

SCHEDULE 1

Output Specification and Performance Measurement Framework

Part 1 – Output Specification

This is Schedule 1 comprising the Output Specification and Performance Measurement Framework for the provision of waste services to Cumbria

between

CUMBRIA COUNTY COUNCIL

and

SHANKS CUMBRIA LIMITED



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DEFINITIONS

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| “Advisory Panel” | means a group of interested parties to act as a forum to interact with the Contractor in accordance with the Community Liaison Plan to address issues associated with a Site; |
| “Assisted Services” | means to courteously and appropriately respond to members of the public who, in the reasonable judgement of the Contractor, need help to safely lift, carry and discard their Contract Waste in appropriate containers. Assisted Services may involve verbal advice or one or more Personnel manually handling Contract Waste; |
| “Authority’s Complements Comment and Complaints Procedure” | means the Authority’s complements, comments and complaints procedure set out in the Authority’s Policies; |
| “Authorised Vehicle Acceptance Procedure” | means the authorised vehicle acceptance procedure set out in the SDP; |
| “Authorised Vehicle” | means a vehicle used by the WCAs for the purposes of delivering Contract Waste to the Interface Sites as notified by the Authority to the Contractor in accordance with the Authorised Vehicle Acceptance Procedure; |
| “Biodegradable Contract Waste Landfill Tonnage Bonus Threshold” | has the meaning given in Part 1 (Definitions) of Schedule 5 (Payment Mechanism); |
| “CCTV Monitoring Service” | means the CCTV monitoring service at the Resource Parks and the TS as set out in the SDP; |
| “Commissioning and Testing Plan” | means the plan for commissioning and testing the New Facilities as set out in the SDP; |
| “Community Liaison Plan” | has the meaning given to it in paragraph 0 of this Schedule 1 Part 1 (Output Specification); |
| “Complaints Management Procedure” | means the complaints management procedure set out in the SDP; |
| “Contractor Facility” | means:- (a) each facility used by the Contractor for the provision of the Services (excluding the Interface Sites) to which any WCA makes direct deliveries of Contract Waste in accordance with this Agreement; and (b) each facility used by the Contractor in the provision of the Services (excluding the Interface Sites) for the disposal of Contract Waste; |

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| “Contractor Vehicle” | means a vehicle used by the Contractor or any of its Sub-Contractors in the provision of the Services for the purposes of transporting Contract Waste; |
| “Deduction Category” | means the category assigned to an individual Performance Criteria as set out at column 1 of Table 1 of this Schedule 1 Part 2 (Performance Measurement Framework) both for the purposes of awarding Performance Deductions and Performance Points; |
| "Fire Safety Plan" | means the fire safety plan set out in the SDP; |
| “Health, Safety and Welfare Plan” | means the health safety and welfare plan set out in the SDP; |
| "HWRC Network" | means the network of HWRC's set out in Table 3 of this Schedule 1 Part 1 (Output Specification); |
| “HWRC Permit System” | means the permitting system set out in Annex A to this Schedule 1 Part 1 (Output Specification) in order to control access to and use of the HWRC sites; |
| “ISMS” | means the integrated service management system as set out in the SDP; |
| “Key Targets” | has the meaning given in paragraph 11 of Schedule 5 (Payment Mechanism); |
| "List A" | means the list referred to as such in the Reactive Maintenance Plan as set out in the SDP; |
| "List B" | means the list referred to as such in the Reactive Maintenance Plan as set out in the SDP; |
| "Litter Code of Practice" | means the litter code of practice set out in the SDP; |
| "Materials Marketing Plan" | means the materials marketing plan set out in the SDP; |
| “Monitoring Frequency” | has the meaning specified at column 4 of Table 2 of this Schedule 1 Part 2 (Performance Measurement Framework); |
| "Monitoring and Performance Reporting Plan" | means the monitoring and performance reporting plan as set out in the SDP; |
| “Monthly Monitoring Report” | means the report to be issued by the Contractor to the Authority in accordance with clause 26 of the Project Agreement and in the format set out in Schedule 36 (Reporting Proformas); |
| “Offtaker” | means a Landfill operator or a recipient of Waste Derived Products or a third party recipient of Contract Waste; |
| “Performance Criteria” | means the criteria set out at column 3 of Table 2 of this |

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| | Schedule 1 Part 2 (Performance Measurement Framework); |
| “Performance Failure” | has the meaning given in paragraph 1.3 of this Schedule 1 Part 2 (Performance Measurement Framework); |
| “Performance Failure Rectification Plan” | means the rectification plan required by the Authority pursuant to paragraph 1.9 of this Schedule 1 Part 2 and containing the minimum requirements set out in paragraph 1.9.4 of this Schedule 1 Part 2 (Performance Measurement Framework); |
| “Performance Points” | means the performance points referred to as such in Table 1 of Schedule 1 Part 2 (Performance Management Framework); |
| “Personnel” | means the employees of the Contractor or the Operating Contractor or any Sub-Contractor engaged in the provision of the Services; |
| “Reactive Maintenance Plan” | means the plans for reactive maintenance in relation to Waste Management Facilities set out in the relevant parts of the SDP; |
| “Rectification Period” | means the time period as set out at column 6 of Table 2 of this Schedule 1 Part 2 (Performance Measurement Framework); |
| “Service Failure Notice” | means a notice issued to the Contractor by the Authority as set out in paragraph 1.10 of this Schedule 1 Part 2 (Performance Measurement Framework); |
| “Special Part” | a part of a weighbridge which the Contractor could not reasonably be expected to procure delivery of from a reputable supplier to the relevant Site within ten (10) hours during Opening Hours; |
| “Third Party Waste Vehicle Acceptance Procedure” | means the procedure for the acceptance of vehicles delivering Third Party Waste as set out in the SDP; |
| “Traffic Management Plan” | means the traffic management plan to be developed by the Contractor and set out in the SDP; |
| “TS” | has the meaning given to it in paragraph 0 of this Schedule 1 Part 1. |

INTRODUCTION & GENERAL REQUIREMENTS

Introduction

This Schedule 1 Part 1 of the Project Agreement sets out the Authority's requirements in relation to the Works and Services, which the Contractor shall provide pursuant to the Project Agreement. Schedule 1 Part 1 is divided into the following parts:-

Targets;

The Works at the New Facilities;

Service Output 1 (SO 1) – Authority Support;

Service Output 2 (SO2) – Reception, Transfer, Treatment and Disposal;

Service Output 3 (SO 3) – Household Waste Recycling Centres;

Service Output 4 (SO 4) – Marketing of Reclaimed Materials and Waste Derived Products;

Service Output 5 (SO 5) – Asset Management and Information;

Service Output 6 (SO 6) – Health Safety and Welfare.

Unless expressly defined in Schedule 1, capitalised words and phrases shall have the meaning given in the Project Agreement.

Unless otherwise provided, references in this Schedule 1 to clauses and Schedules shall be references to clauses and Schedules in the Project Agreement.

Unless otherwise provided, references to Parts, Sections, Tables and Appendices shall be references to Parts, Sections, Tables and Appendices in Schedule 1.

Subject to all the express provisions of the Project Agreement, the Contractor shall perform the Works and Service in accordance with this Output Specification.

Paragraph headings and captions in the body of this Schedule 1 Part 1 (Output Specification) form part of this Agreement and shall be taken into account in its construction or interpretation.

Service Delivery Plan

This Output Specification refers to a Service Delivery Plan ("SDP"). The Contractor's method statements to meet the requirements of this Output Specification shall be set out in Schedule 2 (SDP).

General

The Contractor shall receive, treat, recycle, transport and dispose of all Contract Waste in an environmentally and economically sustainable manner which is consistent with:-

the Authority's waste strategy aimed at fulfilling its statutory obligations under the EPA, Sections 48(1) and 51(1);

the Authority's strategy to achieve the following:-

the Biodegradable Contract Waste Landfill Tonnage Bonus Threshold; and

the Active Waste Standard; and

the HWRC Target Recycling and Composting Rate,
as set out in Schedule 5 (Payment Mechanism).

The Services shall be in accordance with the national, regional and local policy framework for the management of Household Waste.

Scope of the Services

The scope of the Services comprises:-

to manage, maintain and operate an effective HWRC Network and ensure the quantum of Contract Waste sent to Landfill, for disposal, from the HWRC Network does not exceed a defined percentage of the Contract Waste received at the HWRC Network, and ensure the Key Targets are met;

to provide for the reception, handling, pre-treatment and disposal of Contract Waste, including the reception, recycling, treatment and disposal of Specific Waste Items as set out in Schedule 5 (Payment Mechanism);

the management, storage, treatment, sale, removal, transportation and disposal of all reclaimed materials, Waste Derived Products and Residues arising from the treatment of Contract Waste received;

the provision of Landfill Services; and

the provision of Transfer Stations ("TS").

TARGETS

Required Outcomes

From the Commencement Date the Contractor shall procure the Works and provide the Services to meet the Key Targets set out in Schedule 5 (Payment Mechanism).

THE WORKS AT THE NEW FACILITIES

General

The Contractor shall carry out the design, construction, commissioning and testing of the Works in accordance with the requirements set out in this Output Specification.

The Contractor shall procure Works which are designed, constructed, commissioned and tested and capable of:-

safely receiving, storing, processing, transferring and treating all Contract Waste brought to the Waste Management Facilities by or on behalf of the Authority or transferred between Waste Management Facilities, the TS and Landfill Sites by the Contractor to meet the Key Targets set out in Schedule 5 (Payment Mechanism);

producing recyclable material or residual waste material suitable for removal and transportation by the Contractor;

complying with all applicable regulations, guidance, health and safety Legislation, Good Industry Practice and Necessary Consents; and

where applicable, complying with all relevant Environment Agency guidance notes.

The Contractor shall provide materials, equipment, plant, machinery and other goods necessary to carry out the Works of sound and satisfactory quality. All workmanship, manufacture or fabrication shall meet all relevant British or EU standards or equivalent.

The New Facilities shall be designed to provide a safe working environment for Personnel and other users of the Sites and the Services.

New Facility Performance Requirements

The Contractor shall design, construct, commission and test the New Facilities so that they are available to receive Contract Waste on, or before the Target Service Availability Date for each New Facility.

The Contractor shall provide the Nominal Annual Waste Treatment Capacity as set out in Table 1 below:-

| Table 1 - Waste Treatment Capacity | |
|---|--|
| Facility | Nominal Annual Waste Treatment Capacity |
| Carlisle Ecodeco Plant | 75,000 tonnes/year |
| Barrow Ecodeco Plant | 75,000 tonnes/year |

Reception Requirements – at the New Facilities

The Contractor shall provide New Facilities that shall be suitable for the reception of Contract Waste by all Authorised Vehicles likely to be delivering Contract Waste to the New Facilities. This shall include the provision of suitable entry and exit routes at such New Facilities.

All waste reception and handling areas at the New Facilities will be provided with adequate traffic control and safety barrier systems, lighting, CCTV capable of being viewed remotely by the Authority, drainage, effluent treatment, litter abatement, ventilation, odour and dust suppression equipment. In the case of remote viewing of CCTV pictures by the Authority and where access to a suitable high speed internet connection, or similar, is not currently available, this requirement may be deferred until such time as such access becomes available.

The New Facilities shall be designed and constructed to ensure that all waste processing treatment and product storage takes place within confined or enclosed spaces with all necessary and appropriate environmental controls provided. Indoor reception, storage, and all enclosed waste and materials processing facilities/areas will be provided with ventilation and systems to ensure insects,

dust and odours are controlled to the standards required by the relevant Necessary Consents.

The New Facilities shall be designed and constructed to enable all vehicles delivering Contract Waste to achieve a turnaround time from arriving at a Site, including for the avoidance of doubt, entering the Site, being weighed, being monitored, discharging the Contract Waste and being reweighed prior to leaving the Site of fifteen (15) minutes, weighbridge to weighbridge.

The New Facilities shall include suitable storage facilities for Contract Waste of a size and volume which are capable of storing up to four (4) days' average Contract Waste delivered to the New Facility by or on behalf of the Authority.

Where Contract Waste is discharged onto an enclosed concrete apron, this shall be flat and level and be of such a size as to permit a safe degree of segregation between vehicles and the waste handling mobile plant.

The New Facilities shall include provisions for a quarantine area and for the reception of vehicles and/or Waste arriving on Site containing Hazardous Materials or Hazardous Waste or where smouldering loads present a risk of fire. The quarantine area shall also be suitable for the storage of loads of Contract Waste that have been rejected in accordance with Schedule 32 (Waste Acceptance Protocol).

The New Facilities shall include all necessary storage and material handling equipment to facilitate storage and/or removal of all Contract Waste.

Each New Facility shall be able to receive and safely store Contract Waste in accordance with the SDP.

Weighbridge Requirements at the New Facilities

The New Facilities shall include facilities to monitor, weigh and electronically record each load and vehicle bringing or delivering Contract Waste, transferring Contract Waste, disposing of Contract Waste and receiving any Third Party Waste to/from the New Facilities or removing all Contract Waste and any Third Party Waste or Waste Derived Products from the Site(s). The information to be recorded shall as a minimum be that required by the Contractor for the purpose of meeting its reporting obligations under the Agreement.

All weighbridges provided at the New Facilities shall have an automated number plate recognition system.

All weighbridges provided at the New Facilities shall be capable of recording weights to a recognised industry standard in tonnes, and to at least twenty (20) (kilograms).

Welfare Facilities at all Waste Management Facilities

Personnel working on Site shall be provided with access to a full range of welfare facilities including changing rooms, showers, toilets and associated facilities provided at each Site.

Welfare facilities are to be provided before any Works commence in accordance with the requirements of the CDM Regulations.

Civil and Building Works Specification

The Contractor shall adopt and implement a recognised industry standard civil and building works specification for the design, construction, commissioning and testing of the Works.

Mechanical and Electrical Specifications

The Contractor shall adopt and implement a recognised industry standard mechanical and electrical works specification in the SDP for the design, construction, commission and testing of the Works.

Existing Structures and Infrastructures

The Contractor shall be responsible for identifying and undertaking all enabling works necessary to ensure the Site(s) is/are suitable for the Works.

The Contractor shall carry out all necessary demolition of existing structures and make safe redundant infrastructure on the Site(s) in accordance with BS6187:2000.

The Contractor shall be responsible for undertaking remediation or removal of any contaminated waste, material or land required in order to deliver the Works.

The Contractor shall be fully responsible for and carry out any protection and diversion works associated with any existing infrastructures located on and/or adjacent to the Site(s) required for the construction of the New Facilities.

The Contractor shall ensure continuity of utility supplies to any adjoining properties in so far as they may be affected by the Works. This shall include but not be limited to gas, electricity, water, sewerage and communications services.

The Contractor shall ensure that adequate temporary works, retaining walls and/or support to excavated faces are provided to support any Adjoining Property and/or structures during the carrying out of the Works including but not limited to any diversion or relocation of existing infrastructure associated with the development of the Sites.

The Works shall meet all applicable statutory requirements such that operators of Authorised Vehicles, Authority Related Parties or visitors cannot gain access to areas or parts of the Site(s) that could cause harm or a risk to their health and safety.

Site(s) Access & Circulation

The Contractor shall design and construct the internal road and pedestrian area layout within the New Facilities to allow safe movement of vehicles and pedestrians and which meet health and safety legislation and Good Industry Practice.

The Contractor shall ensure that access to the New Facilities during the Works Period is maintained unobstructed at all times.

Authority Facilities during the Works Period

The Contractor shall provide for the Authority, at each New Facility during the Works Period, the following facilities:-

a secure office for the Authority's sole use, with heating, lighting and power, of 15m² with sufficient fixtures and fittings for an office;

access to washrooms including a shower cubicle;

access to toilets; and

access to parking for two (2) cars.

The Contractor shall procure that the New Facilities shall include for the Authority's sole use from the relevant Service Availability Date a permanent conference room/board room of at least 35m² including carpet, plastered and painted walls, heating and ventilation, lighting, electrical power supply, telecoms and internet connectivity/access and at each New Facility the Contractor will provide the Authority's Representative, staff and visitors with access to welfare facilities and parking for two (2) cars.

The Contractor shall provide sufficient parking space for visitors to enable up to six (6) cars or up to one (1) standard size coach to park within the boundaries of the Site for each New Facility.

Environmental Consideration and Nuisance Control during the Works Period

The Contractor shall use reasonable endeavours to minimise amenity impacts on the local population.

The Works shall, to the extent reasonably practical, be executed in such a way as to minimise nuisance and negative/detrimental environmental impact during construction, and be designed and constructed to minimise nuisance and negative/detrimental environmental impact during the Contract Period including but not limited to the impact of:-

light;

noise;

vermin and other pests;

litter;

flies;

dust;

emissions;

odour; and

traffic.

Nuisance levels and negative/detrimental environmental impact levels shall be no worse than those described and detailed in the conditions contained within the Necessary Consents.

Construction Requirements

During the Works Period, the Contractor shall not use or occupy the Site(s) upon which the Works are being undertaken or allow the Site(s) to be used or occupied for any purpose other than the carrying out of the Works.

The Contractor shall develop and implement a Waste Management Plan in accordance with the Site Waste Management Plans Regulations 2008 and the SDP ("Waste Management Plan") for each Site and, at its own cost, transport all surplus materials arising from the Works and arrange for the recycling or disposal of the same at such places as may lawfully be used for recycling or disposal and the Contractor shall ensure that such materials will not cause or give rise to pollution of the environment as defined by Section 29(3) of the EPA.

The Contractor shall not permit the storage of materials or the parking of vehicles in the immediate external vicinity of the boundaries of the Site(s) by the Contractor or any 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 Contractor's Works Proposals.

The Contractor shall comply with all prescribed vehicle routes set out in the applicable Planning Permission for each New Facility.

Operating Manuals

The Contractor shall provide a comprehensive set of operating manuals for each of the New Facilities on or prior to the relevant Service Availability Date. The operating manuals shall be in sufficient detail to enable all New Facilities and their associated systems to be operated effectively and safely by those authorised to use them.

Commissioning

The Contractor shall develop a detailed commissioning and testing plan based on the draft Commissioning and Testing Plan included in the Contractor's Works Proposals.

The Contractor shall submit to the Authority as a Submitted Item (as such term is defined in Schedule 8 (Review Procedure)) a detailed commissioning and testing plan at least three (3) months prior to the relevant Target Practical Completion Date for a New Facility.

The Contractor shall carry out the commissioning in accordance with the commissioning and testing plan.

Communications / Public Relations

The Contractor shall put in place and operate throughout the period up to the final Service Availability Date, a communication strategy which:-

identifies those likely to be affected by the Works;

identifies likely concerns and takes appropriate steps to mitigate these concerns; and

records all complaints and comments (verbal or otherwise) letters or notices from any member of the public or statutory authority.

The Contractor shall develop for the period of the Works a Community Liaison Plan that addresses the requirements of paragraph 0.

Construction Commissioning and Testing Phase Reporting

Within the Monthly Monitoring Report the Contractor shall provide a monthly works report detailing all aspects of the development of the Works including their construction, commissioning and testing.

SERVICE OUTPUT 1 (SO 1) – AUTHORITY SUPPORT

Promotional Visits

The Contractor shall on five (5) Working Days' notice by the Authority, or such longer notice period as agreed between the Authority and the Contractor, staff and manage promotional tours of the Waste Management Facilities. The Contractor shall staff and manage up to six (6) such promotional tours at any Waste Management Facility per calendar year provided that no more than one promotional tour may take place on any given day and all promotional tours shall take place during Monday to Friday in daylight hours. In the event that the Contractor is unable to accommodate a proposed date for any promotional tour at a Waste Management Facility due to health and safety considerations, the reasons for such shall be set out in writing to the Authority with a proposed alternative date for the tour. For the avoidance of doubt, promotional tours of the Resource Parks may be requested by the Authority following the relevant Service Availability Date only.

Not used.

Branding

The Contractor shall develop and maintain a Branding Strategy in relation to the Waste Management Facilities to be agreed by the Authority as part of the SDP.

From the first anniversary of the Commencement Date, the Contractor shall comply with the Branding Strategy.

The Contractor shall ensure that all vehicles, uniforms, reports and customer facing material is in compliance with the agreed Branding Strategy and clearly marked with the Authority's logo in full accordance with the agreed Branding Strategy.

Customer Enquiries and Customer Interface

The Contractor shall produce maintain and implement a Complaints Management Procedure as set out in the SDP. The Complaints Management Procedure will interface with the Authority's Compliments, Comments and Complaints

Procedure and will be approved by the Authority. The Complaints Management Procedure will include a procedure for responding to and resolving each complaint including the provision of a copy/written account to the Authority of any correspondence, communications and subsequent actions in relation to such complaints.

The Contractor shall monitor and record all complaints received through any media (including verbal complaints) by the Contractor in accordance with the Contractor's Complaints Management Procedure.

The Contractor shall maintain and make readily available to site users and the Authority a site record book at each Waste Management Facility and TS to enable site users and others to:-

record comments;

enter details of complaints received on site; or

enter incidents relevant to the user and/or customer and/or the Authority.

The Contractor shall maintain and make readily available to Personnel and the Authority, a site diary at each Waste Management Facility and TS, to enable Personnel and others to:-

record comments;

enter details of complaints received on site; or

enter incidents relevant to user and/or customer and/or the Authority.

The Contractor shall advise the Authority within one (1) hour of receiving any complaint (including verbal complaints) at a Waste Management Facility and TS and respond to all comments or complaints received from the public within the agreed timescales set out in the Complaints Management Procedure. The Contractor shall follow up all verbal comments in writing to the Authority within two (2) Working Days.

The Contractor shall produce, maintain and implement a "Code of Conduct – Engagement with the Public" in the SDP, for all Personnel engaging with the public. The "Code of Conduct – Engagement with the Public" shall include a code to prevent the sale of Waste, fraud and/or misuse of resources at a Waste Management Facility.

Community Liaison Plan

The Contractor shall develop and set out in the SDP a plan setting out how it will liaise with the community ("Community Liaison Plan"), for agreement with the Authority, for each Waste Management Facility. The Contractor shall develop and maintain a Community Liaison Plan for each TS in accordance with the requirements of paragraph 0 below.

Each Community Liaison Plan shall as a minimum:-

identify stakeholders likely to be affected by the Works and/or Services;

identify the likely concerns of stakeholders and the steps the Contractor will take to mitigate these concerns;

set out how the Contractor will consult and address these issues with all stakeholders affected or concerned by the development and/or operation of Waste Management Facilities where relevant;

set out the type of communication methods to be used, outlining scope and purpose;

set out the frequency and timetable for communication;

set out when, how often and under what circumstances the media would be approached by the Contractor;

set out the general procedures for handling questions, complaints and protests;

include the provision for the Authority to determine if an Advisory Panel is required for a Site used in the delivery of the Works and/or Services;

the Complaints Management Procedure; and

how equality and disabled access shall be dealt with.

Not used.

The Community Liaison Plans required for the operation and maintenance of HWRCs shall be in Agreed Form prior to the Commencement Date.

The Community Liaison Plans required for the operation and maintenance of a Resource Park shall be in Agreed Form prior to the relevant Service Availability Date for the Resource Park.

The Contractor shall ensure that:-

the Community Liaison Plan complements the Authority's equivalent plans; and

all Personnel and key sub-contractors are inducted and trained in community liaison procedures set out in the Community Liaison Plan.

Each Community Liaison Plan shall be reviewed and updated at least annually to reflect any necessary changes.

Should an Advisory Panel be required, the Contractor shall contribute to that Advisory Panel through the provision of an appropriate representative at Advisory Panel forums, as set out in the SDP. Advisory Panel forums shall be convened within ten (10) Working Days' notice of such forum meeting and the representative shall be in attendance for a maximum of two (2) hours for each meeting, provided the representative is not required to attend more than one (1) meeting per week.

Not used.

Appropriate methods of communication shall be provided to enable the engagement of the whole population of Cumbria irrespective of age, culture, ethnicity, ability, social and economic background. For clarity, media in languages other than English shall be produced only at the request of the Authority and, in any circumstance this requirement will not be more onerous than the Authority's own extant policy. When required, the Authority will make its translation services available to the Contractor at cost.

Community representatives must have the opportunity to meet representatives of the Contractor for up to two (2) hours within ten (10) Working Days from the date of receipt of an application in writing. Such access shall be limited to a maximum of three (3) meetings per Month.

Not used.

All public documents and public reports in relation to the Services shall be provided to the Authority electronically within five (5) Working Days of a request for such information by the Authority's Representative.

The Contractor shall support the Authority in undertaking public interface initiatives at any HWRC and distribute information developed and provided by the Authority to members of the public.

The Contractor shall provide information boards, at each HWRC which advertise, as a minimum, the achievements in recycling at that HWRC, and materials that can be separated. As such information is updated monthly, the system must be sufficiently flexible to accommodate these changes. The boards shall also clearly set out how comments from the public and other stakeholders may be received and details of any Advisory Panel associated with that HWRC.

SERVICE OUTPUT 2 (SO 2) – RECEPTION, TRANSFER, TREATMENT AND DISPOSAL OF CONTRACT WASTE FROM RELEVANT AVAILABILITY DATE

Landfill Services

The Contractor shall provide Landfill Sites able to meet the requirements of this Agreement.

Where the Contractor wishes to dispose of Contract Waste to Landfill, the Contractor shall only utilise Landfill Sites which are operated in accordance with all Necessary Consents. Such Landfill Sites shall have the capacity to accurately record via calibrated weighbridges the tonnage of Contract Waste received from the Contractor.

Not used.

The Contractor shall copy to the Authority the EP for each and every Landfill Site and any subsequent modifications within one (1) Month of their receipt by the Contractor.

Not used.

The Contractor shall ensure a turnaround time of no greater than thirty (30) minutes for Authorised Vehicles delivering Contract Waste to a Landfill Site weighbridge to weighbridge.

Not used.

Authorised Vehicles delivering Contract Waste to a Landfill Site shall be given equal priority to other vehicles at all times.

Transfer Station Service

The Contractor shall provide TS able to meet the requirements of this Agreement.

The Contractor shall obtain and copy to the Authority the Necessary Consents for each TS and any subsequent modifications.

Authorised Vehicles delivering Contract Waste to a TS shall be given equal priority to other vehicles at all times.

The Contractor shall ensure a turnaround time of no greater than fifteen (15) minutes for Authorised Vehicles at the TS, weighbridge to weighbridge.

The Contractor shall provide TS that shall be suitable for the reception of Contract Waste by all Authorised Vehicles likely to be delivering Contract Waste to a TS.

The Contractor shall take reasonable steps to ensure the security of the TS site and the safe movement of vehicles and pedestrians within the TS site during Opening Hours in accordance with health and safety legislation and Good Industry Practice. The TS shall have clear signage indicating access and egress and suitable levels of artificial illumination and shall be provided with a CCTV Monitoring Service.

Each TS shall include facilities so that all waste processing treatment and product storage takes place within confined or enclosed spaces with all necessary and appropriate environmental controls provided. Indoor reception, storage and all enclosed waste and materials processing facilities and/or areas will be provided with ventilation and systems to ensure insects, dust and odours are controlled as required by the relevant Necessary Consent.

Each TS shall include suitable storage facilities for Contract Waste of a size and volume capable of storing up to four (4) days' average Contract Waste delivered to the TS by or on behalf of the Authority.

Where Contract Waste is discharged onto an enclosed concrete apron, this shall be flat and level and be of such a size to permit a safe degree of segregation between vehicles and the waste handling mobile plant.

The TS shall include provisions for a quarantine area and for the reception of vehicles and/or Waste arriving at the TS containing Hazardous Materials or Hazardous Waste or where smouldering loads present a risk of fire. The quarantine area shall also be suitable for the storage of loads of Contract Waste that have been rejected in accordance with Schedule 32 (Waste Acceptance Protocol).

Each TS shall include all necessary storage and material handling equipment to facilitate storage and/or removal of all Contract Waste.

No Authorised Vehicle or Contractor Vehicle carrying Contract Waste shall be allowed to exit a TS in a condition where it may deposit any detritus on the highway or allow the escape of any waste material.

Each TS shall be able to receive and safely store all Contract Waste separate from Non-Contract Waste. Contract Waste and Non-Contract Waste shall not be mixed.

The Contractor shall submit to the Authority as a Submitted Item (as such term is defined in Schedule 8 (Review Procedure)) a SDP for a TS at least six (6) months prior to the relevant Availability Date for a TS as set out in column 3 of Table 2 below.

The Contractor shall ensure that each TS is maintained in accordance with the SDP.

Resource Parks

The Contractor shall obtain and copy to the Authority the Necessary Consents for each Resource Park and any subsequent modifications within one (1) Month of their receipt by the Contractor.

Authorised Vehicles delivering Contract Waste to a Resource Park shall be given equal priority to other vehicles at all times.

Not used.

The Contractor shall take reasonable steps to ensure the security of the Resource Park site and the safe movement of vehicles and pedestrians within the Resource Park site during Opening Hours in accordance with health and safety legislation and Good Industry Practice. The Contractor will provide a CCTV Monitoring Service at each Resource Park.

Each Resource Park shall be operated and maintained so that all waste processing treatment and product storage takes place within confined or enclosed spaces with all necessary and appropriate environmental controls provided. Indoor reception, storage and all enclosed waste and materials processing facilities and/or areas will be operated with ventilation and systems to ensure insects, dust and odours are controlled to the standards required by the relevant Necessary Consent.

The Contractor shall provide such assistance as is reasonably required to assist the Authority and Authority Related Parties in the unloading of Contract Waste commensurate with the design and operation of the Resource Park as set out in the SDP, subject to the Authority and any Authority Related Parties' obligations to ensure that Authorised Vehicles are properly staffed, operated and maintained.

No vehicle shall be allowed to exit a Resource Park in a condition where it may deposit any detritus on the highway or allow the escape of any waste material.

The Contractor shall ensure that a maximum turnaround time per Authorised Vehicle delivering Contract Waste at a Resource Park or a facility used for the disposal

of Specific Waste Items where such a facility includes a weighbridge, is fifteen (15) minutes, weighbridge to weighbridge.

Each Resource Park shall be able to receive and safely store Contract Waste in accordance with the SDP.

The Contractor shall ensure that each Resource Park is maintained in accordance with the SDP.

Operational Interface

The Contractor shall ensure that the Authority and Authority Related Parties are able to deliver Contract Waste to the Contractor in a safe manner in accordance with Good Industry Practice.

Opening Hours at the Interface Sites

The Contractor shall ensure that from the relevant date specified in column 3 of Table 2 below the Interface Sites are available to receive Contract Waste during the following Opening Hours as a minimum:-

| Table 2 - Interface Sites Opening Hours | | |
|--|--|---|
| Facility | Opening Hours | Availability Date |
| Northern Resource Park | 08:00 to 16:00 Monday to Friday | Target Service Availability Date for the Northern Resource Park |
| Flusco TS | 08:00 to 16:00 Monday to Friday | Target Practical Completion Date for the Northern Resource Park |
| Distington TS | 08:00 to 16:00 Monday to Friday | Target Practical Completion Date for the Northern Resource Park |
| Southern Resource Park | 08:00 to 16:00 Monday to Friday | Target Service Availability Date for the Southern Resource Park |
| Landfill Sites | 08:00 to 17:00 Monday to Friday (subject to paragraph 0 below) 08:00 to 12:00 Saturday | Commencement Date |

The Contractor shall receive Contract Waste at the Interface Sites outside the Opening Hours where requested by the Authority, given reasonable notice of any such request by the Authority, and as set out in the SDP, provided that:-

the Contractor has in place or has been able to obtain any Necessary Consents and approvals from a Relevant Authority; and

the relevant Interface Site has, or can secure, adequate storage capacity.

Subject to paragraphs 0 and 0, Interface Sites shall be available for the reception of Contract Waste on bank holidays and weekend days worked by WCAs in lieu of bank holidays except for Christmas Day, Boxing Day and New Years Day when requested by the Authority, provided that the Authority gives not less than twenty (20) Working Days' notice of such days to the Contractor.

Provision shall be made for emergency opening outside the Opening Hours to accommodate late deliveries by WCAs, or their sub-contractors or agents, or civil emergencies caused by exceptional events.

Subject to paragraphs 0 and 0, Interface Sites should be open on Saturdays and Sundays by prior arrangement with the Authority provided that the Authority gives not less than twenty (20) Working Days' notice to the Contractor on a scheduled basis to accommodate additional general collection campaigns or events.

The Opening Hours for Bennett Bank Landfill Site shall be 08:00 to 16:30 from Monday to Friday and 08:00 to 12:00 on Saturday's. The Opening Hours for Landfill Sites in the months of November, December, January and February shall be 08:00 to 16:00 from Monday to Friday and 08:00 to 12:00 on Saturdays.

Waste Reception

The Contractor shall implement and operate the Authorised Vehicle Acceptance Procedure for each occurrence where Contract Waste is delivered to the Interface Sites, including Contract Waste delivered to the Interface Sites in a vehicle not previously notified in advance to the Contractor as an Authorised Vehicle.

In accordance with Schedule 32 (Waste Acceptance Protocol) the Contractor shall quarantine all Contract Waste and Third Party Waste that it considers to be unsuitable for processing. The Contractor shall inform the Authority that Contract Waste and/or Third Party Waste has been quarantined. The Contractor shall comply with its procedure for inspecting, testing, removing from Site or treating all quarantined Contract Waste, and ensuring its safe and lawful disposal.

The Contractor shall assist in the search for lost property at an Interface Site as necessary or as instructed by the Authority. This shall include the provision of an area suitable for the discharge of waste loads in order to enable a search by the Contractor. The search protocols to be adopted by the Contractor shall be set out in the SDP.

The Contractor shall provide and comply with a Third Party Waste Vehicle Acceptance Procedure as set out in the SDP.

SERVICE OUTPUT 3 (SO3) – HOUSEHOLD WASTE RECYCLING CENTRES

General

The Contractor shall be required to manage, operate and maintain the HWRC Network to meet the requirements of this Agreement.

Operational Interface

The Contractor shall operate each and every HWRC in a manner such that the public and any authorised third party are able to deliver Contract Waste for treatment in a safe manner.

Opening Hours

The Contractor shall operate, manage and maintain the HWRC Network set out in the Table 3 below for the reception and segregation of Contract Waste for its re-use, recycling, composting, recovery and disposal and to support the Authority's obligations under the EPA (Section 51).

| Table 3 - HWRC Network Opening Hours | | | |
|---|---------------------------------|--|----------------------|
| Site Name / Location | Days to be Open per Week | Days per week | Opening Hours |
| Glasson / Maryport | 7 | Monday – Sunday | 08.00 – 18.00 |
| Clay Flats / Workington | 7 | Monday – Sunday | 08.00 – 18.00 |
| Yeathouse / Frizington | 7 | Monday – Sunday | 08.00 – 18.00 |
| Syke Park / Wigton | 4 | Tuesday / Thursday / Saturday / Sunday | 08.00 – 18.00 |
| Bousteads Grassing / Carlisle | 7 | Monday – Sunday | 08.00 – 18.00 |
| Flusco / Penrith | 7 | Monday – Sunday | 08.00 – 18.00 |
| Rothay Holme / Ambleside | 7 | Monday – Sunday | 08.00 – 18.00 |
| Canal Head / Kendal | 7 | Monday – Sunday | 08.00 – 16.00 |
| Guides Lot / Grange-over-Sands | 3 | Thursday / Friday / Saturday | 08.00 – 16.00 |

| Table 3 - HWRC Network Opening Hours | | | |
|---|---------------------------------|--|----------------------|
| Site Name / Location | Days to be Open per Week | Days per week | Opening Hours |
| Morecambe Road / Ulverston | 7 | Monday – Sunday | 08.00 – 18.00 |
| Project Furness / Barrow | 7 | Monday – Sunday | 08.00 – 18.00 |
| Red Hills / Millom | 5 | Friday / Saturday / Sunday / Monday / Thursday | 08.00 – 16.00 |
| Hobson's Lane / Kirkby Stephen | 4 | Friday / Saturday / Sunday / Monday | 08.00 – 18.00 |
| Brampton | 6 | Friday / Saturday / Sunday / Monday / Wednesday / Thursday | 10.00 – 18.00 |

Subject to the terms of the Necessary Consents, the Contractor shall ensure that all HWRCs are open for both vehicular and pedestrian access to receive Contract Waste delivered by the public each and every day as set out in Table 3, except 25 December, 26 December and 1 January. For the avoidance of doubt the site entrance gate to any HWRC should be closed at the specified time with an additional allowance of fifteen (15) minutes after the closing time specified in Table 3 above in order to allow the completion and discharge of any delivery of Household Waste by a member of the public.

Waste Reception

The Contractor shall manage, operate and maintain all HWRCs to proactively encourage segregation of delivered Household Waste and to deliver re-use, recycling and composting of the Contract Waste received.

The Contractor shall equip and have in operation at each and every HWRC, facilities/containers for the segregated collection and/or deposit of Contract Waste, for disposal, recycling and reuse. These shall include as a minimum, unless otherwise agreed with the Authority (and/or described within the SDP), the following categories:-

Household Waste;

inert waste, rubble and soil;

paper, newspapers and magazines;

cardboard;

scrap metal;

plastics, including hard plastics;

ELFFs (fridges and freezers);

WEEE goods;

glass bottles and jars;

steel and aluminium cans (and aluminium foil);

clothing and shoes;

car batteries;

waste engine oil and cooking oil;

green garden waste;

wood and timber;

textiles;

DIY waste;

liquid cartons;

paint;

furniture;

tyres;

bicycles;

gas bottles;

household batteries;

fluorescent tubes;

bonded asbestos;

household chemicals, other hazardous waste arising as household waste and residual Contract Waste; and

gypsum.

All HWRCs shall be designated and authorised for the reception and storage of WEEE including being registered as Designated Collection Facilities ("DCF").

The Contractor shall comply with Legislation, relevant Authority Policies and Good Industry Practice.

Not used.

Not used.

The Contractor shall arrange for the transfer and further processing, recycling, reuse, composting, recovery and/or disposal of outputs from the HWRC Network.

Not used.

The Contractor shall assist in the search for lost property at a HWRC, if necessary, or as instructed by the Authority in accordance with the protocol set out in the SDP.

The Contractor shall annually review the SDP for each and every HWRC.

The Contractor shall operate all HWRCs in a manner that, at all times, a minimum of two (2) suitably qualified Personnel are on site to avoid single person working, save for where single person working has been agreed by the Authority at a HWRC as set out in the SDP.

Non Contract Waste and Permit Schemes

Subject to paragraph 0 below, the Contractor shall receive at each HWRC only Contract Waste delivered directly by members of the public except where otherwise expressly permitted in writing by the Authority's Representative and agreed by the Contractor.

The Contractor shall implement, and operate the Authority's current HWRC Permit System during Opening Hours to exclude the deposit of Waste by commercial operators at the HWRC Network unless otherwise requested in writing by the Authority as an Authority Change and agreed by the Contractor.

Storage

The Contractor shall provide at each HWRC sufficient receptacles for the reception of segregated reusable, recyclable, compostable materials, Hazardous Waste, other recoverable material and for residual Contract Waste, as set out in the SDP. All containers are to be branded in accordance with the Branding Strategy.

Signage

The Contractor shall ensure that signage is correctly utilised at each HWRC to optimise segregation of Contract Waste, traffic flow, minimise queues and address health and safety. These measures are to be maintained by the Contractor for each HWRC. All signs shall be of a common design across the HWRC Network as set out in the SDP and approved by the Authority.

The Contractor shall ensure that all sign layout and sign design, including temporary signage, is designed, manufactured and installed in accordance with the requirements of the SDP. All receptacles/containers should be clearly identified with bold signage (WRAP, or equivalent) to a recognised standard approved by

the Authority and are marked in accordance with the Branding Strategy. The format of all signage shall be agreed between the Authority and the Contractor before use, such agreement shall not be unreasonably withheld.

Signage shall be clearly visible to all users of the HWRCs and be maintained in a clean and serviceable condition free from corrosion and visible deterioration.

Public Access

The Contractor shall provide equal access to and use of HWRCs to all members of the public in compliance with Legislation, Necessary Consents, Authority Policies and Good Industry Practice. The Contractor shall provide Assisted Services when required or as necessary.

Traffic Management

The Contractor shall be required to develop and operate a comprehensive Traffic Management Plan for each and every HWRC operated as part of the Services. Each Traffic Management Plan shall address traffic management both within the curtilage of the Site to minimise queuing and on any access road leading to the Site and upon the public highway.

The Traffic Management Plan shall set out the procedures that set out how the Contractor shall optimise traffic flow through the HWRC and the particular steps the Contractor will take to manage traffic congestion within the Site.

Each Site shall be safely managed in a way to separate members of the public from operational plant, vehicles and machinery at all times. These measures are to be set out in the Traffic Management Plan.

SERVICE OUTPUT 4 (SO 4) – MARKETING OF RECLAIMED MATERIALS AND WASTE DERIVED PRODUCTS

General

The Contractor shall be responsible for the reception, management, sorting, processing, keeping, treatment, sale, removal, transportation and disposal of all Reclaimed Materials, Waste Derived Products and process residues derived from or arising from the provision of the Services by the Contractor.

The Contractor shall ensure that Reclaimed Materials, Waste Derived Products, by-products and residues derived from the Services are marketed, stored, handled and/or utilised and/or disposed of to optimise environmental, economic and social benefits in accordance with the Contractor's Materials Marketing Plan.

The Contractor shall carry out its operations and the Services in a manner that complies with the Contractor's Material Marketing Plan as set out in the SDP. The Materials Marketing Plan shall include continuity arrangements with alternative service providers in the event that the preferred Offtaker is unavailable. In the event that an alternative Offtaker is not specified within the Materials Marketing Plan the Contractor shall inform the Authority and provide all necessary supporting documentation within five (5) Working Days of the use of such Offtaker.

- The Contractor shall update as necessary the Contractor's Materials Marketing Plan and submit to the Authority such updates within the Monthly Monitoring Report.
- The Contractor shall review and update the Contractor's Materials Marketing Plan at least annually.
- The Contractor shall not be responsible for any Reclaimed Materials collected by the WCAs unless requested by the Authority via an Authority Change Notice.
- The Contractor shall provide the Services so as to minimise, as far as practicable, the exportation of Reclaimed Materials and/or residual wastes out of the administrative boundary of the Authority as set out in the Materials Marketing Plan.
- The Contractor shall notify the Authority with respect to any Contract Waste streams, including Reclaimed Materials that are proposed to be handled both within or outside of the UK mainland within five (5) Working Days of the use of such an Offtaker.
- The Contractor shall ensure that any Contract Waste, including Reclaimed Materials and Waste Derived Products, handled within or outside of the UK mainland is done so in full accordance with all local, national and international legislative requirements.
- The Contractor shall ensure that Contract Waste, including Reclaimed Materials and Waste Derived Products, shall not be transported outside of the UK for the purpose of Landfill disposal.
- The Contractor shall audit, at the commencement of any arrangement and annually thereafter, any operations, receiving, processing or disposing of Contract Waste, including those receiving Reclaimed Materials, in order to ensure that all Contract Waste handled is processed, treated, Recycled or Recovered appropriately, and in accordance with all legal requirements.

SERVICE OUTPUT 5 (SO 5) – ASSET MANAGEMENT AND INFORMATION

Asset Management Plan

- The Contractor shall develop, maintain and keep up to date an Asset Management Plan in accordance with the requirements of Schedule 23 (Asset Management Plan). The Asset Management Plan shall set out the procedures and timetable to be followed by the Contractor for lifecycle and planned maintenance and shall be reviewed annually by the Contractor and submitted to the Authority for approval in accordance with the procedure referred to in Schedule 23 (Asset Management Plan).
- The Contractor shall develop, maintain and keep up to date a set of operation and maintenance manuals for each and every Waste Management Facility (the "Operation and Maintenance Manuals").
- The Operation and Maintenance Manuals shall be in sufficient detail to enable every Waste Management Facility and their associated systems to be operated

effectively and safely by those authorised to use them. They shall be in an Agreed Form prior to contract award.

Modifications to the Operation and Maintenance Manuals shall be reviewed annually by the Contractor. Modifications shall be submitted to the Authority in accordance with the Review Procedure.

The Contractor shall operate and maintain all Waste Management Facilities in accordance with the Operation and Maintenance Manuals.

The Contractor shall develop, maintain and keep up to date a Reactive Maintenance Plan for each and every Waste Management Facility. The Reactive Maintenance Plan shall set out the procedures and timetable to be followed by the Contractor for Reactive Maintenance and shall, as a minimum, require the Contractor to rectify maintenance requirements at all Waste Management Facilities in a manner and speed, and to a standard of repair which is consistent with Good Industry Practice. The Reactive Maintenance Plan shall be reviewed annually by the Contractor and submitted to the Authority for approval. As a minimum the Reactive Maintenance Plan shall be required to:-

address each element of infrastructure on a Waste Management Facility that may require reactive repair or maintenance;

identify and differentiate circumstances under which identified elements will require either a critical or routine response under the Reactive Maintenance Plan;

set out under List A critical response circumstances;

set out under List B routine response circumstances;

set out the timescales for repair or maintenance listed under List A and List B.

Records

Not used.

Weighbridge Procedures

All Contract Waste, Third Party Waste and Waste Derived Products, shall, subject to paragraph 00 and 00 be weighed and recorded across calibrated weighbridges on receipt and transfer between all Interface Sites and Contractor Facilities. This shall include taking a tare weight for each Authorised Vehicle and Contractor Vehicle entering and leaving the Interface Sites and Contractor Facilities. The Contractor shall ensure that the same number of persons are present in a vehicle when taking the tare weight as were present when the loaded vehicle was weighed:-

In the absence of weighing equipment being available at any Interface Site or Contractor Facility all Contract Waste and Third Party Waste received at each Interface Site or Contractor Facility shall be transferred to be weighed at a specified Contractor or Sub-Contractor weighbridge notified to the Authority and in relation to which the Contractor has provided valid

calibration certificate, except where the Authority has agreed that a process of standard weights can be used as set out in the SDP.

The Contractor may, with the approval of the Authority's Representative, use in the delivery of the Services appropriate and suitably calibrated weighing equipment other than a weighbridge.

All weighbridges shall be capable of recording weights to a recognised industry standard in tonnes and to at least twenty (20) kilograms.

The Contractor shall weigh and record separately each vehicle load of Contract Waste, Third Party Waste, and Waste Derived Products.

Unless agreed otherwise pursuant to paragraph 0, the Contractor shall ensure that a weighbridge ticket shall be issued to the driver of each vehicle which transports Contract Waste and Third Party Waste, to or from any of the Interface Sites and Contractor Facilities and shall keep copies of such certificates for a minimum of six (6) years after the date of issue. Weighbridge tickets shall be available for inspection on demand. The driver of the vehicle shall be requested to sign the weighbridge ticket.

The Contractor shall operate a system to distinguish between Contract Waste and Third Party Waste.

In the event of breakdown of a weighbridge installation a valid and manual recording system that can also be audited shall immediately be instituted and maintained in operation until the weighbridge is again in normal operation. Such manual recording systems shall not be operational for more than ten (10) Opening Hours, unless otherwise agreed in writing by the Authority acting reasonably or in the event that a Special Part is required.

In the absence of the ability to directly weigh a waste stream, standard weights may be applied, as authorised by the Authority, eg furniture etc.

Not used.

Weighbridges and measuring equipment shall be maintained and calibrated by a suitably qualified independent third party in accordance with the manufacturer's guidelines. A valid calibration certificate shall be made available to the Authority within five (5) Working Days of a weighbridge coming into operational use.

Integrated Service Management System

The Authority requires a complete account of all Contract Waste, Third Party Waste and Waste Derived Products handled, recycled, reused, processed or otherwise disposed of, to enable it to track all Waste from the point of delivery of Contract Waste and Third Party Waste, Interface Sites and HWRCs to the point of final sale or disposal as set out in the Monitoring and Performance Reporting Plan.

The Contractor shall operate and maintain an ISMS which is capable of providing data in a format suitable for use by the Authority.

The Contractor shall ensure that the ISMS is electronically linked to the weighbridge systems at the Resource Parks. The ISMS will provide the Authority with all the information required to calculate payments under the Agreement, monitor contract performance and to comply with all the Authority's reporting requirements as required in the Monthly Monitoring Report. The tonnage to and from the receiving site of each end market treatment or disposal facility for Contract Waste shall also be recorded. In the event that the ISMS is unavailable and unable to record information in accordance with the requirements of this Output Specification it shall be updated within two (2) Working Days of identification of such failure.

Not used.

The Contractor shall ensure that at midday (12:00hrs) on the Friday of each week the ISMS accurately identifies and records the amounts and categories of Contract Waste, Third Party Waste and Waste Derived Products delivered to and removed from each Interface Site, HWRC and Contractor Facility used in the delivery of the Services in the preceding week (Saturday - Friday);

In the event that the ISMS does not accurately identify and record such information in accordance with the requirements of paragraph 00 above, the Contractor shall update the ISMS within two (2) Working Days.

Following the first anniversary of the Commencement Date, the Contractor shall record and report to the Authority in the Monthly Monitoring Report electronic data setting out the usage of each HWRC by members of the public during Opening Hours.

Not used.

The Contractor shall provide the Authority with all data in accordance with the requirements of 8.4.5(a) above. The data will be available for the Authority's use in excel or similar format.

The Contractor shall ensure that the ISMS provides audit trails and records to ensure effective monitoring of all Contract Waste, its movement through the Interface Sites and HWRCs and verification of invoices, timings and reports.

The Contractor shall ensure that all reports created in the ISMS for the purposes of reporting data and performance to the Authority are in Agreed Form.

The Contractor and the Authority shall arrange for an internal systems audit of the ISMS in order to verify its accuracy and efficacy by 1st May in each Contract Year starting on 1 May 2010.

The Contractor shall record each Performance Failure on the ISMS no later than one (1) day following the Performance Failure.

Not used.

Subject to express provisions to the contrary in this Agreement, all data, evidence and information relating to the Service, shall be made available to the Authority within one (1) week of a request from the Authority for such information.

Monitoring and Performance Reporting Plan

The Contractor shall provide, implement and maintain a Monitoring and Performance Reporting Plan which details how the Contractor will self monitor its operation and performance of the Service, including the gathering of accurate information and data, inspection responsibilities, monitoring schedules and reporting protocols.

The Contractor shall ensure that the Monitoring and Performance Reporting Plan includes as a minimum:-

how the ISMS will work, how it will make information available to the Authority systems, what information it will be able to collect and report on, and who is responsible for overseeing its accuracy and performance;

methods for identifying and recording weight of Contract Waste delivered to or removed from Interface Sites, HWRCs and Contractor Facilities;

the Contractor's proposed method of self monitoring, the frequency of such monitoring and the format of reports that are required under this Agreement;

a schedule of all information required by the Authority as set out in this Agreement to enable the Authority to verify compliance with the Agreement;

how full and detailed records are to be kept and maintained, and for how long, on all aspects of the Service; and

personnel roles and responsibilities for each aspect of the Monitoring and Performance Reporting Plan.

The Contractor's Monitoring and Performance Reporting Plan shall be reviewed at least annually.

Authority Training

Within two (2) months of the Commencement Date, the Contractor shall provide appropriate training, instruction and manuals to allow the nominated Authority's Representative and up to three (3) additional Authority personnel full understanding of the agreed use of the ISMS by the Authority as set out in the SDP. This training shall be provided by 1 May in each Contract Year.

Monthly Monitoring Reports

The Contractor shall provide a Monthly Monitoring Report on service performance and delivery in the format set out in Schedule 36 (Reporting Proformas).

SERVICE OUTPUT 6 (SO 6) – HEALTH & SAFETY, AND WELFARE

9A REQUIREMENTS AT THE WASTE MANAGEMENT FACILITIES

9A.1 Health Safety and Welfare at the Waste Management Facilities

- 9A.1.1 The Contractor shall develop and maintain a Health, Safety and Welfare Plan for Waste Management Facilities as part of the SDP.
- 9A.1.2 The Contractor shall be responsible for all aspects of the health, safety and welfare requirements necessary for the safe execution of the Works and performance of the Services.
- 9A.1.3 The Contractor shall manage all aspects of health, safety and welfare in order to minimise risks to construction Personnel, the operators of the Waste Management Facilities, collection vehicle crews, and the public visiting them, covering all Waste Management Facilities and their supporting systems, through the implementation of safe systems of work such as health, safety and welfare risk assessment, the SDP, work permitting systems and health, safety and welfare audits.
- 9A.1.4 The Contractor shall procure that all aspects of the Works and the Services (whether provided directly by the Contractor or by its Sub-Contractors) are the subject of a Health, Safety and Welfare Management Plan.
- 9A.1.5 The Contractor's Health, Safety and Welfare Management Plan shall comply with the requirements of OHSAS 18001 or equivalent.
- 9A.1.6 Not used.
- 9A.1.7 The Contractor and its Personnel shall adopt safe construction and working practices as laid down in all regulations and working rules that apply to its activities under the Agreement.
- 9A.1.8 Not used.
- 9A.1.9 The Contractor shall submit to the Authority a monthly and an annual Health, Safety and Welfare Report detailing accidents and dangerous occurrences reportable in accordance with Legislation and Guidance.
- 9A.1.10 The Contractor shall report to the Authority, within two (2) hours of occurrence, any accident involving a member of the public, and within one (1) Working Day of becoming aware of any accident becoming a RIDDOR reportable accident.
- 9A.1.11 The Contractor will meet with the Authority's Representative every month to review health, safety and welfare performance. The meeting is to be attended by the Contractor's Representative and the Contractor's health, safety and welfare manager(s).
- 9A.1.12 The Contractor shall provide all necessary first aid, health and safety equipment and training for Personnel at each of the Waste Management Facilities, commensurate with statutory requirements and Good Industry Practice.

- 9A.1.13 A copy of the site rules and conditions shall be prominently displayed at each Waste Management Facility and copies of the site rules and conditions shall be displayed to all Personnel and visitors.
- 9A.1.14 The Contractor shall ensure that all visitors to the Resource Parks are adequately inducted and provided with the necessary health, safety and welfare advice.
- 9A.1.15 The Contractor shall arrange for health and safety inspections at Waste Management Facilities and Contractor Facilities to be carried out in accordance with the Health, Safety and Welfare Management system set out in the SDP. A copy of each and every Health & Safety Inspection Report shall be provided to the Authority within ten (10) Working Days.
- 9A.1.16 The Contractor shall maintain up to date health, safety and welfare training records for all Personnel in accordance with this Agreement.
- 9A.1.17 The Contractor shall provide and maintain an appropriate range of safety equipment and emergency decontamination facilities at each Waste Management Facility in accordance with the SDP.
- 9A.1.18 The Contractor shall provide all Personnel and visitors to the Waste Management Facilities (excluding members of the public using HWRCs), with the appropriate protective equipment in accordance with the SDP.

9A.2 **Welfare Facilities at the Waste Management Facilities**

- 9A.2.1 The Contractor shall provide access to and maintain in clean hygienic and operational condition all welfare facilities including changing rooms, showers, toilets, washing facilities and associated facilities at the Waste Management Facilities suitable for all Personnel and other users.
- 9A.2.2 The Contractor shall maintain and provide all consumables that are reasonably necessary for the welfare facilities specified above.
- 9A.2.3 The Contractor shall maintain in clean hygienic and operational condition the facilities (excluding the car parking spaces) required under paragraph 0 and shall provide and maintain the car parking spaces required under paragraph 0, 0 and 0 of this Schedule 1 Part 1 (Output Specification).

9A.3 **Human Resources at the Waste Management Facilities**

- 9A.3.1 The Contractor shall employ sufficient Personnel to ensure that Services are provided in accordance with this Agreement.
- 9A.3.2 The Contractor shall provide the Authority with any information the Authority reasonably requests in relation to Personnel employed at the Waste Management Facilities within three (3) Working Days of such request being made.
- 9A.3.3 The Contractor shall ensure that each Waste Management Facility has a nominated site manager.

- 9A.3.4 The Contractor shall develop, and annually maintain, personnel procedures and policies covering all relevant matters including discipline, grievance, equal opportunities and health and safety at the Waste Management Facilities. These procedures and policies shall comply with all relevant legislation and Good Industry Practice and shall be issued to the Authority prior to the Commencement Date.
- 9A.3.5 The Contractor shall develop and maintain an appropriate and up-to-date induction programme for all Personnel employed at the Waste Management Facilities and the Contractor shall ensure all new Personnel involved in the delivery of the Services at the Waste Management Facilities undertake the induction programme prior to their commencement of work at the Waste Management Facilities.
- 9A.3.6 The Contractor shall ensure that all Personnel engaged in the delivery of the Services at the Waste Management Facilities are, in addition to the induction programme, at all times properly and adequately notified, trained, qualified, instructed and competent and the information recorded within their personal training records (including if practicable by way of continuing professional development) up to a level commensurate with their duties which shall be available to the Authority for inspection on demand, with regard to:-
- (a) the task that the individual has to perform;
 - (b) the safe use of vehicles and equipment in their charge;
 - (c) all the provisions of this Agreement relevant to the duties to be performed;
 - (d) the standing instructions and procedures, where relevant to the Services;
 - (e) all relevant Health and Safety hazards, rules, policies and procedures concerning health and safety at work and all other mandatory and statutory requirements;
 - (f) fire precautions and fire procedures; and
 - (g) the need for Personnel to show courtesy and consideration at all times.
- 9A.3.7 The Contractor shall ensure that all Personnel are in possession of the applicable statutory or other approved training certificates as evidence of this competence which shall be available to the Authority on demand.
- 9A.3.8 The Contractor shall ensure that all Personnel are properly dressed in appropriate uniforms and work wear (including protective clothing and footwear where required) and wear identification badges in accordance with the Branding Strategy, which shall include the persons' familiar name at all times while working in the Waste Management Facilities.
- 9A.3.9 The Contractor shall review its staffing position and provide, within the Annual Report, a description of any changes that have arisen during the course of the Contract Year, and the projected staff complement for the following Contract Year.

9A.4 **General “House Keeping” at the Waste Management Facilities**

- 9A.4.1 The Contractor shall provide a safe, clean and tidy environment at all Waste Management Facilities ensuring that the Site complies with the Litter Code of Practice.
- 9A.4.2 The Contractor shall control, contain and safely dispose of any liquid spillages in accordance with the SDP.
- 9A.4.3 The Contractor shall minimise Waste escaping from the Waste Management Facilities.
- 9A.4.4 In accordance with the Litter Code of Practice, the Contractor shall:-
- (a) remove any fly-tipping of Waste or litter from all access roads for the length of the Site access road up to fifty (50) metres;
 - (b) remove any fly-tipping of Waste or litter from land situated within fifty (50) metres of a Site boundary and to which the Contractor can obtain lawful access without the payment of monies,
- except that:-
- (c) in relation to the HWRCs at Frizzington and Millom, the Contractor shall:
 - (i) inspect and pick up litter and fly-tipping on the additional length of the access road including the verges as shown on the plans attached to the relevant Leases, but excluding the areas either side of the access road, twice daily on the days on which the HWRCs at Frizzington and Millom are open to the public;
 - (ii) carry out the first daily inspection at any time before 12.00 and the second daily inspection at any time after 14:00; and
 - (iii) record the time of each inspection in the site diary.
 - (d) in relation to the Resource Parks, the Contractor shall pick up litter in accordance with the SDP.
- 9A.4.5 The Contractor shall manage Waste collected in complying with the Litter Code of Practice as Contract Waste and shall take all reasonable measures to identify the person or persons responsible for the fly tipping or littering.
- 9A.4.6 The Contractor shall manage all Waste Management Facilities to prevent statutory nuisance and to minimise dust, noise, odour, vermin and flies. Compliance with these parameters shall be measured against criteria within the Necessary Consents for the Waste Management Facilities.

9B **REQUIREMENTS AT THE TRANSFER STATIONS**

This paragraph 9B shall not apply prior to the relevant availability date as set out in Table 2 above.

9B.1 **Health, Safety and Welfare at the Transfer Stations**

9B.1.1 The Contractor shall develop and maintain the TS Health & Safety Plan for approval by the Authority, such approval not to be unreasonably withheld or delayed.

9B.1.2 The Contractor shall be responsible for all aspects of the health, safety and welfare requirements necessary for the performance of the Services at the TS.

9B.1.3 The Contractor shall manage all aspects of health, safety and welfare in order to minimise risks to Personnel, the operators of the TS, collection vehicle crews covering all TS and their supporting systems through the implementation of safe systems of work such as health, safety and welfare risk assessment, service delivery plans, work permitting systems and health, safety and welfare audits.

9B.1.4 Not used.

9B.1.5 The Contractor's TS Health & Safety Plan shall comply with the requirements of OHSAS 18001 or equivalent.

9B.1.6 The Contractor shall submit to the Authority a monthly and an annual health, safety and welfare report detailing accidents and dangerous occurrences at the TS relating to the Services and reportable in accordance with Legislation and Guidance.

9B.1.7 Not used.

9B.1.8 A copy of the site rules and conditions shall be prominently displayed at each TS to all Personnel and visitors.

9B.1.9 The Contractor shall arrange for health and safety inspections at the TS to be carried out in accordance with the TS Health & Safety Plan set out in the SDP. A copy of each and every health and safety inspection report shall be provided to the Authority within ten (10) Working Days.

9B.1.10 Not used.

9B.1.11 Not used.

9B.2 **Welfare Facilities at the Transfer Stations**

The Contractor shall provide access to clean hygienic toilets and washing facilities suitable for use by the Authority Related Parties.

9B.3 **Human Resources at the Transfer Stations**

Not Used.

9B.4 **General Housekeeping at the Transfer Stations**

9B.4.1 The Contractor shall provide a safe, clean and tidy environment at all TS ensuring that the Site complies with the TS Litter Code of Practice as set out in the SDP.

- 9B.4.2 The Contractor shall control, contain and safely dispose of any liquid spillages.
- 9B.4.3 The Contractor shall minimise Contract Waste escaping from the TS.
- 9B.4.4 Not used.
- 9B.4.5 The Contractor shall manage the TS to prevent statutory nuisance and to minimise dust, noise, odour, vermin and flies. Compliance with these parameters shall be measured against criteria within the Necessary Consents for the TS.

9C **GENERAL REQUIREMENTS**

9C.1 **Road Vehicles and Containers**

- 9C.1.1 The Contractor will maintain in a clean and serviceable condition all Contractor Vehicles in accordance with the SDP.
- 9C.1.2 All Contractor Vehicles shall meet all regulatory and legal requirements at all times.
- 9C.1.3 The Contractor shall report all breaches and notices of the Contractor's licence and material road traffic violations caused by a Contractor Vehicle to the Authority (including those involving hire vehicles) as soon as reasonably practicable and in any event within at least one (1) month of the incident coming to the attention of the Contractor.
- 9C.1.4 Contract Waste, Third Party Waste and Waste Derived Products must be transported in enclosed containers or sheeted vehicles as set out in the SDP unless otherwise agreed by the Authority's Representative, acting reasonably.
- 9C.1.5 Contractor Vehicles and their related containers and trailers used in the provision of the Services shall maintain, in a clearly visible condition, requisite corporate livery markings as set out in the Branding Strategy.

9C.2 **Fire Safety**

- 9C.2.1 The Contractor shall develop, operate and maintain a Fire Safety Plan.
- 9C.2.2 The Contractor shall provide and maintain all necessary fire-fighting equipment and staff training at each of the Waste Management Facilities, commensurate with the mandatory requirements of the fire authority and best practice.
- 9C.2.3 The Contractor shall periodically carry out a detailed fire assessment of all Waste Management Facilities and TS taking into account all health and safety issues, protection of the environment and the requirement for business continuity. This review shall include, but shall not be limited to reviewing best practice and recommendations from fire investigations on similar facilities and other related best practice industry guidance.
- 9C.2.4 Fire Strategy Assessment Reports shall be provided to the Authority at the monthly meeting following the inspection.

SCHEDULE 1 - OUTPUT SPECIFICATION AND PERFORMANCE MEASUREMENT FRAMEWORK

Part 1 – Output Specification

Annex A - Authority Household Waste Recycling Centre Permit System

(the HWRC Permit Scheme)

1. BACKGROUND

- 1.1 Household Waste Recycling Centres (HWRCs) discharge the Council's duty to "provide places where local residents can dispose of their household waste free of charge"
- 1.2 It has been observed in the past that vans and large trailers have been used to deliver waste by business people attempting to illicitly deliver commercial and industrial waste ("trade waste").
- 1.3 In most cases it is impossible for site staff to discern whether waste is household waste or trade waste by simply looking at it. Consequently, prior to the implementation of the Permit Scheme, it was impossible to control illicit deliveries of waste to HWRCs in vans and large trailers.
- 1.4 The purpose of the Permit Scheme is to assist site staff to prevent illicit deliveries of waste by drivers of relevant vehicles by providing unambiguous evidence that permission has been obtained: the Permit.

2. THE SCHEME

2.1 Unrestricted access

Subject to 2.2 and 2.3 below, there is no restriction on a local resident delivering household waste in a motor car or in a motor car towing a single axle trailer of bed length not exceeding three 3.2 meters (10 feet).

The following vehicles are also allowed to visit an HWRC without a permit:-

- 2.1.1 a campervan;
- 2.1.2 any other specified vehicle that the Authority, in consultation with the Contractor may add to this list from time to time;
- 2.1.3 any vehicle driven by a Blue Badge Parking Permit holder and displaying a valid Blue Badge that can be safely manoeuvred around the site.

2.2 Permits required

Subject to 2.3 below, Permits are issued to Cumbria residents who wish to deliver household waste to an HWRC in a van or minibus with no more than four (4) wheels, a utility vehicle (pick-up, flatbed or crew cab) or a car towing a twin axle trailer of bed length not greater than 3.2 metres (10 feet).

2.3 **Access denied**

The following vehicles are not permitted on HWRCs: vehicles with more than four (4) wheels (including vehicles with four wheels on a single axle), vehicles with tipping load beds, agricultural vehicles (eg tractor and trailer), a motor car towing any trailer of bed length exceeding three 3.2 meters (10 feet), a van towing a trailer of any length, vehicles carrying commercial or industrial waste and any vehicle which because of its particular nature is, in the reasonable opinion of the Contractor, can not be safely manoeuvred around the site.

3. **ADMINISTRATION**

- 3.1 Local Residents are invited to apply for a Permit either via the internet by visiting cumbria.gov.uk/wastepermit or by telephoning the Waste Helpline/Permit Scheme (0845 055 1118). The details of the application are recorded and Permits are posted to the address supplied by first class post.
- 3.2 A postal application form based on a Word Document is available on request.
- 3.3 Permits are never issued through the internet or faxed.
- 3.4 The administration of the Permit Scheme/Waste Helpline is for the time being contracted to Cumbria Waste Management Ltd (CWM), who operate the scheme from their Kingmoor site in Carlisle (the Helpline).

4. **PERMIT DETAILS**

Permits record:-

- 4.1 Permit number;
- 4.2 date of issue;
- 4.3 name and address of Permit holder;
- 4.4 HWRC to be used;
- 4.5 period during which Permit is valid;
- 4.6 vehicle make, model and colour;
- 4.7 Waste that can be deposited;
- 4.8 permit holders signature and date of signature;
- 4.9 reason for issuing the Permit (Discretionary Permit only).

5. **THERE ARE FOUR DIFFERENT PERMITS.**

5.1 **General Waste Permits (blue)**

For any delivery which includes waste that is unsuitable for depositing in the recycling and/or green waste containers at the site. Each permit is valid for one (1) visit. Up to three (3) permits may be issued for any month, with a maximum of twelve permits (12)

being issued in any year. The number of Permits that can be issued is restricted to discourage commercial and industrial waste producers from abusing this service.

5.2 **Annual Permit (green)**

For deliveries which comprise wholly of waste that is suitable for depositing in the recycling and/or green waste containers at the site and which the permit holder intends should be recycled and/or composted. (eg paper, glass, card, cans ,plastics, and green waste). Each permit is valid for one (1) year. There is no restriction on the number of times the holder can visit the named HWRC in that year or the amount of material that may be deposited. The purpose of the Annual Permit is to encourage the recycling and composting of household waste.

5.3 **Pedestrian Permit (white)**

These are in the style of a letter and are valid indefinitely. They allow a local resident to visit a site on foot with any recyclable materials or general waste. The purpose of the Pedestrian Permit is to prevent a person who has been turned away in his/her vehicle from parking outside the site and carrying the waste in.

5.4 **Discretionary Permits**

The Discretionary Permit may be issued at the HWRC at the discretion of the charge hand, but only in the most exceptional circumstances. The purpose of the Discretionary Permit is to assist people who cannot possibly know about the Permit Scheme or would not possibly have been able to obtain a Permit in the normal way. In addition Discretionary Permits can be issued by designated District Council Officers to residents that do not have a postal address. An example of this are permits issued for Flusco to the travelling community during the Appleby Horse Fair.

6. **DUTIES OF THE HWRC CONTRACTOR**

6.1 **General Waste Permit or Annual Permit:**

- 6.1.1 With the exception of any motor car or motor car with trailer as described in 2.1 above, ask to see the Permit that has been issued to the driver of any vehicle.
- 6.1.2 Vehicles without a valid Permit and /or vehicles as described in paragraph 2.3 above must be denied access to the site (except in exceptional circumstances when A Discretionary Permit may be issued). Staff will explain the scheme and issue drivers with leaflets (provided by the Authority) explaining the scheme. Details of an incident leading to a vehicle being turned away should be recorded in the site diary.
- 6.1.3 Check that the Permit has been completed and is correctly, signed and dated and is valid for the date of delivery, the specified site and the waste being delivered.

In respect of a valid Permit:-

6.1.4 General Waste Permits (blue)

Collect the Permit from the driver and allow the vehicle on site. Return collected Permits to the Helpline weekly.

6.1.5 Annual Permit (green)

Record the date of the visit and the Permit Number and the name of the holder, allow the vehicle on site and ensure that the driver/passengers deposit only recyclable or compostable waste in the specified containers. Forward to the Helpline the date of the visit and Permit Number and the name of the holder, weekly. If the driver/passengers deposit waste in the general waste containers they must be advised that this is an incorrect usage of the Annual Permit and that Permit may be revoked. The incident is recorded and reported to the Helpline.

6.2 **Pedestrian Permit (white)**

6.2.1 On first acquaintance with a member of the public delivering waste on foot, ask to see the Pedestrian Permit that has been issued to them. If they do not have a Permit and it is obvious that they are unloading Trade Waste from a vehicle that is parked outside the gates they shall be denied access to the site. If they do not produce a Permit but are not obviously unloading trade waste from a vehicle, they shall be allowed to deposit their waste. In both cases the Contractor shall explain the scheme and issue the person with leaflets (provided by the Authority) explaining the scheme. Details of an incident leading to an individual being turned away should be recorded in the site diary.

6.2.2 The Contractor are not required to approach Pedestrian Permit holders who are known to them (and known to have a Pedestrian Permit) every time they visit the site. Staff should ask to see a valid Permit from time to time. The contractor shall recognise that some drivers delivering household waste prefer to unload their waste outside the site rather than negotiate the site ramps and platform.

6.2.3 The Contractor shall discuss with the Authority Representative any individual who refuses to apply for a Permit. The Authority will consider the circumstances and, with the agreement of the Contractor, may allow a particular individual to access an HWRC without a Pedestrian Permit.

6.3 **Discretionary Permit**

A Discretionary Permit may be issued in exceptional circumstances to a driver who does not have the required Permit. If in doubt, charge-hands should consult line management. Forward to the Helpline the full details of the Permit weekly.

Example.

When bereaved relatives who live outside the County, and are unaware of the Permit Scheme, have hired a van or are using their own van to clear furniture from the deceased's home

6.4 **Frequent Site User and Disclaimer Forms**

- 6.4.1 The General Waste and Annual Permits do not prevent vehicles as described in paragraph 2.1 above (cars and small trailers) being used to deliver “trade waste”.
- 6.4.2 If a person and/or vehicle delivers waste more than once a week, staff must complete a Frequent Site User Form. Forward completed Frequent Site User Forms to the Helpline.
- 6.4.3 A person who delivers waste in quantities, or made of materials, not normally associated with domestic property, must be asked to complete a Disclaimer Form. Forward completed Disclaimer Forms to the Helpline.
- 6.4.4 Site staff must record details of visits made by people who refuse to sign a Disclaimer form or who they suspect are delivering Trade Waste (even if they have a valid Permit).
- 6.4.5 The Contractor and the Authority will consider what, if any, action should then be taken in respect of Frequent Site Users Forms, Disclaimer Forms and people who refuse to sign Disclaimer Forms.

7. **FINAL DECISION**

In respect of any particular delivery, the Contractor has the final decision on whether or not to accept the waste. In the case that the person delivering waste is dissatisfied with the Contractor’s decision they must be invited to make a complaint through the Contractors Complaints Management Procedure.