am to 7 pm
Friday	6 am to 7 pm
Saturday	6 am to 4 pm
Sunday	6 am to 4 pm

- 6.4 Each Facility or Contingency Delivery Point shall be open to accept and manage Contract Waste every day of the year apart from Christmas Day, Boxing Day and New Year's Day.
- 6.5 Not Used.
- 6.6 The Contractor shall accept Contract Waste outside the Normal Opening Hours at the ITSAD Facility where requested by the Councils provided that such requests are consistent with all Necessary Consents or that approval has been requested from and given by the Relevant Authority. The Councils shall give no less than two (2) hours notice of the requirement for the delivery of Contract Waste at the ITSAD Facility outside the Normal Opening Hours.

- 6.7 The Contractor shall implement the Non-Authorised Vehicle Acceptance Procedure for each occurrence where Contract Waste is delivered to a Facility in a vehicle not previously notified in advance to the Contractor as an Authorised Vehicle or without the correct written or electronic authorisation in accordance with the Waste Acceptance Protocol.
- 6.8 The Contractor shall take full account in the Service Delivery Plan of the variable waste collection delivery patterns that will arise daily and periodically after public holidays and bank holidays. The Contractor shall take all steps to determine the likely extent of these abnormal waste delivery patterns and make due allowances for them whilst achieving the Performance Standards.
- 6.9 The Contractor shall provide access for the Councils' Representative during the Normal Opening Hours and any other hours as agreed between the Parties to the Facilities and to any other site or facility receiving, storing, processing, transferring or treating Contract Waste. The Councils' Representative must adhere to the Site Rules and Conditions, inductions and any other health and safety related instructions at all times when visiting the Facilities.
- 6.10 The Contractor shall ensure that all waste reception and handling areas shall provide and operate adequate traffic control and safety barrier systems, lighting, drainage, effluent treatment, ventilation and dust suppression equipment as minimum requirements.
- 6.11 The Contractor shall ensure that Contract Waste brought to a Facility in Authorised Vehicles is deposited without undue delay and that Authorised Vehicles are able to leave the Facility without undue delay. The Turnaround Time for Refuse Collection Vehicles shall be a maximum of fifteen (15) minutes. The Turnaround Time for vehicles not being Refuse Collection Vehicles shall be a maximum of twenty-five (25) minutes.
- 6.12 At the ITSAD Facility the Contractor shall provide no less than three (3) simultaneous vehicle discharge points at least adequate to prevent undue delays to waste collection and transfer vehicles and to take account of the peak time delivery patterns. The TLS Facility will have a single discharge area, not multiple identifiable discharge points.
- 6.13 In agreement with the Councils the Contractor shall:-

- 6.13.1 provide final disposal for all Residues and Rejects that cannot otherwise be Recycled, Composted or Recovered;
- 6.13.2 not used;
- 6.13.3 supply full details of the Landfill site(s) to be used and copies of all Necessary Consents; and
- 6.13.4 update the Service Delivery Plan with any proposed changes or substitution of Landfill sites.

7 TRANSFER, HAULAGE AND SIGNAGE

- 7.1 The Contractor shall prepare a traffic management plan (the "**Traffic Management Plan**") for approval by the Councils (such approval not being unreasonably withheld or delayed) to describe all activities involving the Contractor's vehicle fleet, plant and associated traffic management arrangements (including but not limited to signage) to and from the Facilities.
- 7.2 The Contractor shall review and revise the Traffic Management Plan to reflect material changes in local circumstances and shall update the Traffic Management Plan quarterly throughout the Contract Period. The Contractor shall notify the Councils of any changes in the Traffic Movements Plan giving reasonable time for the Councils to make any responses and suggestions and the Contractor shall adopt any responses and suggestions made by the Councils subject to the Review Procedure.
- 7.3 The Contractor shall implement and comply with the Traffic Movements Plan provided that for the avoidance of doubt Performance Standard 7.3 of Schedule 5 (Performance and Monitoring) shall apply solely to vehicles within the Contractor's control.
- 7.4 The Facilities and designated areas at each Site shall have sufficient clear, visible and legible signage to safely direct all Visitors around the site (including signage for containers, storage areas and welfare facilities) and such signage shall be kept up to date and be reasonably free from damage.
- 7.5 The Contractor shall prepare a contingency plan (the "**Traffic Management Contingency Plan**") to support the Traffic Management Plan.

8 ROAD VEHICLES AND CONTAINERS

- 8.1 The Contractor shall ensure that no waste-carrying vehicle shall deposit waste at any Facility unless it is carrying the appropriate documentation required to comply with section 34 of the EPA.
- 8.2 The Contractor shall ensure that all Contract Waste, Products, Rejects or Residues are transported using vehicles in enclosed containers or on netted/sheeted vehicles.
- 8.3 The Contractor shall provide such assistance as is reasonably required to assist in the unloading of Contract Waste commensurate with the design and operation of the Facilities and as specified within the Service Delivery Plan.
- 8.4 The Contractor shall ensure that provision is made for the treatment of vehicles and/or waste arriving at a Facility where smouldering loads present a risk of fire.
- 8.5 The Contractor shall provide unsheeting facilities for sheeted vehicles delivering Contract Waste to a Facility.
- 8.6 The Contractor shall ensure that all necessary measures are taken to prevent the escape of litter from any vehicle transferring waste from any Facility including ensuring that all open top vehicles and containers are fully emptied and securely netted/sheeted before leaving the loading area at a Facility and that the net/sheet is undamaged and fits securely.
- 8.7 The Contractor shall ensure, at its own expense, that all Authorised Vehicles and associated containers that are operated by the Contractor have appropriate corporate livery, Project logo and markings or such other markings as agreed in accordance with the Communication Protocol in a clear and visible condition provided that the Contractor shall only be required to provide such livery, Project logo and markings once during the lifetime of the Authorised Vehicles and associated containers and should the Councils require more than one (1) change during the lifetime of the Authorised Vehicles or associated containers then such changes shall be at the expense of the Councils. Short term hire vehicles are excluded from this requirement.
- 8.8 The Contractor shall maintain all vehicles, plant, containers and trailers used by the Contractor for the performance of the Service in an efficient, clean and serviceable condition in accordance with Service Delivery Plan.

8.9 The Contractor shall ensure that all drivers and other operatives either employed or sub-contracted by the Contractor will be suitably trained and qualified for their tasks and must comply with Site Rules and Conditions.

8.10 The Contractor shall ensure that all non-Councils vehicles under the Contractor's control entering and leaving the Facilities adhere to the approved routes unless road or traffic conditions render the approved routes unavailable.

9 **NON-CONTRACT WASTE AND THIRD PARTY WASTE**

9.1 The Contractor shall be entitled to process Non-Contract Waste and Third Party Waste at the Facilities to quantities that take up any spare capacity over and above that taken by Contract Waste provided that:

9.1.1 acceptable Contract Waste and Non-Contract Waste (having passed the Waste Acceptance Protocol) should not be diverted from the Facilities or Contingency Delivery Points whilst Third Party Waste is still being accepted;

9.1.2 the Contractor shall not knowingly enter into any agreement for the delivery of Third Party Waste which may damage the reputation of the Councils;

9.1.3 Contract Waste shall be accepted and treated in priority to Non-Contract Waste and Third Party Waste which shall be deemed to be complied with as long as Contract Waste vehicles do not need to queue behind Non-Contract Waste vehicles and Third Party vehicles which have not yet started the final approach to the weighbridge; and

9.1.4 the requirements of the Waste Acceptance Protocol are adhered to.

9.2 The Contractor shall prepare and review an annual Non-Contract Waste Plan (the "NCWP") specifying the forecast spare capacity at each Facility and potential tonnage of Non-Contract Waste and Third Party Waste that the Contractor will be able to accept. The NCWP will also detail the financial benefits to the Councils.

9.3 The Contractor shall implement and comply with the NCWP.

10 **SECURITY**

10.1 The Contractor shall be directly responsible for the security of the Facilities including any property belonging to the Councils and the Contractor. The Contractor shall ensure that the Facilities are properly secure in accordance with the Service Delivery Plan.

10.2 The Contractor shall operate and maintain a colour CCTV camera recording system that covers each Facility (and the weighbridge operation in particular) in accordance with Service Delivery Plan. All CCTV recordings shall be kept and stored for a minimum of twenty-nine (29) Days from the date of recording and shall be made available to the Councils or the police within one (1) hour upon request in an appropriate format.

11 MARKETING OF RECOVERED MATERIALS AND PRODUCTS

11.1 The Contractor shall be responsible for the management, sale or disposal of all Recovered Materials, Products, Rejects and Residues arising from the treatment of Contract Waste in the Facilities. Where appropriate this includes the sale of energy.

11.2 The Contractor shall actively market and seek to secure the most economically advantageous sale of the Recovered Materials, Products, Rejects and Residues and deliver the Recovered Materials, Products, Rejects and Residues to end users whilst meeting all relevant Laws. The Contingency Plan will provide for emergency redirection of Recovered Materials in the event that an approved end user is unable to receive Recovered Materials at short notice.

11.3 The Contractor shall market, handle and utilise Recovered Materials, Products and Residues derived from the Service to optimise environmental, economic and social benefits

11.4 The Contractor shall prepare and annually review a marketing plan (the "**Marketing Plan**") which sets out the Contractor's policies and strategies with regard to the marketing and sale of Recovered Materials, Products, Rejects and Residues.

11.5 The Contractor shall implement and comply with the Marketing Plan.

11.6 The Contractor shall make arrangements for the transfer of Recovered Materials, Products, Rejects and Residues between the Facilities and/or to end processors and/or end users. The Councils will receive an agreed share of the income from all such sales, including the sale of energy, to the extent provided for in the Payment Mechanism.

11.7 The Contractor shall seek to optimise the quality of Recovered Materials, Products, Rejects and Residues and shall ensure as a minimum that they meet the standards required by markets for Recovered Materials, Products, Rejects and Residues.

- 11.8 The Contractor shall ensure that the Recovered Materials, Products, Rejects and Residues are produced and handled in accordance with all Laws and the Necessary Consents.
- 11.9 Wherever possible the Contractor shall where practicable and economically advantageous secure local markets for the sale of Recovered Materials, Products, Rejects and Residues or in accordance with the SRF Offtake Contract in respect of SRF.
- 11.10 The Recovered Materials, Products, Rejects and Residues shall not be deemed to have been sold or delivered to an end user until such time as they are accepted by a third party processor or an end market.

12 ASSISTANCE WITH THE COUNCILS COMMUNITY LIAISON ACTIVITIES AND VISITOR ARRANGEMENTS

- 12.1 The Contractor shall as requested:
- 12.1.1 assist the Councils to develop, implement and operate a Service that ensures effective community liaison including consultation, customer feedback and procedures for handling reports and complaints; and
 - 12.1.2 assist the Councils to develop, maintain and implement the Councils' community liaison plans
 - 12.1.3 provided that the Contractor's liabilities for assisting the Councils will be limited to the cost of the CELO and their annual budget.
- 12.2 The Contractor shall ensure that the temperature of the Visitor room is maintained between nineteen (19) and twenty-five (25) degrees Celsius when in use.
- 12.3 Visitors shall, as a minimum, have access to potable water.
- 12.4 The Contractor shall provide toilets and washing facilities for any Visitor which:
- 12.4.1 shall be clean, free from staining and mould growth with all consumables provided including soap, hand drying facilities and toilet paper;
 - 12.4.2 shall have lighting, heating and adequate ventilation; and

12.4.3 shall be maintained to ensure that all cubicles, tiles and toilet furniture are free from damage or deterioration, subject to reasonable wear and tear and on which all fittings locks and handles are fully functional.

12.5 The Contractor shall (allowing for reasonable wear and tear) ensure that all floors, windows, ceilings and walls of the Visitor facilities are kept clean at times as required for visits and free from damage or deterioration.

12.6 The Contractor shall arrange for staff to be available to address Visitors, conduct tours, explain the Facilities and allow them to understand how their Recycling efforts contribute to an improved Environment. Staff shall be trained and experienced in dealing with the public as well as in handling waste. Visits will be pre-arranged and are expected not to exceed an average of one (1) per week.

13 COMMUNICATIONS

13.1 The Contractor and its employees or agents shall not communicate with representatives of the press, television, radio or other communications media on any matter concerning the Contract unless in accordance with Schedule 36 (Communications Strategy).

13.2 The Contractor shall, on the prior request of the Councils, communicate with representatives of the press, television, radio or other communications media on specified matters concerning the Contract.

13.3 The Contractor shall, on the reasonable prior request of the Councils, provide sufficient information for the Councils to communicate with representatives of the press, television, radio or other communications media on specified matters concerning the Contract.

14 COMPLAINTS PROCEDURE

14.1 The Contractor shall:

14.1.1 develop and implement a complaints procedure approved by the Councils (the "**Complaints Procedure**") for receiving and managing questions and complaints from the public;

14.1.2 manage questions and complaints received by the Councils or other Relevant Authorities;

14.1.3 work with the Councils to provide an IT system compatible with that of the Councils' system(s) for dealing with all public queries, complaints and comments; and

14.1.4 the Complaints Procedure will detail response times for incidents of agreed levels of severity which will inform the application of Schedule 5 (Performance and Monitoring).

14.2 The Contractor shall comply with the Complaints Procedure.

14.3 The Contractor shall provide the Councils with a summary of all complaints and actions taken as part of the Monthly Service Report.

15 CONTRACT MANAGEMENT INFORMATION

15.1 The Contractor shall monitor its performance under the Contract in accordance with this Schedule 1 (Output Specification) and Schedule 5 (Performance and Monitoring).

15.2 The Contractor shall provide the Management Information System no later than one (1) Month prior to the Planned Service Commencement Date. The Contractor shall review and maintain the Management Information System throughout the Contract Period in accordance with the Service Delivery Plan.

15.3 The Contractor shall ensure that all IT arrangements are capable of integration with systems used by the Councils to enable the transfer of information in relation to the Contract and shall be capable of interrogation by the Councils as described within the Service Delivery Plan.

15.4 The Contractor shall utilise a computerised data handling system which shall be electronically linked to the weighbridge and shall generate the weights of the Contract Waste and any Non-Contract Waste delivered without the need for manual input.

15.5 The Contractor shall ensure that the 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 Contract Targets, to assist the Councils in the management of the collection services and to ensure that the Councils can comply with their waste data reporting obligations, including but not limited to those required by the Audit Commission and CIPFA.

- 15.6 The Contractor shall inspect, monitor, weigh and electronically record, in relation to each waste material, Residues, Rejects and Secondary Materials loads and vehicles entering or exiting the Facilities (or moving between the Facilities) information required for the purpose of meeting its obligations under the Contract and in support of the Councils' statutory reporting requirements including but not limited to:
- 15.6.1 name of Facility, address and telephone number;
 - 15.6.2 ticket number;
 - 15.6.3 date;
 - 15.6.4 customer;
 - 15.6.5 customer account number;
 - 15.6.6 description of waste/EWC Code;
 - 15.6.7 gross and net weights;
 - 15.6.8 Landfill Tax rate;
 - 15.6.9 disposal contractor number;
 - 15.6.10 registered Contract Waste/Non-Contract Waste carrier number;
 - 15.6.11 source/destination of waste/Product/Residue/Reject;
 - 15.6.12 time of arrival/departure;
 - 15.6.13 vehicle registration number;
 - 15.6.14 driver name and reference number;
 - 15.6.15 operator's signature and name; and
 - 15.6.16 copies of these tickets should be issued to each vehicle which transports waste, Products, Rejects and Residues to or from any of the Facilities and/or Sites and copies of such tickets shall be kept for a period of seven (7) Years.
- 15.7 In the event of a breakdown of a weighbridge installation the Contractor shall immediately operate a valid and manual recording system that can also be audited until the weighbridge is again in normal operation and all manual information should be

input onto the electronic system with no omissions within seven (7) Days of the system being restored. In operating the weighbridge installations the Contractor shall have regard to the obligations of the Waste Management - The Duty of Care Code of Practice as amended from time to time issued under section 34 of the EPA (as amended). All weighbridges shall be calibrated in accordance with the requirements of the relevant trading standards team.

15.8 The Contractor shall prepare a draft monthly service report (the "**Draft Monthly Service Report**") and submit it to the Councils within five (5) Business Days after the end of each Contract Month. The Councils will review the Draft Monthly Service Report and submit any queries or comments within five (5) Business Days of receiving such draft. The Contractor shall then submit a final monthly service report (the "**Monthly Service Report**") within five (5) Business Days of receiving the Council's comments. Where no queries or comments are submitted by the Councils the Monthly Service Report is deemed to be complete and accurate. The Monthly Service Report shall set out all information required by the Councils to verify the performance of the Contractor and the Monthly Unitary Charge in respect of the Contract Month just ended. The Monthly Service Report shall include (but is not limited to):

15.8.1 the status of any actions from the previous Monthly Service Report;

15.8.2 details of all Contract Waste and Non-Contract Waste accepted by the Contractor including (but not limited to):

- (a) total tonnage of Contract Waste and Non-Contract Waste;
- (b) number of separate deliveries;
- (c) an estimate of the quantity of Contract Waste and Non-Contract Waste stored on the Facilities at the beginning and end of the relevant Contract Month;
- (d) quantity of Contract Waste and Non-Contract Waste treated;
- (e) sources and type of Contract Waste and Non-Contract Waste and;
- (f) number of vehicles and tonnage or estimated tonnage of Contract Waste rejected prior to discharge;

- (g) details of all Contract Waste, Non-Contract Waste and Residues removed from the Facilities including but not limited to:
 - (i) total tonnage (broken down by type e.g. Contract Waste, Non-Contract Waste, ash, compost etc.) of waste to Landfill;
 - (ii) total tonnage (broken down by type e.g. Contract Waste, Non-Contract Waste) of Recycling, Composting and Recovery (calculated using agreed formulae developed in conjunction with the Councils);
 - (iii) verification of mass balance where input and output do not correlate;
 - (iv) number of outgoing loads; and
 - (v) destination;
- (h) data and information required for the purpose of determining the Monthly Unitary Charge in accordance with the Payment Mechanism and including the relevant Monthly Service Report and invoicing requirements;
- (i) details of any breaches of Legislation or Necessary Consents including mitigating actions implemented and how compliance regained;
- (j) a statement of the status of all Necessary Consents and any applications for new or amended Necessary Consents;
- (k) a resume of the reasons for any delay in the provision of the Service together with details of the actions and timetable to be taken to mitigate delays;
- (l) a summary statement of any Changes requested by the Councils or by the Contractor;
- (m) details of any outstanding information required by the Councils and/or Contractor in connection with the Contract;

- (n) details of each instance of the events or circumstances resulting in Deductions for Non-Acceptance or Mileage Deductions or Performance Deductions;
- (o) details of any complaints received from the public and/or the Councils and actions taken;
- (p) details of any correspondence or communication with any Relevant Authority;
- (q) details of any health, safety or welfare related issues including any RIDDOR reportable incidents;
- (r) details of any fires and the reasons for the occurrence along with the Contractor's proposals to prevent future re-occurrence;
- (s) any relevant training initiatives undertaken or planned;
- (t) details of any deliveries of Contract Waste that have been rejected;
- (u) any other matter reasonably required by the Councils in relation to the Project;
- (v) report compliance and any proposed improvements with the Quality Management System and the Environmental Management System; and
- (w) a schedule of Planned Maintenance for the following Month.

15.9 The Contractor shall submit to the Councils, within twenty (20) Business Days of the end of each Contract Year, a draft Annual Service Report (the “**Draft Annual Service Report**”) including but not limited to:

- 15.9.1 an annual summary of any breaches of Legislation or Necessary Consents, including mitigating actions implemented and how compliance was regained;
- 15.9.2 an annual summary of delays in the provision of the Service together with details of the actions taken to mitigate delays;
- 15.9.3 a summary statement of any Changes requested by the Councils or by the Contractor;

- 15.9.4 an annual summary of Deductions for Non-Acceptance or Mileage Deductions or Performance Deductions;
 - 15.9.5 an annual summary of the total complaints received;
 - 15.9.6 summary of any correspondence or communication with any Relevant Authority;
 - 15.9.7 summary of any health, safety or welfare related issues including any RIDDOR reportable incidents;
 - 15.9.8 summary of any fires and the reasons for the occurrence along with the Contractor's proposals to prevent future reoccurrence;
 - 15.9.9 summary of any relevant training initiatives undertaken or planned;
 - 15.9.10 summary of any deliveries of Contract Waste that have been rejected;
 - 15.9.11 any other matter reasonably required by the Councils in relation to the Project;
 - 15.9.12 report compliance with the Quality Management System and the Environmental Management System;
 - 15.9.13 a summary table of all tonnage and types of Contract Waste and Non-Contract Waste accepted by the Contractor; and
 - 15.9.14 details of all the outputs from the Facilities.
- 15.10 The Councils will review the Draft Annual Service Report and submit any queries or comments within ten (10) Business Days of receiving such Draft Annual Service Report. The Contractor shall then submit a final annual service report (the “**Annual Service Report**”) within ten (10) Business Days of receiving the Council’s comments such date being the “**Annual Service Report Date**”. Where no queries or comments are submitted by the Councils the Annual Service Report is deemed to be complete and accurate.
- 15.11 The Contractor shall ensure that the Annual Service Report includes all relevant information required to support the Councils' strategic objectives.
- 15.12 The Contractor shall upon a written request from the Councils, and within five (5) Business Days of such request, provide (insofar as it is reasonably able to) such written

evidence or other supporting information as the Councils may reasonably require for verifying and auditing the information and other material contained in either the Monthly Service Report or the Annual Service Report. The Councils may make comments on and/or make objections to the written evidence, supporting information, Monthly Service Report or Annual Service Report and in such cases shall provide the Contractor with written comments and/or objections within five (5) Business Days of receipt of the evidence, information or Monthly Service Report or Annual Service Report as the case may be.

15.13 The Contractor shall, within five (5) Business Days of receipt of a request from the Councils, make reasonable endeavours to provide information to support the Councils' internal and external public relations activities. However, if the request is considered by the Councils to be urgent or media related then the Contractor shall make reasonable endeavours to respond within two (2) hours from receipt of the said request either with the information or with a plan as to the time required to gather the information.

15.14 The Contractor shall ensure that all systems comprising the Management Information System shall:

15.14.1 be capable of interfacing electronically with those of the Councils and shall follow principles of transparency (noting that the Management Information System will be provided and upgraded in accordance with the Service Delivery Plan and any change by the Councils to their system(s) after the Service Commencement Date will be a Councils Change);

15.14.2 be fully auditable through self-auditing and by external auditors to provide a defined and transparent audit trail of assessing performance;

15.14.3 be designed to include elements for capturing data from the Service including completion of the Works and monitoring its performance against this Output Specification, the Performance Standards, Payment Mechanism and Schedule 5 (Performance and Monitoring); and

15.14.4 preserve all records for seven (7) Years after the end of the Councils' financial year in which such transactions were made.

15.15 The Management Information System shall record the information required to produce all the reports required under this Output Specification including but not limited to:

15.15.1 all waste delivery and disposal records;

- 15.15.2 plant performance;
- 15.15.3 performance monitoring data;
- 15.15.4 details of all Performance Standard Failures; and
- 15.15.5 details of any RIDDOR reportable injuries

15.16 Where the Contractor or any of its Staff become 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 Service it shall notify the Councils as soon as is reasonably practical after it becomes aware. Such notification shall include all information available at the time. A full report shall be provided to the Councils by the Contractor within five (5) Business Days of completion of the investigation by the appropriate body.

16 24 HOUR CONTACT AND EMERGENCY CALL OUT PROCEDURE

- 16.1 The Contractor shall ensure that a senior member of Staff is available to provide a direct contact point for the Councils twenty-four (24) hours a day throughout the Service Period. For the avoidance of doubt the direct contact point can be provided by a team of senior members of Staff.
- 16.2 The Contractor shall nominate one (1) or more member of Staff who may be contacted outside the Normal Opening Hours throughout the Contract Period and in the event of an Emergency or extraordinary event including but not limited to traffic, accident or spillage the Contractor shall endeavour that sufficient members of its Staff are present at the relevant Facility if required and in a timely manner after being notified by the Councils.
- 16.3 The Contractor shall produce, implement, update, test (as a minimum one (1) time per year) and comply with an Emergency call out procedure in accordance with the requirements of the Relevant Authority and shall submit any findings following the test to the Councils as part of the Annual Service Report.
- 16.4 The Contractor shall operate and maintain a suitable communication system for its operatives and managers that must be capable of being used by both the Contractor's Staff and the Councils in the event of an Emergency.

17 PLANNED MAINTENANCE

- 17.1 The Contractor shall undertake Planned Maintenance which includes all maintenance of the Facilities to comply with the manufacturer's requirements, Operating Manuals, Service Delivery Plan and agreed life cycle plan.
- 17.2 The Contractor shall ensure that its maintenance and operating procedures are compliant with the requirements of Part 2 (Construction Works Requirements) and Part 3 (Service Requirements) of this Schedule 1 (Output Specification) and in any event are sufficient to ensure that:
- 17.2.1 the Facilities are available to meet the requirements of the Contract and this Output Specification;
 - 17.2.2 the Facilities can maintain the design intention to achieve their full working life; and
 - 17.2.3 the Facilities and the Assets are handed back to the Councils at the end of the Contract Period in a condition complying with the requirements of Part 3 (Service Requirements) and Part 5 (Handback Requirements) of this Schedule 1 (Output Specification).
- 17.3 The Contractor shall minimise any nuisance and environmental impact during the maintenance activities.

18 IMPACT ON THE LOCAL ENVIRONMENT

- 18.1 The Contractor shall develop, maintain and update monthly an environmental impact control plan (the "**Environmental Impact Control Plan**") in accordance with the Service Delivery Plan.
- 18.2 The Environmental Impact Control Plan shall include all procedures and actions required by the Contractor to:
- 18.2.1 minimise the environmental impacts of transporting, receiving, treating and disposing of Contract Waste and Third Party Waste including but not limited to the impacts from:
 - (a) light;
 - (b) noise;

- (c) vermin and other pests;
- (d) litter;
- (e) flies;
- (f) dust;
- (g) emissions;
- (h) odour; and
- (i) traffic;

18.2.2 to meet the environmental conditions contained or referred to within the Necessary Consents;

18.2.3 to meet the requirements of all Legislation; and

18.2.4 where, practical, minimise amenity impacts on the local population

with respect to the Facilities and all Contractor operations and activities external to the Facilities.

18.3 The Contractor shall comply with the latest version of the Environmental Impact Control Plan.

18.4 The Contractor shall implement at its own cost the amendments to the Environmental Impact Control Plan including for the avoidance of doubt all changes required to the Facilities and Services.

19 PERSONNEL AND TRAINING

19.1 The Contractor shall employ sufficient Staff, including all relevant levels of qualified supervisory Staff, to ensure that the Service is provided at all times and in all respects. The Contractor shall ensure that a sufficient reserve of Staff is available to meet all obligations during holidays and absences.

19.2 The Contractor's Representative, in particular, shall be an individual of considerable expertise in practical Waste Management and knowledgeable in all technologies employed. All other members of the management and supervisory team shall possess the formal and practical qualifications appropriate to their tasks.

- 19.3 The Contractor shall ensure that each Facility has an appropriately qualified nominated Site Manager.
- 19.4 The Contractor shall provide the Councils, within seven (7) Days of any request by the Councils, with any information requested in relation to the Staff including but not limited to:
- 19.4.1 the terms and conditions of employment;
 - 19.4.2 the training records;
 - 19.4.3 the records of any unspent convictions;
 - 19.4.4 the skills and competencies of the Staff; and
 - 19.4.5 the number of Staff employed.
- 19.5 The Contractor shall develop, implement and annually maintain personnel procedures and policies covering all relevant matters including but not limited to discipline, grievance, equal opportunities and health and safety. The Contractor shall ensure that these procedures and policies comply with all relevant Laws and Good Industry Practice and shall issue them to the Councils within one (1) Month of completion of such procedures and policies or amendment (as the case may be).
- 19.6 The Contractor shall notify all current and prospective Staff and sub-contractors that they must disclose any relevant convictions and the Contractor shall notify the Councils of any conviction immediately on being notified by the member of Staff. The Contractor shall also provide copies of any unspent convictions of any member of Staff to the Councils within five (5) Business Days of receiving such request from the Councils.
- 19.7 The Contractor shall develop, implement and maintain an appropriate induction programme for all employees and sub-contractors.
- 19.8 The Contractor shall ensure that all the Staff are at all times properly trained and instructed and the information recorded within their personal training records (including if practicable by way of continuing professional development) with regard to:
- 19.8.1 the task that the individual has to perform;
 - 19.8.2 all the provisions of this Contract relevant to the duties to be performed;

- 19.8.3 the standing instructions and procedures, where relevant, to the Service;
 - 19.8.4 all relevant health and safety hazards, rules, policies and procedures concerning health and safety at work and all other mandatory and statutory requirements;
 - 19.8.5 fire precautions and fire procedures;
 - 19.8.6 the need for employees to show courtesy and consideration at all times; and
 - 19.8.7 improving energy and resource efficiency of the Facilities in line with mandatory standards and performance improvement targets.
- 19.9 The Contractor shall ensure that Staff shall be given training at intervals in accordance with a training plan (the “**Human Resources Plan**”).
- 19.10 The Contractor shall ensure that anyone carrying out business on any Facility undergoes an induction process familiarising them with the Site Rules and Conditions.
- 19.11 The Contractor shall ensure that all operational Staff wear uniforms of good repair, (including protective clothing and footwear where required) and wear identification badges at all times while working in the Facilities.
- 19.12 The Contractor shall adopt and adhere to a Staff Code of Conduct set out in the Human Resources Plan, which has been agreed between the Parties, governing the behaviour of all the Staff. The Contractor shall act in a manner to promote a positive image and not bring the Councils in to disrepute in accordance with the Staff Code of Conduct.

20 QUALITY MANAGEMENT SYSTEM

- 20.1 The Contractor shall implement within nine (9) Months of the Service Commencement Date, and comply with a Quality Management System that is compliant with ISO9001 or equivalent at all times and shall demonstrate continual improvement.
- 20.2 The Contractor shall nominate a quality manager who shall in respect of the Service:
- 20.2.1 ensure the operation of and implementation of the Quality Management System;

- 20.2.2 ensure that an audit of the Quality Management System is carried out at regular intervals but no less than once every six (6) Months and report the findings to the Councils;
 - 20.2.3 ensure that an audit of any sub-contractor's equivalent quality management systems is carried out at regular intervals but no less than once every six (6) Months and report the findings to the Councils;
 - 20.2.4 review the Quality Management Systems described in paragraphs 20.2.2 and 20.2.3 above annually to ensure their continued suitability and effectiveness; and
 - 20.2.5 liaise with the Councils on all issues relating to quality assurance.
- 20.3 The Contractor shall be responsible for monitoring its own performance under and recording its compliance with the Contract and shall notify the Councils via the Monthly Service Report of any failures to meet the Performance Standards and rectification of such Performance Standard Failures.

21 ENVIRONMENTAL MANAGEMENT SYSTEM

- 21.1 The Contractor shall implement within nine (9) Months of the Service Commencement Date, and comply with an Environmental Management System that is compliant with ISO14001 or equivalent at all times.
- 21.2 The Environmental Management System shall include all procedures and actions required by the Contractor to minimise the environmental impacts of transporting, receiving, treating and disposing of Contract Waste and Non-Contract Waste including (but not limited to) the impacts from:
 - 21.2.1 light;
 - 21.2.2 noise;
 - 21.2.3 vermin and other pests;
 - 21.2.4 litter;
 - 21.2.5 spillages;
 - 21.2.6 flies and insects;

- 21.2.7 dust;
 - 21.2.8 emissions;
 - 21.2.9 odour;
 - 21.2.10 traffic;
 - 21.2.11 to meet the environmental conditions contained or referred to within the Necessary Consents;
 - 21.2.12 minimise amenity impacts on the local population; and
 - 21.2.13 provide treatment and disposal operations which are environmentally sustainable and meet or exceed Contract Targets.
- 21.3 The Contractor shall forward any notice, report or letter from a Relevant Authority relating to a failure of Necessary Consent to the Councils within twenty-four (24) hours of receipt by the Contractor.
- 21.4 The Contractor shall, in accordance with the terms of the Service Delivery Plan, keep the Visitor Centre and the roads reasonably free from litter and tidy with due regard to the nature of the Facilities.
- 21.5 Subject to paragraph 21.7, the Contractor shall in accordance with the Service Delivery Plan ensure that the ground within ten (10) metres of the boundary of each Site, including but not limited to Site access roads up to and adjoining the public highway and adjoining land to which the Contractor can lawfully obtain access without payment of monies, are kept free from litter and fly tipped waste.
- 21.6 Subject to paragraph 21.7, the Contractor shall in accordance with the Service Delivery Plan ensure that the public highway for a distance of one hundred (100) metres in all directions are kept free from litter and fly tipped waste. The one hundred (100) metres is measured from the junction of the access road to a Site and the public highway.
- 21.7 Where hazardous fly-tipped waste within the areas described in paragraphs 21.5 and 21.6 is brought to the attention of the Contractor by the Councils then:
- 21.7.1 within thirty (30) minutes of being notified the Contractor shall use reasonable endeavours to contain and control such waste with consideration to its health and safety obligations; and

- 21.7.2 within twelve (12) hours the Contractor shall use reasonable endeavours to remove and dispose of the fly tipped waste and clean up any affected surrounding area.
- 21.8 The Contractor shall store all waste, Products, Rejects and Residues in designated on-Site storage facilities.
- 21.9 The Contractor shall nominate an environment manager who shall in respect of the Service:
- 21.9.1 ensure the effective operation of and implementation of the Environmental Management System;
- 21.9.2 ensure that an audit of the Environmental Management System is carried out at regular intervals and no less than once every six (6) Months and report the findings to the Councils;
- 21.9.3 the Contractor shall employ sufficient Staff, including all relevant levels of qualified supervisory Staff, to ensure that the Service is provided at all times and in all respects. The Contractor shall ensure that a sufficient reserve of Staff is available to meet all obligations during holidays and absences;
- 21.9.4 review the Environmental Management Systems in paragraph 21.9.2 above annually to ensure their continued suitability and effectiveness; and
- 21.9.5 liaise with the Councils on all issues relating to environmental management.
- 21.10 The Contractor shall be responsible for monitoring its own performance and recording compliance under the Contract and shall notify the Councils via the Monthly Service Report of any Performance Standard Failures and rectification of such Performance Standard Failures.
- 21.11 The Contractor shall prepare and publish an Annual Environmental Report for the Service showing evidence of continuous improvement to be included with Annual Service Report.

22 HEALTH AND SAFETY

- 22.1 The Contractor shall nominate a health and safety manager.

- 22.2 The Contractor shall provide, implement and comply with the Service Delivery Plan to ensure compliance with health and safety requirements and shall maintain accurate and up to date health and safety records and documentation and make these available for inspection by the Councils' Representative when requested including COSHH manuals, Service Delivery Plan and risk assessments, prior to the Service Commencement Date.
- 22.3 The Contractor shall arrange for health and safety inspections of all Contract Facilities and operations. These shall be carried out by a competent health and safety practitioner every twelve (12) Months as a minimum. The Contractor shall provide copies of the inspection reports to the Councils within twenty (20) Business Days of the inspection.
- 22.4 The Contractor shall maintain health and safety training records for the Staff. These records are to be open for inspection by the Councils within five (5) Business Days of a written request.

23 FIRE SAFETY

- 23.1 The Contractor shall carry out the Service in a manner which is consistent with the adopted Fire Strategy for the Service at the Facilities.
- 23.2 The Contractor shall continually review the risks of fire associated with the Facilities including taking account of Good Industry Practice and amend the Service Delivery Plan.

24 CIVIL CONTINGENCIES

- 24.1 The Councils have significant responsibilities in the event of national, regional or local civil contingencies. This may require the use of any of the Councils' premises, facilities, materials, plant or equipment or that of their contractors. The Contractor shall be available at all times to assist with premises, facilities, materials, plant or equipment as specifically requested by the Councils.
- 24.2 The Contractor shall respond within one (1) hour of notification and this response shall take precedent over the Contractor's normal programme of work.
- 24.3 The Contractor shall make every endeavour to limit the environmental impact of Unavailability of any Facility arising from any response to such Emergencies.

25 STRATEGIC PERFORMANCE AND ASSESSMENT

- 25.1 The Contractor shall comply with requests for information, data and other assistance to enable the Councils to demonstrate achievement of strategic objectives and compliance with any requirement of government and/or Relevant Authorities.
- 25.2 The Contractor shall review its operational practices and processes to identify ways to improve the efficiency of the Service and, where reasonably practical and economically advantageous to do so, shall implement updated practices and procedures. The Contractor shall report such identified and prepared improvements within the Monthly Service Report.
- 25.3 The Contractor shall comply with all requests for information and data in respect of the Service as follows:
- 25.3.1 provide information requested by the Councils for benchmarking studies with other local authorities;
 - 25.3.2 attend focus group meetings and other review related activity;
 - 25.3.3 attend review meetings to discuss performance with the Councils' review staff;
 - 25.3.4 facilitate audits and inspections of Facilities and the Service, including making staff available and allowing access for files and information;
 - 25.3.5 attend meetings of Overview and Scrutiny Panels and such other meetings as reasonably required by the Councils;
 - 25.3.6 attend partnership Liaison Committee meetings, as requested, to discuss contractual interfaces and improve overall strategic performance
- provided that attendance at meetings should be capped at no more than four (4) per Month (excluding instances where the Councils can demonstrate an exceptional need) and five (5) Business Days' notice must be given to each Party prior to each meeting.

PART 4 – NOT USED

PART 5 - HANDBACK REQUIREMENTS

1 HANDBACK PLAN

- 1.1 The Contractor shall develop a handback plan (the “**Handback Plan**”) in accordance with the Service Delivery Plan and submit it to the Councils in accordance with the Review Procedure.
- 1.2 The Handback Plan shall outline the agreed timetable, responsibilities and activities required for all significant events leading up to the handback of the Service and the Facilities to the Councils at the end of the Contract Period. The Handback Plan shall include details of all matters relevant to the handback of the Service and the Facilities including, but not limited to, details of:
 - 1.2.1 any land interests associated with the Facilities;
 - 1.2.2 the updated and complete contracts together with Necessary Consents and licenses for any contractors or sub-contractors;
 - 1.2.3 all Assets and compliance with Clause 94 (Treatment of Assets on Expiry of Service Period (Handback) or Termination) of the Contract;
 - 1.2.4 any ongoing liabilities associated with the Facilities;
 - 1.2.5 all personnel associated with the Service;
 - 1.2.6 Project Intellectual Property; and
 - 1.2.7 any contract in relation to the Service that is capable of being assigned or novated to the Councils.
- 1.3 The Councils shall provide their comments to the Contractor no later than twenty (20) Days prior to the Service Commencement Date. The Contractor shall take account of the Councils' comments and submit a revised Handback Plan to the Councils by not later than ten (10) Days prior to the Service Commencement Date and the Councils and the Contractor shall seek to agree the Handback Plan by no later than the Service Commencement Date.

1.4 The Contractor shall review the Handback Plan and submit a revised Handback Plan to the Councils no later than thirty (30) Days before the fifth anniversary of the Service Commencement Date and on a five (5) yearly basis thereafter and no less than every six (6) Months during the last five (5) years of the Contract. The Contractor shall submit a revised Handback Plan to the Councils after each review. The Councils shall provide their comments on the revised Handback Plan within twenty (20) Days of receiving it from the Contractor and the Contractor shall issue a further revised Handback Plan taking into account any comments of the Councils.

1.5 The Contractor shall comply with the Handback Plan.

2 HANDBACK OF FACILITIES

2.1 The Contractor shall comply with its obligations under Clause 94 (Treatment of Assets on Expiry of Service Period (Handback) or Termination) of the Contract.

3 TRAINING AND SOFTWARE

3.1 The Contractor shall at the Contractor's cost, provide all necessary training for the running of the Facilities to all persons notified by the Councils to the Contractor no later than one (1) Month before the end of the Contract Period to ensure the continued operation of the Facilities.

3.2 The Contractor shall ensure that the relevant Facility has the software required to allow the Councils to continue to operate the relevant Facility, including any specialist software which has been specifically created for the Facilities. Training in this software shall be provided by the Contractor at the Contractor's cost to those personnel nominated by the Councils.

3.3 A complete and up-to-date set of software manuals and software licenses shall be provided by the Contractor at the Contractor's cost to the Councils one (1) Month prior to the end of the Contract Period but only in respect of software licences which are perpetual and transferable and which are also necessary for the ongoing operation and maintenance of the Facilities.

4 PERMITS, CONSENTS AND LICENCES

4.1 The Contractor shall assist the Councils in the transfer of all Necessary Consents to the Councils by the end of the Contract Period.

- 4.2 Provision for the dismantling or aftercare of all Facilities upon their closure during or following the Contract Period may be carried out under separately agreed contractual arrangements. If the Councils want the Contractor to carry out dismantling/aftercare, the Contractor should, as appropriate, separately prepare a suitable aftercare plan (the “**Aftercare Plan**”) and provide an estimate for associated costs.
- 4.3 The Aftercare Plan shall embrace the care and maintenance of the Sites and include monitoring, maintenance of restoration materials and vegetation together with the management of environmental management systems already in place and until such time as the Environment Agency is satisfied that the Site permit may be handed in and/or where there is agreement that ongoing liabilities may revert back to the responsibility of the Councils.