

Nottinghamshire County Council

**CONTRACT
FOR
THE PROVISION OF
WASTE MANAGEMENT SERVICES**

**SCHEDULE 2
SPECIFICATION – CONTRACT A**

CONTENTS

Page

<u>1.</u>	<u>INTRODUCTION</u>	1
<u>2.</u>	<u>PURPOSE OF THE CONTRACT</u>	2
<u>3.</u>	<u>KEY PERFORMANCE INDICATORS</u>	4
<u>4.</u>	<u>STATEMENT OF SERVICE REQUIREMENT</u>	5
<u>4.1</u>	<u>Brief Description of the Service</u>	5
<u>4.2</u>	<u>Sites for the Service</u>	6
<u>4.3</u>	<u>General Performance of the Service</u>	6
<u>4.4</u>	<u>Service Delivery Plan</u>	6
(a)	<u>4.4.1</u>	<u>General</u>
	6	
<u>4.5</u>	<u>Transitional Waste Management Services</u>	7
<u>4.6</u>	<u>Interface Services</u>	7
(b)	<u>4.6.1</u>	<u>General</u>
	7	
(c)	<u>4.6.2</u>	<u>Communications and reporting</u>
	8	
<u>4.7</u>	<u>Hours of Operation of the Facilities</u>	8
<u>4.8</u>	<u>Planning Application, Architectural and Construction Standards</u> 8	
<u>4.9</u>	<u>Handling of Wastes</u>	9
(d)	<u>4.9.1</u>	<u>Ad Hoc Waste</u>
	9	
(e)	<u>4.9.2</u>	<u>Not Used</u>
	9	
(f)	<u>4.9.3</u>	<u>Input Specifications</u>
	9	
(g)	<u>4.9.4</u> ..	<u>Priority of Contract Waste over Non-Contract Waste</u>
	9	
<u>4.10</u>	<u>Composition of Waste</u>	9
<u>4.11</u>	<u>Quantities of Waste</u>	9
<u>5.</u>	<u>PERFORMANCE STANDARDS</u>	11
<u>5.1</u>	<u>Environmental Protection</u>	11
<u>5.2</u>	<u>Emission Standards to be Met</u>	11

<u>5.3</u>	<u>Support Services at Waste Management Facilities</u>	11
<u>5.4</u>	<u>Courtesy to Users of the Waste Management Facilities</u>	12
<u>5.5</u>	<u>Customer Care</u>	12
<u>5.6</u>	<u>Complaints in Respect of Service Provision</u>	13
<u>5.7</u>	<u>Waste Transport Vehicles and Containers</u>	13
<u>5.8</u>	<u>Signs</u>	14
<u>5.9</u>	<u>Safety and Security</u>	14
<u>5.10</u>	<u>Health and Safety Requirements</u>	14
<u>5.11</u>	<u>Emergency Services</u>	15
<u>5.12</u>	<u>Civil Emergencies</u>	15
<u>5.13</u>	<u>Equal Opportunities</u>	16
<u>5.14</u>	<u>Promotional Material</u>	16
	<u>All publicity issued by the Contractor in relation to the delivery of Services under this Contract shall have due regard the provisions of the Authority's Corporate Style, as defined in Schedule 31.</u>	16
	<u>No material shall be published which includes the Authority's logo without the prior consent of the Authority.</u>	16
	<u>No material shall be published which includes the Contractor's logo without the prior consent of the Contractor.</u>	16
<u>6.</u>	<u>WASTE MANAGEMENT FACILITIES</u>	17
<u>6.1</u>	<u>Methods of Performance of the Service</u>	17
	(h) <u>6.1.1</u> <u>Design</u> 17	
	(i) <u>6.1.2</u> <u>Operational Concepts</u> 17	
	(j) <u>6.1.3</u> <u>Design Capacity</u> 17	
	(k) <u>6.1.4</u> <u>Delivery Points and Waste Reception and Handling</u> 18	
	(l) <u>6.1.5</u> <u>Availability</u> 18	
<u>6.2</u>	<u>WCA Collection Vehicle Turnaround Times</u>	18
<u>6.3</u>	<u>Diversion of Collection Service Vehicles</u>	18
<u>6.4</u>	<u>Services before and after Public and Bank Holidays</u>	19

<u>6.5</u>	<u>Queuing on the Highway</u>	19
<u>6.6</u>	<u>Contract Service Elements</u>	20
(m)	<u>6.6.1</u> <u>Part A - Green Waste Composting</u> 20	
(n)	<u>6.6.2</u> <u>Part B – Residual Waste Treatment and/or Disposal</u> 21	
(o)	<u>6.6.3</u> <u>Part C - Household Waste and Recycling Centre (HWRC) Management</u>	22
(p)	<u>6.6.4</u> <u>Part D - Recycling and Contract Waste Landfill Diversion</u>	25

SPECIFICATION

1. INTRODUCTION

The purpose of the Specification is to describe the Authority's requirements for the Services. The Specification together with the Service Delivery Plan incorporated into the Contract as Schedules to the Contract shall form the Specification for the Services to be performed by the Contractor throughout the Contract Period.

2. PURPOSE OF THE CONTRACT

The overarching objectives of the Contract are:

1. to focus on positive action to protect and improve the environment and prevent pollution, including promotion of clean technologies, measures for the efficient use of energy and the achievement of sustainable development and waste management;
2. to have regard to Best Value principles and affordability within the Authority's budgetary resources.
3. to integrate Contract Waste Recycling and Composting and Contract Waste Landfill Diversion initiatives to reduce the proportion of Waste under the control of the Authority going to Landfill
4. to conserve energy and raw materials and to support the Authority with Waste minimisation, reuse and recycling initiatives by promoting increased public awareness, education and involvement in the management of Waste.
5. achieve, as far as is practicable, a seamless transition from the current service provision.
6. secure the optimum return on any assets utilised in the management of the Authority's Waste arisings.
7. secure the provision of an integrated, sustainable, flexible and adequate network of waste management Facilities, applying the proximity principle (dealing with Waste close to the point of origin), in order to ensure that Waste is treated and/or disposed of in one of the nearest appropriate installations, by means of the most appropriate methods and technologies.
8. to meet the Performance Standards set out in this Specification, which are derived from the Government's publications entitled "Waste Strategy 2000 for England and Wales", "Guidance on Municipal Waste Management Strategies" (March 2001), "Waste Not, Want Not", "The Landfill Directive" and any revised strategy implemented during the Contract Period; and
9. be sufficiently flexible to allow for future changes in Waste legislation and practice.
10. on the basis set out in this Contract to use and promote the principle of a Waste hierarchy, i.e.
 - i. Reduction
 - ii. Re-use
 - iii. Recycling and Composting
 - iv. Energy Recovery
 - v. Disposal.

These objectives will be realised by the management, treatment, transporting and disposal of all Contract Waste collected and delivered by the WCAs and of Contract Waste arisings from the Household Waste Recycling Centres and the Recycling, Composting and Landfill Diversion of these Waste materials.

The Contractor is free to select the system that best meets these objectives using proven technology within the overall constraints of providing affordability and value for money for the Authority. The Contractor shall deliver a flexible Waste management system capable of responding to usage, technical, regulatory and economic developments within the Waste management industry during the Contract Period.

3. KEY PERFORMANCE INDICATORS

This is a performance based Contract in which the Contractor's performance in delivering the Service will be assessed against this Specification, the Contractor's Works Programme (Schedule 12), Works Delivery Plan (Schedule 13) and Service Delivery Plan (Schedule 23) and Key Performance Indicators (KPIs) defined in Schedule 7.

4.STATEMENT OF SERVICE REQUIREMENT

4.1 Brief Description of the Service

The Contractor shall develop and implement the Services to accept, handle, treat, transport and dispose of Contract Waste. The Contractor shall perform the Services in accordance with this Specification and the Contractor's Proposals.

In accordance with the provisions of the Contract the Contractor shall be responsible for all elements of waste management as described in this Specification including but not limited to:

- providing suitable and sufficient Facilities and obtaining all Consents to properly perform the Services in accordance with the Contract including but not limited to the identification, selection and acquisition of sites, obtaining planning permissions (including appeals and public inquiries) and Environment Agency authorisations, permits and licences for the development, management and operation of facilities required to achieve the Performance Standards;
- providing copies of all Planning Permissions and Consents to the Authority in accordance with the provisions set out in the Contract (including Clauses 16, 17 and 18);
- complying with all Legislation and Guidance;
- the design, construction, commissioning, operation and maintenance of the new waste management Facilities, relating to all initial and phased site and civil engineering works, mechanical, electrical and mobile plant and related activities;
- the operation and maintenance of waste management Facilities comprising Contract Waste reception, acceptance, weighing, processing, treatment, Recycling, Composting and Landfill diversion;
- the removal, storage, transportation, treatment and/or disposal of Residual Waste and Facility Residues.
- The management of the Services, and the supply of labour, plant, equipment, utilities and other prerequisites;
- performance monitoring and provision of management information;
- providing flexible Services that can accommodate changes in Waste amounts and composition and respond to changes in technology and the requirements of all Legislation and Guidance at appropriate cost to the Authority in accordance with and subject to the Change in Law provisions to the Contract (Clause 105);
- the provision of efficient Services for the Authority's Area, that shall be more fully described in Schedule 23 (the Contractor's Service Delivery Plan);

- the management and operation of all the Authority's Household Waste Recycling Centres (HWRCs). The Contractor shall design, construct and operate one new HWRC in the Worksop area.

4.2 Sites for the Service

Save for those Sites in operation before Financial Close to be transferred to the Contractor for the Contract Period, the Contractor shall be responsible on the basis set out in the Contract for identifying the Sites for the Services, and its associated plant and facilities, and for obtaining all Consents including the planning permissions, Environment Agency authorisations, permits and Waste Management Licences. In addition, the Contractor shall design, build, finance and operate the Facilities at the sites provided by the Contractor. These sites shall be identified and described in Schedule 13 (Works Delivery Plan) and shall comprise existing Facilities used by the Authority, and may include new and replacement or refurbished Facilities.

4.3 General Performance of the Service

The Services provided by the Contractor shall be reliable and achievable in terms of managing and disposing of the Contract Waste, be environmentally and economically sustainable, flexible and not wholly dependent upon a single method of Waste treatment, responsive to new technological developments in Waste treatment, and shall accord with Best Value principles and the policies and proposals of the Authority which form part of this Contract, while also minimising environmental impacts.

4.4 Service Delivery Plan

Services shall be provided in accordance with this Specification and the Contractor's Service Delivery Plans (SDP) (Schedule 23).

There shall be a SDP describing each service or operational activity and each Site which sets out how and to what standard the services will be provided at that Site. The KPIs shall be enforced through the Payment and Performance Mechanism.

The Contractor shall, before the commencement of any part of the Services, prepare and publish as part of the SDP standard operational procedures manuals governing the actions of householders and WCAs delivering Contract Waste to the HWRC Sites and Delivery Points respectively. The Council shall take such steps, as it reasonably can, at the request of the Contractor, to ensure that such procedures are observed by authorised Users of the HWRC Sites and Delivery Point(s). The manuals shall be updated and reviewed as part of the SDP.

4.4.1 General

The Contractor shall maintain the following general information relating to the Service Delivery Plan:

- procedures for and time limits within which each plan will be updated; and

- statement of frequency of updating each plan, including reviews caused by trigger events or project milestones that the Contractor may identify in the Works Programme.

Any changes in the operation of the Services shall be notified to the Authority before they are implemented and the Service Delivery Plan shall be updated accordingly in accordance with the Contract (Clause 107 Authority and Contractor Changes). The Service Delivery Plan shall be developed and updated to include any further information or method statements relating to specific activities as may be required by the Authority from time to time during the Contract Period pursuant to Clause 107. Such information shall be submitted to the Authority for review and approval before commencing the activities.

All procedures in the Service Delivery Plan shall be developed in accordance with recognised quality and environmental standards such as ISO9000 Quality Management Systems and ISO14000 Environmental management Systems respectively. The Contractor shall obtain certification for Quality Management and Environmental Management Systems, through certifying bodies accredited by the National Accreditation Council for Certifying Bodies by 1st April 2008 and shall retain certification thereafter during the Contract.

The Contractor shall provide sufficient, suitably trained and experienced staff for operation of the Services. All site staff shall be trained in all relevant aspects of operational procedures, site licence requirements and customer care.

The Contractor shall, before the commencement of the Service, prepare and publish as part of the Service Delivery Plan standard operational procedures manuals governing the actions of all persons delivering Waste to the Household Waste Recycling Centre, Delivery Points and/or the Facilities, and thereafter amend and update such manuals as necessary to reflect changes agreed with the Authority from time to time in accordance with the Contract. The Contractor shall take such steps, as it reasonably can, to ensure that such procedures are observed by authorised users of the Household Waste Recycling Centres and Delivery Point(s).

4.5 Transitional Waste Management Services

The Contractor shall perform all of the Services to accept, handle, treat, transport and dispose of Contract Waste from the Contract Commencement Date.

4.6 Interface Services

4.6.1 General

The Contractor shall comply with the provisions of Schedule 23a (Interface Plan). The Contractor shall ensure that all operational and administrative interfaces in respect of the Services in this Contract are effectively managed such that the related combined integrated waste management services are delivered seamlessly.

4.6.2 Communications and reporting

The Contractor shall use reasonable endeavours to ensure that a single point of contact is available at all times for communications with the Authority.

The Contractor shall identify dedicated telephone and fax numbers and an email address where the Contractor's Representative and any delegated assistant representatives can be contacted. Suitable alternative contact details shall also be provided for use in the event of an emergency or where other contacts are not available. Where a facility is provided for recording voicemail messages, the Contractor shall ensure that a response is made within one hour to acknowledge receipt and, where necessary, to confirm details of any initial action to be taken.

4.7 Hours of Operation of the Facilities

The minimum level of service provision at facilities covered by the Contract shall reflect or improve on the current level of service provision to the WCAs and to the public.

Implementation of changes to opening hours of existing Facilities may be subject to modification of planning permission conditions and Environmental Permit conditions. The Contractor shall liaise with the Authority regarding any such changes, and may be required to liaise with local residents' groups and other stakeholders.

Licensing hours of all Waste Management Facilities may extend beyond the specified opening hours. Opening hours are also subject to restrictions or conditions contained in each respective planning permission.

4.8 Planning Application, Architectural and Construction Standards

In designing each Facility and submitting any planning applications, the Contractor shall act in accordance with Good Industry Practice. The design of Facilities shall incorporate Good Industry Practice in sustainable construction, which may include having regard to the use of the Code for Sustainable Buildings and guidance on design quality available from Constructing Excellence (www.constructingexcellence.org.uk), OGC (How to achieve Design Quality in PFI Projects), CABE (Improving Standards of Design in the Procurement of Public Buildings, October 2002) and 4ps (Achieving Quality in Local Authority PFI Building Projects). The Contractor shall consider assessing environmental and management performance of new Facilities in accordance with the Building Research Establishment Environmental Assessment Method (BREEAM).

The architectural and aesthetic merits of the new waste management Facilities are of high importance. The Contractor shall provide innovative architectural designs appropriate to the locations in which facilities are to be constructed.

4.9 Handling of Wastes

4.9.1 Ad Hoc Waste

Upon receipt of Ad Hoc Waste the Contractor shall make arrangements for appropriate segregation, storage, treatment and disposal of the Waste. The Contractor shall make arrangements for the disposal of Ad Hoc Waste and the Authority shall pay the Contractor in accordance with the Payment and Performance Mechanism (Schedule 6).

The Contractor shall submit details in the Service Delivery Plan of the measures to be implemented to ensure that Ad Hoc Waste is separately identified from Contract Waste and also details of how these Wastes are to be managed.

4.9.2 Not Used

4.9.3 Input Specifications

The Contractor shall operate, in accordance with the Facility Input Specifications for the MRF and Composting Facilities, associated procedures that will be used to monitor and verify Contract Waste for acceptance, Recycling or Composting as set out in Schedule 30.

The Input Specification shall include a detailed description of the Waste to be accepted including a list of acceptable and unacceptable Waste types, and a maximum rejection rate of contaminated material, determined as a percentage of the total weight of incoming material load of Contract Waste.

4.9.4 Priority of Contract Waste over Non-Contract Waste

The Contractor may receive and treat Non-Contract Waste subject to prior approval by the Authority or as provided in the Payment Mechanism; however Contract Waste shall at all times be processed in priority to Non-Contract Waste at the waste management Facilities.

4.10 Composition of Waste

The Authority gives no undertaking as to the composition of the Contract Waste. The Contractor shall accept and make provision for potential changes in composition of the Contract Waste over the period of the Contract.

The Contractor shall be responsible for making all reasonable efforts to assess possible future trends in Waste composition and shall make allowances for these factors in the Contractor's Proposals. All data gathered on the Waste composition by the Contractor shall be made available to the Authority.

4.11 Quantities of Waste

It is, the responsibility of the Contractor to assess the amount of future arisings of Waste requiring management processing, treatment and disposal under the Contract and to provide a system with sufficient capacity and flexibility to manage the Waste and achieve the Contract Performance Standards throughout the life of the Contract. The Authority will not specify a

binding minimum or maximum Waste input on a daily, weekly, monthly, seasonal, yearly or any other time related basis.

5. PERFORMANCE STANDARDS

5.1 Environmental Protection

The Contractor shall ensure that the impact of any operation of the Contractor upon the environment, in pursuance of its obligations under the Contract, is adequately and sufficiently considered, supervised, controlled and monitored.

All waste management Facilities used by the Contractor to perform the Services shall be planned, constructed, operated in accordance with all Legislation, Guidance, Good Industry Practice and the requirements of this Contract.

5.2 Emission Standards to be Met

Any Facilities provided shall be designed, equipped, built and operated in such a way that the Facility complies with the emission limits set out in applicable Legislation from time to time in force during the Contract Period subject to Clause 105 (Change in Law).

The Contractor shall provide in relation to each new Facility a comprehensive site-specific risk assessment including a detailed study of local conditions, which will form part of the environmental statement accompanying any planning application.

All Facilities shall have appropriate plant and equipment to monitor and control all systems to ensure that environmental and operational Good Industry Practice is achieved. On-line, all year round, monitoring and control systems necessary for good operational and environmental practice shall be installed by the Contractor, which shall be capable of being interrogated remotely via the internet by the Authority's Representative.

As a minimum requirement, all Waste Management Facilities shall meet the requirements of the Environment Agency at all times. Subject to Clause 105 (Change in Law) the Contractor shall take the necessary steps to ensure that improvements required by Legislation may be readily incorporated while maintaining continuity of the service.

The Contractor shall ensure that control systems at all Facilities provided for the Services shall be designed to the requirements of the Environment Agency to provide all necessary on-line monitoring and data for good operational and environmental practice. Where necessary controlled shutdown of the process must be possible should conditions so dictate.

5.3 Support Services at Waste Management Facilities

The Contractor shall ensure that all Facilities provided for the Services shall, in addition to the main treatment processes, possess all necessary administration, welfare, product storage, effluent treatment and emergency services contributing to a complete and efficient process. The Contractor shall ensure that provision is made for the treatment of all these effluents in accordance with all Consents.

5.4 Courtesy to Users of the Waste Management Facilities

All managers and staff employed at the Facilities shall behave in a courteous manner. The Authority may require that managers or staff, who fail in this respect or who are proved to have behaved in any other discreditable way, be removed and replaced in accordance with the Contract.

5.5 Customer Care

The Contractor shall supply the Authority with a comprehensive written customer care policy, indicating the Contractor's proposed methods for ensuring that users of the Services receive the Services as set out in the Contract and, in particular, the method for dealing with enquiries, complaints, issue of public information and supervision. The Contractor shall take account of the Authority's respective policy for customer care which shall be made available to the Contractor upon request. The Contractor shall work with the Authority to ensure that consistent information is provided to the public and other users of the Services.

The Contractor shall provide, manage and publicise an operated telephone service dedicated to this Contract for provision of information, and receiving public enquiries and complaints. The telephone service shall be capable of receiving and recording calls 24 hours per day. Calls shall be taken by the Contractor's employees during normal office working hours.

The Contractor shall provide, manage and maintain a website for access by users of the Services for the following non-exhaustive list of purposes:

- General information about the Services;
- Specific information to the public for use of the Services;
- General advice and guidance regarding waste minimisation, recycling, composting and other aspects of waste management;
- Making enquiries by email;
- Making complaints or providing other feedback about the Service by email;
- Information on the performance of the Services against recycling targets and Key Performance Indicators;
- Participation in Customer Satisfaction Surveys and other Best Value consultation and data gathering exercises;
- Links to other relevant websites and Authority services.

The telephone hotline and website shall complement and be consistent with information available via services operated by the Authority.

5.6 Complaints in Respect of Service Provision

Throughout the Contract Period, the Contractor is required to provide and manage a hotline as specified in the preceding clause for the receipt of telephone complaints. The Contractor shall provide, manage and maintain a computerised complaint logging and recording system compatible with hardware operated by the Authority and linked to the Authority's dedicated systems for this service. This complaint logging and recording system shall be updated by the Contractor as calls are received, complaints are verified as being justified and when action is taken as appropriate. The system shall be capable of being accessed at any time remotely via the internet by the Authority's Representative for monitoring purposes.

The Contractor shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner in accordance with the terms of the Contract.

Should the Contractor receive complaints direct from the public it shall no later than 10am on the next working day, verify that the complaint is justified, and inform the Authority of the details of the complaint and the action taken or to be taken. The Contractor shall complete any necessary remedial action in response to the complaint as soon as is reasonably practicable and shall commence remedial action no later than 72 hours after receiving the complaint.

It should be noted that the Authority will from time to time check the Contractor's compliance with the complaints procedure aspect of the Services. If the Authority finds that complaints have not been dealt with in accordance with the Service Delivery Plan, this shall be considered a failure provision of the Services and may result in performance deductions being applied.

5.7 Waste Transport Vehicles and Containers

The Contractor shall maintain in a legal, efficient, clean and serviceable condition sufficient and suitable road vehicles, containers and trailers used for the proper performance of the Services. Waste shall be transported in enclosed containers or sheeted vehicles. All drivers and other operatives shall be suitably trained and qualified for their tasks and made aware of the safe use of the vehicles in their charge.

The Contractor shall ensure that provision is made for sufficient reserve vehicles to be available to maintain continuity of Service throughout the Contract Period.

The Contractor shall be required to submit proposals which demonstrate that they will provide vehicles which minimise the impact of these vehicles on the environment. No vehicles more than 10 years old shall be used in this Contract except with the agreement of the Authority. The Contractor shall ensure that all vehicles, which are dedicated for the Contract, shall be in an approved livery complete with information panels which will reflect the corporate image of the Authority and shall be approved by the Authority.

5.8 Signs

Any signs or notices erected at the Facilities shall be of a suitably durable material, shall be in the corporate style of the Contractor and shall be agreed with the Authority. The number and types of signs shall be detailed in the Service Delivery Plan, and shall include local direction signs to any new Facilities. Any signs to be erected within the highway boundary shall be designed in accordance with the Traffic Signs Manual and erected in accordance with the requirements of the Highway Authority.

In addition, a sign shall be provided by the Contractor at each Facility provided within the Authority area in the corporate style of the Authority, commensurate with maintaining a positive public image stating that the Facility is provided in partnership with the Authority.

5.9 Safety and Security

The Contractor shall be directly responsible for the security of the Facilities provided for the provision of the service including any property belonging to the Authority and the Contractor. The Contractor shall ensure that all the Facilities provided by any other contractor or person for the purpose of this Contract, are properly secure. Full details of all arrangements for dealing with security and the results of vandalism shall be provided in the Service Delivery Plan. Emergency procedures shall also be detailed in the Service Plan.

The Authority shall not be liable for any claim for loss by the Contractor resulting from any breach of security.

The Contractor shall comply with the Authority's security regulations, and its obligations under the Data Protection Act 1984 and the Computer Misuse Act 1990.

The Contractor shall provide cover 24 hours a day, every day of the year to respond to any emergency that may arise in connection with the Facilities. An emergency call out procedure shall be provided, maintained and updated in accordance with the requirements of the Environment Agency, and shall be submitted to the Authority as part of the Service Delivery Plan.

5.10 Health and Safety Requirements

The Contractor and its staff shall adopt safe working practices as laid down in all current and future regulations, working rules and Legislation that apply to its activities under the Contract to ensure the safety of all site users and personnel.

The Contractor shall be responsible for the suitable and safe use of the equipment used in the provision of the Services and no equipment shall be used which may be unsuitable, unsafe or liable to cause damage. Without prejudice to the absolute responsibility of the Contractor in regard to such equipment, the Authority shall have the right to inspect such equipment and if in the Authority's reasonable opinion it is unsafe, it shall not be used, with no extra payment being allowed for the costs of rectification under the Contract.

The Contractor shall require its employees at all times while engaged in the provision of the Services at the Facilities to be properly and presentably dressed in suitable uniforms, work wear, protective and reflective clothing approved by the Authority so that they are visible and obvious.

Special care shall be taken to protect the health and safety of operatives working in close proximity to the Waste being processed.

5.11 Emergency Services

The Contractor will be required to nominate one or more employees who may be contacted outside normal working hours every single day of the year throughout the period of the Contract, and in the event of an emergency or extraordinary event, e.g. traffic, accident, spillage, the Contractor's staff shall be required to be on site within one hour of being notified by the Authority. Should the Contractor for any reason fail to respond to call out within this time, the Authority shall arrange for another contractor to do the work. Any cost to the Authority for this being deducted from monies due to the Contractor.

The Contractor shall operate and maintain a suitable communication system for his operatives and managers that must be capable of being used by both the Contractor's staff and the Authority in the event of an emergency.

5.12 Civil Emergencies

Notwithstanding the Contractor's responsibilities arising from the provision of the Service, the Authority is committed to supporting all the statutory and voluntary organisations which may be mobilised in the event of a national regional or local civil emergency, requiring the use of the Authority's premises, facilities, equipment etc., whether under the control of the Contractor or not.

The Authority may instruct the Contractor to make available any labour, premise, Facility, equipment plant or materials in order to effect the Authority's Emergency Plan.

The Authority will meet all reasonable cost incurred in this respect.

The Authority will not require personnel of the Contractor to carry out tasks needing specialist training for which they are not suited. The Contractor shall inform the Authority if he is unable to provide personnel with the appropriate training for tasks requested to deal with a civil emergency.

When the Authority advises the Contractor of an Emergency within the County the Contractor will immediately appoint a senior member of its management as "Liaison Officer".

All instructions given to the "Liaison Officer" will take precedence over other instructions and all requests for labour, plant and material, will be met immediately, whether or not this disrupts the Contractor's normal programme of work.

5.13 Equal Opportunities

The Authority is committed to equality of opportunities in the provision of services and strives to ensure services are equally accessible to everyone and appropriate to the differing needs of all sections of the communities they serve.

Equality in service delivery concerns the adaptation of service provision to meet the diverse needs of different groups of people by ensuring that the service is accessible, adequate and appropriate to the needs of all users. The Authority aims to achieve a consistent approach to equality in the delivery of all its services. An important part of the Authority's commitment to equality is to ensure that all Contractors of the Authority's services practice equal opportunities and that they are clear about the Authority's position on equality and are aware of the requirements placed upon them to adhere to the same policies. The Contractor shall include its own policies on equal opportunities in the Service Delivery Plan, demonstrating how it will ensure consistency with the Authority's policies.

The Authority takes a proactive approach to their obligations arising from equal opportunities legislation. The Contractor shall demonstrate that all reasonably practicable steps are taken to allow equal access and equal treatment in employment and service delivery for all. Failure to comply with this policy could make the Authority and in some cases individuals, liable to legal action.

5.14 Promotional Material

All publicity issued by the Contractor in relation to the delivery of Services under this Contract shall have due regard the provisions of the Authority's Corporate Style, as defined in Schedule 31.

No material shall be published which includes the Authority's logo without the prior consent of the Authority.

No material shall be published which includes the Contractor's logo without the prior consent of the Contractor.

6. WASTE MANAGEMENT FACILITIES

6.1 Methods of Performance of the Service

6.1.1 Design

The Contractor shall be responsible for all aspects of the design and construction of the Facilities in accordance with the Contract including but not limited to:

- failure of design against initial requirements
- failure of design against foreseeable changes in Legislation
- latent defects, and
- variations in maintenance and Works cost.

No constraints are placed on the Contractor as to the process or methods used for the performance of the Contract, save that they comply with the requirements and Performance Standards set out in the Contract, and minimise the reliance upon direct disposal of Wastes to Landfill within the affordability constraints of the Authority subject to Clause 105 (Change in Law).

The Contractor's Proposals shall however take into account both the proximity principle and the Waste hierarchy.

The Contractor shall ensure that the design of the Facilities is such that future improvements to the Facilities required as a result of changes in Legislation can be accommodated at an appropriate cost to the Authority.

The Contractor may elect to use a combination of processes and methods to perform the Services. As a minimum requirement, all such processes must be of proven design with at least one Facility of equivalent design and capacity to those proposed in the Contract being currently in operation.

In preparing the designs for the Waste Management Facilities to be used, the Contractor shall ensure that all Waste unloading and discharge areas, Waste process areas and Waste loading areas (excluding those at Household Waste Recycling Centres, composting facilities and Landfill sites provided for the service), shall be enclosed.

6.1.2 Operational Concepts

The Authority as WDA provides Waste management services, during the minimum opening hours specified, for both Waste collected by the WCAs as part of their statutory duties and for Waste brought to Household Waste and Recycling Centres by the public. The Contractor's Service Delivery Plan must as a minimum ensure the continuation of this current level of service provision.

6.1.3 Design Capacity

The design capacity of any Facility shall include sufficient flexibility to accommodate planned and unplanned interruptions in its operation. Details of managing these interruptions shall be provided in the Service Delivery Plan.

6.1.4 Delivery Points and Waste Reception and Handling

The Contractor shall identify and secure for the duration of the Contract Period, Delivery Points for all Contract Waste in respect of all relevant elements of the Services. These Delivery Points shall be no more than 5 miles, measured along the most direct and suitable transport route, or 15 minutes (whichever is less) travel time one way from the boundary of the Waste Collection Authority supplying the material under the Contract.

The following exceptions relating to the WCAs that have two delivery points for the same waste stream, shall be deemed to comply with this criterion:

Gedling Borough Council

- Recyclable Waste – Direct delivery of up to 20% to the MRF.

Newark and Sherwood District Council

- Recyclable Waste – Direct delivery of up to 20% to the MRF.

Any annual adjustment of plus or minus 15% to the % allocation identified above will result in a change to the Unitary charge in accordance with Clause 107 (Authority and Contractor Changes).

6.1.5 Availability

Each of the Waste Management Facilities developed, managed and operated by the Contractor under the Part C (HWRCs) and Part D (Recycling) Services shall satisfy the Acceptance Criteria defined in Schedule 21 before the Availability element of the Unitary Charge will be payable in accordance with the Payment and Performance Mechanism. The Facility shall continue throughout the Contract to meet all of the Availability Criteria in order to qualify for payment throughout the Contract.

6.2 WCA Collection Vehicle Turnaround Times

The Contractor, in the design and operation of the Veolia Contract Waste Management Facilities provided for the performance of the Services which accept WCA delivered Waste, shall have regard to the need for a prompt turnaround time. The Contractor shall ensure that the average turnaround time shall not exceed 15 minutes; and the turnaround time for any one delivery shall not exceed 30 minutes.

Vehicles of the WCAs delivering Contract Waste shall be given priority over any third party use of the Facilities.

6.3 Diversion of Collection Service Vehicles

The Contractor shall make adequate arrangements to divert WCA vehicles away from a given Facility in the cases of planned and unplanned maintenance, plant breakdown, when storage capacity is exhausted, and also where there is an emergency or other such incident. The diversion

procedures and alternative Facilities shall be identified in advance in the Service Delivery Plan.

The Contractor shall supply the Authority, on an annual basis by no later than the 31st March each year, with details of the duration, commencement time and frequency of any planned maintenance for the next 12 months. Notwithstanding this requirement, but subject to Clause 66 the Contractor shall give a minimum of 12 weeks, or other agreed period, notice of any closures or changes to operation of Facilities as a result of planned maintenance. Planned Maintenance of Facilities shall not take place during the week before and week after Christmas Day. The Contractor should give consideration to undertaking planned maintenance during the first two weeks of November, not during the same time as Planned Maintenance at Eastcroft or when daily Waste arisings are lower than average.

In the event of unplanned maintenance of Facilities, the Contractor shall contact and notify the relevant WCAs immediately the Contractor becomes aware of the need to divert vehicles, giving a minimum of one hour advance notice. The Authority shall be notified within one hour of any need to divert WCA collection vehicles to other Facilities together with the actions being carried out to enable reopening of the Facilities and the anticipated period of time that such a diversion shall be in place.

The Authority shall notify the Contractor of Planned Maintenance at the Eastcroft facility. The Contractor shall make provision to accept Waste delivered by WCAs, normally delivered direct to Eastcroft, during these notified periods.

6.4 Services before and after Public and Bank Holidays

The Contractor shall be required to make provision for dealing with the Waste delivery patterns that may arise immediately before and after Public and Bank Holidays. In the days around such holiday periods the WCA's may institute alternative collection arrangements that may give rise to abnormal deliveries of Contract Waste.

The Authority shall inform the Contractor of the likely extent of these abnormal Contract Waste delivery patterns and the Contractor shall make due allowances for them within the consented operating hours of the Waste Management Facilities.

6.5 Queuing on the Highway

The Contractor shall also take account of the need to avoid any vehicles queuing on the highway and shall incorporate adequate capacity within the Facilities to minimise vehicle turnaround times and accommodate all queuing vehicles other than where existing HWRC capacity cannot be reasonably increased.

6.6 Contract Service Elements

6.6.1 Part A - Green Waste Composting

6.6.1.1. Number and Location of Facilities

The Contractor shall provide a minimum of one dedicated Contract Composting facility and shall use other third party facilities as appropriate.

6.6.1.2. Hours of Operation and Availability

The Contractor shall ensure that, throughout the Contract Period, the relevant Delivery Points are Available to receive Compostable Waste delivered by WCAs for the minimum core hours of between 0800 and 1630 hours Monday to Saturday, except Christmas Day, Boxing Day and New Years day or such other 8.5 hour core period as agreed with the Authority, subject to conditions imposed by the Local Planning Authority and the Licensing Authority. The hours of operation and availability of all Third Party delivery points shall be in accordance with the opening times as detailed within Schedule 28.

6.6.1.3. Capacity

The Contractor shall ensure that the Composting Facilities are designed and constructed and have all Consents to enable the Composting Facilities to Handle and Compost all Compostable Waste delivered by the WCAs and from HWRCs for the duration of the Contract.

6.6.1.4. Input Standards

The Contractor shall ensure that Compostable Waste is separately collected at the HWRC to ensure compliance with the Animal By-Products Regulations. Any Compostable Waste received from the WCA will be collected by the WCA in accordance with the Animal By-Products Regulations.

The Contractor shall accept and Handle all Composting Waste delivered by the WCAs that meets the relevant Facility Input Specification.

6.6.1.5. Output Standards

The percentage of the total tonnage of Compostable Waste Composted at the Facilities shall be 99% of the Compostable Waste accepted in accordance with the relevant Facility Input Specification for the duration of the Contract.

The Contractor shall be responsible for the treatment and disposal of any Facility Residues arising from the Composting activity.

6.6.1.6. Design

The Contractor shall employ proven systems and technology. The Contractor shall ensure that at all times the Composting Facilities are operated by someone with a relevant Certificate of Technical Competence.

The Contractor shall be responsible for marketing or utilisation of the compost produced and may therefore design and operate the Composting Facilities to give a variety of products, including soil improver, mulch and growing medium to suit market forces. Any product that requires to be disposed of to Landfill as Waste shall not count toward the Authority's Waste Recycling and Contract

Waste Landfill Diversion Performance Standards, as set out in KPI5 (see Schedule 7).

The Contractor shall employ a Composting system which is capable of accepting Compostable Waste and, wherever reasonably possible, operating at all times of the year (ie. not be rendered inoperable by inclement weather).

The Contractor shall provide for regular sampling, analysis and growing trials of Compost produced. The Contractor shall ensure that testing against defined quality standards as required to establish compliance with the BV 82b definition of Composting and as set out in the Service Delivery Plan, is undertaken at least monthly. These may be carried out by the Contractor on-site or sub-contracted to identified experienced laboratories or Compost testing facilities. The methodology for demonstrating the maturity of the Compost product shall be an established and proven method.

The compost Facility shall comply with the requirements of the EU Animal By-Products Regulations 2002 and its subsequent Amendments and Environment Agency guidance for the quality and use of compost in force from time to time.

6.6.2 Part B – Residual Waste Treatment and/or Disposal

6.6.2.1. Number and Location of Facilities

The Contractor shall identify and secure sufficient and suitable Residual Waste Treatment and/or Disposal Facilities as necessary for the proper performance of the Services and treatment and/or disposal of Residual Waste. This shall include handling residual waste under the terms of the Sheffield Contract, and through the Welshcroft Close Transfer Station or other contingency treatment facilities to be approved by the Authority's Representative (such approval not to be unreasonably delayed or withheld) subject to Schedule 23a (Interface Plan) and 16 (Review Procedure).

6.6.2.2. Hours of Operation and Availability

The Contractor shall ensure that, throughout the Contract Period, Delivery Points are available to receive Residual Waste delivered by WCAs between 0800 and 1630 hours Monday to Saturday every day except Christmas Day, Boxing Day and New Years day or such other 8.5 hour core period as agreed with the Authority, subject to conditions imposed by the Local Planning Authority and the Licensing Authority. The hours of operation and Availability of all Delivery Points shall be in accordance with the opening times as detailed within Schedule 28.

6.6.2.3. Capacity

The Contractor shall ensure that the Residual Waste Treatment and/or Disposal Facilities are able to accept all Residual Waste, delivered by the WCAs and arising from HWRCs, and Facility Residues for the duration of the Contract.

The Contractor shall undertake the procedures set out in Schedule 32 to ensure that all Consents are in place for a minimum of five years capacity

from Contract Commencement and for a minimum of the lesser of five years capacity or the remaining life of the Contract plus 2 years.

The Contractor shall ensure that, at all times, Residual Waste Treatment and/or Disposal Facilities have sufficient available capacity to accommodate the prevailing tonnages of Residual Waste for a minimum of twelve months.

6.6.2.4. Input Standards

The Contractor shall ensure that Residual Waste Treatment and/or Disposal Facilities shall accept all Waste acceptable to the Local Planning and Regulatory Authorities and that meet the relevant Facility Input Specification. Facilities shall also be available to receive Hazardous Wastes and Non-Hazardous Waste including stable, non-reactive Hazardous Waste, and Waste with high sulphate or gypsum content, and other materials as identified in the definition of Contract Waste in this Specification.

6.6.2.5. Output Standards

The Contractor shall ensure that all Residual Waste Treatment and/or Disposal Facilities utilised for the Contract will operate in accordance with the necessary Environmental Permit.

6.6.3 Part C - Household Waste and Recycling Centre (HWRC) Management

The Contractor shall perform the HWRC Services from the Service Commencement Date in accordance with the requirements of this Specification and the Contract.

With the exception of a new HWRC required to be provided by the Contractor in Bassetlaw District, the HWRC Services comprise management and operation only, which for the avoidance of doubt includes site and grounds maintenance but not enhancement works that require significant capital investment for new or modified permanent fixtures.

All HWRCs shall be utilised exclusively by the Contractor as Household Waste and Recycling Centres for the deposit of Contract Waste by members of the public, except with the express written consent of the Authority.

6.6.3.1. Number and Location of Facilities

Facilities from where the HWRC Services shall be performed shall be located as follows:

Ashfield District:

- (i) Not used
- (ii) Kirkby in Ashfield, Sidings Road, Lowmoor Industrial Estate
- (iii) Hucknall, Wigwam Lane

Bassetlaw District:

- (iv) Retford, Hallcroft Road
- (v) Not used

(vi) Worksop, Shireoaks Road.

Broxtowe Borough:

(vi)- Beeston, Lilac Grove

(vii) Giltbrook, Gilthill

(viii) Not used.

Gedling Borough:

(ix) Not used

(x) Calverton Colliery, Hollinwell Lane.

Mansfield District:

(xi) Mansfield, Kestral Park, Kestral Road;

(xii) Warsop, Oakfield Lane.

Newark and Sherwood District

(xiii) Not used

(xiv) Newark, Brunel Drive;

(xiv) Bilsthorpe, Brailwood Road;

Rushcliffe Borough

(xv) Langar, Coach Gap Lane until 31.03.15 when it shall be closed.

(xvi) West Bridgford, Rugby Road.

The Authority reserves the right to review the number of HWRCs on an annual basis or more frequently as appropriate, in conjunction with the Contractor, and to decrease the number of HWRCs and type of facilities provided. Such modifications will be accounted for in accordance with Schedule 40 (Unitary Charge Adjustment Protocol).

6.6.3.2. Hours of Operation and Availability

The Contractor shall ensure that from the Service Commencement Date and throughout the Contract Period all HWRCs are open to the public and Available for the receipt of Contract Waste between the hours of 0800 to 1600 November to February, 0800 to 1800 March and October and 0800 to 2000 April to September. These opening hours shall apply every day except Christmas Day, Boxing Day and New Years day subject to conditions imposed by the Local Planning Authority and the Environment Agency.

The Contractor shall ensure that sufficient Delivery Points are open and Available to receive Contract Waste from HWRCs as required to ensure efficient operation of the HWRC, on all days that HWRCs are operational.

The Contractor shall ensure that the arrangement and capacity of containers and other facilities for deposit of Waste, traffic arrangements and car parking are sufficient to minimise HWRC service users' turnaround time and any queuing time and to avoid adverse impacts on traffic outside the sites on public highways, subject to the constraints of existing sites.

6.6.3.3.Capacity

The Contractor shall ensure that the HWRCs are able to accept all Contract Waste delivered by residents for the duration of the Contract.

6.6.3.4.Input Standards

The Contractor shall ensure that the HWRCs shall accept all Contract Waste detailed in, and shall be operated in accordance with, the Service Delivery Plan and the relevant Waste Management Licence.

The Contractor shall ensure that the HWRCs shall not accept Non-Contract Waste, including without limitation Waste from commercial and industrial sources.

The Contractor shall allow for receipt, handling, storage, treatment and disposal of refrigerators, freezers, CRTs and Ad Hoc Wastes subject to the Waste Management Licence.

6.6.3.5.Output Standards

The Contractor shall ensure that Compostable Waste from sent to the Composting Facilities from the HWRC's shall be in accordance with the relevant Facility Input Specification.

The Contractor shall ensure that it performs the HWRC Services to achieve the Performance Standards for HWRC Recycling and Composting of HWRC Household Waste aggregated between all the HWRC's between 1st April and 31st March in the relevant Contract Year, as set out in KPI5 (Schedule 7).

The Contractor shall be responsible for haulage and delivery of Residual Waste from the HWRCs for disposal to Residual Waste Treatment and/or Disposal Facilities as appropriate.

The Contractor shall seek to standardise the Facilities and Services provided at all HWRCs, to provide the same high level of service across the Authority's Area.

6.6.3.6.Staffing

As part of the Contractor's Proposals, the Contractor will have provided to the Authority details of the staffing arrangements that they propose for HWRC Services. All staff shall be suitably qualified and trained and present at the HWRCs whenever they are in operation.

Numbers of staff will be determined by the Contractor taking into account the tonnage at the site, number of site users and segregation of Waste containers at the site. Site staff shall be readily identifiable to the public, in an appropriate uniform and should be proactive and available to assist the public promptly as required.

6.6.4 Part D - Recycling and Contract Waste Landfill Diversion

6.6.4.1. Facilities to Manage Mixed and Source-segregated Dry Recyclable Wastes

6.6.4.1.1. Number and Location of Facilities

The Contractor shall provide a minimum of one dedicated MRF and shall use other third party facilities as appropriate.

6.6.4.1.2. Hours of Operation and Availability

The Contractor shall ensure that, from the Service Commencement Date and throughout the Contract Period, Delivery Points are available to receive Recyclable Waste delivered by WCAs for the minimum core hours of between 0800 and 1630 hours Monday to Saturday, except Christmas Day, Boxing Day and New Years day or such other 8.5 hour core period as agreed with the Authority, subject to conditions imposed by the Local Planning Authority and the Licensing Authority. The hours of operation and availability of all Third Party delivery points shall be in accordance with the opening times as detailed within Schedule 28.

6.6.4.1.3. Capacity

The Contractor shall ensure that the MRF and other recycling facilities are able to process quantities of Recyclable Waste as defined in the Payment and Performance Mechanism.

6.6.4.1.4. Input Standards

The Contractor shall ensure that the Facilities shall accept, process and store for onward transfer all Recyclable Materials collected by the WCAs as part of their twin bin or segregated kerb side collections including any future segregated collections, and segregated Waste arisings that meets the Recyclable Waste Input Specification.

6.6.4.1.5. Output Standards

The Contractor shall ensure that the percentage of the total tonnage of Recyclable Waste accepted at the Facilities that shall be Recycled shall be 95% for the duration of the Contract.

The Contractor shall be responsible for and shall include in the Unitary Charge for treatment and disposal of any Facility Residues from the MRF and other recycling facilities.