

23 July 2018

[REDACTED]

Dear [REDACTED]

Local Government Official Information and Meetings Act 1987 (LGOIMA) request for the contract between Council and the rubbish disposal company (domestic)

I refer to your e-mail received 25 June 2018 requesting the contract between Council and the rubbish disposal company (domestic).

We are currently collating and reviewing the information requested, and will send a response to you by the end of July 2018.

If you have any queries, please e-mail officialinformation@dcc.govt.nz

Yours faithfully



Rebecca Murray
Governance Support Officer



Contract Number: 3345

**Kerbside Refuse and Recyclables Collection
and Processing Services 2011-18**



CONTENTS

SECTION 1.....	10
CONDITIONS OF CONTRACT.....	10
CONTRACT AGREEMENT	11
1. CONDITIONS OF CONTRACT	14
1.1 Contract Scope.....	14
1.1.1 Objectives of the Services.....	14
1.1.2 Scope of the Services.....	14
1.2 Term of Services.....	15
1.2.1 Contract Term.....	15
1.2.2 Services Commencement Date.....	16
1.3 Services	16
1.3.1 Provision of Services	16
1.3.2 Contractor Warranty	16
1.3.3 Council's Representative's Directions	16
1.3.4 Compliance with Laws	16
1.3.5 Fees.....	17
1.3.6 Reports.....	17
1.3.7 Records	17
1.3.8 Minimise Interference	18
1.3.9 Priority	18
1.4 Vehicles, Plant, Equipment and Labour	18
1.4.1 Generally.....	18
1.4.2 Deficient Vehicles, Plant and Equipment	19
1.5 Quality Management Plan	19
1.5.1 General	19
1.5.2 Implementation of the Quality Management Plan	20
1.5.3 Review of the Quality Management Plan.....	20
1.5.4 Quality Management Plan Audits.....	20
1.6 Operations and Procedures Plan	20
1.6.1 General	20



1.6.2	Implementation of Operations and Procedures Plan.....	21
1.6.3	Review of the Operations and Procedures Plan.....	21
1.6.4	Operations and Procedures Plan Audits.....	21
1.7	Environmental Management Plan.....	21
1.7.1	General	21
1.7.2	Implementation of Environmental Management Plan.....	21
1.7.3	Review of the Environmental Management Plan.....	22
1.7.4	Environmental Management Plan Audits.....	22
1.8	Traffic Management	22
1.8.1	General	22
1.8.2	Implementation of the Traffic Management Plan.....	22
1.8.3	Review of the Traffic Management Plan	22
1.8.4	Traffic Management Plan Audits	23
1.9	Health and Safety.....	23
1.9.1	Health and Safety in Employment Act 1992 Compliance.....	23
1.9.2	General Health and Safety Compliance.....	23
1.9.3	Health and Safety Management System	25
1.9.4	Health and Safety Plan.....	25
1.9.5	Emergency and Incident Plan	26
1.9.6	Implementation of Health and Safety Management System, Health and Safety Plan and Emergency and Incident Plan	27
1.9.7	Review of Health and Safety.....	27
1.9.8	Further Health and Safety Requirements.....	27
1.9.9	Health and Safety Audits	28
1.9.10	Health and Safety Reporting.....	28
1.9.11	Contractor's Indemnity.....	29
1.10	Contractor's Obligations	29
1.10.1	Contractor to Obtain Licences and Maintain Records.....	29
1.10.2	Removal of Property.....	29
1.10.3	Damage to Property	29
1.10.4	Council Reputation	30
1.10.5	Co-operation.....	30
1.10.6	Council Facilities	30



1.10.7	Customer Service and Complaint Rectification	30
1.10.8	Approved Disposal Facility Access Agreement, Approved Recycling Facility Access Agreement and Acceptance Protocols	30
1.11	Contractor's Employees	31
1.11.1	Generally.....	31
1.11.2	Key Personnel	31
1.11.3	Staff Presentation and Identification.....	32
1.11.4	Conduct of Personnel	32
1.11.5	Removal of Personnel.....	32
1.12	Advertising on Vehicles and Approved Collection Containers.....	33
1.12.1	Council's Advertising Rights.....	33
1.13	Transition on Contract End	33
1.13.1	Transition Plan	33
1.13.2	Handover Report	33
1.13.3	Return of Information and Data	33
1.13.4	Co-operation.....	34
1.13.5	Council Logo.....	34
1.14	Audit and Monitoring Services	34
1.14.1	Contractor to Self Audit.....	34
1.14.2	Council Audits	35
1.14.3	Rights of Access	35
1.14.4	Waste Stream Audits	35
1.14.5	Customer Satisfaction Surveys	36
1.15	Council Obligations	36
1.16	Variations.....	36
1.16.1	Emergencies.....	36
1.16.2	No Variations without Instruction	36
1.16.3	Variations General	36
1.16.4	Clarification of Direction.....	38
1.16.5	Valuation of Variations	38
1.16.6	Dayworks	38
1.17	Subcontracting	40



1.17.1	Subcontracting Generally	40
1.17.2	Contractor to Provide Information	40
1.17.3	Contractor still to be Liable	40
1.17.4	Sub-contract not to be Varied	41
1.18	Bond 41	
1.18.1	Contractor's Bond	41
1.18.2	Deferral of Payments	41
1.19	Financial Management and Disclosure	41
1.20	Intellectual Property and Contract Information	42
1.20.1	Contract Information	42
1.20.2	Intellectual Property	42
1.21	Communications	43
1.21.1	Contractor Representative	43
1.21.2	Council Representative	43
1.21.3	Communications	43
1.21.4	Meetings	44
1.21.5	Customers	45
1.21.6	Media	45
1.21.7	Public Educational Information	45
1.21.8	Online Access	45
1.21.9	Email	45
1.21.10	Telephones and Radios	46
1.22	Partnering	46
1.22.1	Partnering	46
1.22.2	Contract Performance Team	46
1.22.3	Project Control and Implementation Group	48
1.23	Insurance	48
1.23.1	Public Liability Insurance	48
1.23.2	Motor Vehicle Public Liability	49
1.23.3	General Provisions regarding Public Liability Insurance	49
1.23.4	Vehicles, Plant and Equipment Insurance	49
1.23.5	Insurances Generally	50



1.24	Indemnity.....	50
1.24.1	Contractor Indemnity	50
1.24.2	Council Indemnity.....	50
1.24.3	Indemnities Continue	51
1.25	Warranties and Representations	51
1.25.1	Contractor Warranties and Representations	51
1.25.2	Council Warranties and Representations.....	52
1.26	Payments	52
1.26.1	Payment Rates	52
1.26.2	Performance Adjustments.....	53
1.26.3	Submission of Claims	53
1.26.4	Contractor Certification of Payments.....	54
1.26.5	Power to Pay Approved Subcontractors and Suppliers.....	54
1.26.6	Tax Invoices.....	55
1.26.7	Payment.....	55
1.26.8	GST	56
1.26.9	Correction of Payments	56
1.26.10	Interest on Overdue Payments.....	56
1.26.11	Set off.....	56
1.26.12	Taxes and Deductions	56
1.26.13	Calculation of revised Service Rates	57
1.26.14	Non payment for Service failure.....	57
1.26.15	Recyclables Rebate	57
1.27	Step in Rights	57
1.27.1	Non-performance	57
1.27.2	Prolonged non-performance	58
1.28	Termination.....	59
1.28.1	Termination Rights	59
1.28.2	Payments on Termination	60
1.29	Dispute Resolution	61
1.29.1	Resolution of Dispute	61
1.29.2	Notice of Dispute	62
1.29.3	Further Information	62



1.29.4	Negotiation	62
1.29.5	Appointment of Mediator	63
1.29.6	Initial Mediation Meeting	63
1.29.7	Mediation	63
1.29.8	Arbitration	64
1.29.9	Time Limits	64
1.29.10	Continuing provision of Services	64
1.30	Force Majeure	64
1.30.1	Claim of Force Majeure	64
1.30.2	Suspension of Rights and Obligation	65
1.30.3	Provision of Further Information	65
1.30.4	Consultation Regarding Mitigation	66
1.30.5	End of Period of Force Majeure	66
1.30.6	Termination after Extended Force Majeure	66
1.30.7	No additional Costs	66
1.30.8	Interruption of Services	67
1.30.9	Government Authorities and Termination	67
1.31	Confidentiality	67
1.31.1	Confidential Information	67
1.31.2	Official Information	68
1.32	Assignment	68
1.32.1	Consent to Assignment	68
1.33	General	68
1.33.1	Contractor's Due Diligence	68
1.33.2	Council Approvals	69
1.33.3	No fettering of Council Powers	69
1.33.4	Further Assurance	69
1.33.5	Cumulative Rights	69
1.33.6	Contract Interpretation – contra proferentem	69
1.33.7	Amendments	69
1.33.8	Precedence	70
1.33.9	Severability	70
1.33.10	Entire agreement	70



1.33.11	Governing Law	70
1.33.12	Currency.....	70
1.33.13	Language.....	70
1.33.14	No Partnership.....	70
1.33.15	No Agency.....	70
1.33.16	Several and Joint Liability	71
1.33.17	No Waiver	71
1.33.18	Costs.....	71
1.33.19	Notices	71
1.34	Contractor Innovation.....	72
1.34.1	Contractor Innovation and Trials.....	72
1.34.2	Further Innovation.....	72
1.35	Existing Contracts.....	72
1.35.1	Transfer from Existing Contractual Arrangements.....	72
1.36	Title to and Risk in Approved Recyclables Collection Containers	73
1.36.1	Transfer of Ownership of Approved Recyclables Collection Containers	73
1.36.2	Transfer of Ownership of Approved Recyclables Collection Containers Held in Storage on Contract Expiry	73
1.37	Extension of Contract Term	74
1.37.1	Application of Extension Provisions.....	74
1.37.2	Extension Provisions	74
1.38	Definitions and Interpretation	75
1.38.1	Definitions.....	75
1.38.2	Interpretation	86
	ANNEXURE 1 – REFERENCE SCHEDULE	89
	ANNEXURE 2 – SCHEDULE OF PAYMENTS	92
	ANNEXURE 3 – PARTNERING	114
	ANNEXURE 4 – PERFORMANCE STANDARDS.....	116
	ANNEXURE 5 – FORM OF CONTINUITY DEED	124
	ANNEXURE 6 – FORM OF BOND	130
	ANNEXURE 7 – FURTHER CONTRACT OBJECTIVES.....	135



ANNEXURE 8 – QUALITY MANAGEMENT PLAN	137
ANNEXURE 9 – OPERATIONS AND PROCEDURES PLAN	139
ANNEXURE 10 – HEALTH AND SAFETY PLAN	141
ANNEXURE 11 – EMERGENCY AND INCIDENT PLAN	143
ANNEXURE 12 – CUSTOMER SERVICE AND COMPLAINTS	144
ANNEXURE 13 – COUNCIL PROVISION SCHEDULE	146
ANNEXURE 14 – REPORTING.....	148
ANNEXURE 15 – CONTRACTOR RECORDS.....	156
ANNEXURE 16 – APPROVED RECYCLING FACILITY ACCESS AGREEMENT	158
ANNEXURE 17 – APPROVED DISPOSAL FACILITY ACCESS AGREEMENT.....	167
ANNEXURE 18 – INFORMATION TO BE PROVIDED BY THE COUNCIL	176
ANNEXURE 19 – SPECIFICATIONS	184
ANNEXURE 20 – REQUEST FOR TENDER	260





SECTION 1

CONDITIONS OF CONTRACT



CONTRACT AGREEMENT

PARTIES

[*Dunedin City Council*] (Council)
[*ENVIRUWASTE SERVICES LIMITED*] (Contractor)

BACKGROUND

- A. The Dunedin City Council (Council) is a local authority under the Local Government Act 2002 and has as one of its functions the minimising, collection and disposal of waste for Dunedin.
- B. The Council has elected to provide a service to the community for;
 - a. The Kerbside collection of Refuse; and
 - b. The Kerbside collection and processing of Recyclables.
- C. The Contractor has the expertise and resources to provide the Services required by the Council.
- D. The Council and the Contractor have agreed that the Contractor shall provide the required Services for the Council on the basis set out in this Contract.

AGREEMENT

1. The Contractor agrees to provide the Services and do the other things as set out in the Contract Documents.
2. The Council agrees to pay the Contract Sum to the Contractor and to do the other things set out in the Contract Documents.
3. Each Party shall carry out and fulfil all other obligations imposed on that Party by agreement and as set out in the Contract Documents.
4. The Contract Documents are:
 - This Contract Agreement;
 - The Conditions of Contract (Section 1);
 - The Specification (Annexure 19);
 - The Contract Information incorporating:
 - Contractor's Collection Schedule;
 - Collection Vehicle specification (including further Collection Vehicle technologies);
 - Contractor's Quality Assurance Plan;
 - Contractor's Quality Management Plan;
 - Contractor's Mobilisation Programme;

- Contractor's Operations and Procedures Plan;
 - The Contractor's Environmental Management Plan;
 - Contractor's Health and Safety Plan;
 - Contractor's Emergency and Incident Plan;
 - Contractor's Traffic Management Plan;
 - Contractor's Customer Service Plan;
 - Special Requirement Property Operational Plan;
 - Service Areas and Collection Zones;
 - Private Lanes and Gated Communities List;
 - Collection Container specification;
 - Approved Disposal Facility(s);
 - Approved Recycling Facility(s);
 - Approved Subcontractors.
5. Should the Contract Documents contain any discrepancy or inconsistency, then the documents will take precedence in the order in which they are listed above for the purposes of resolving the discrepancy or inconsistency.

EXECUTION

Executed as an Agreement

Dated 23 DECEMBER

20[10]

Signed by

[GARY SANDERS]



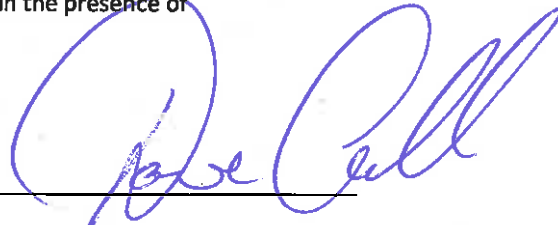
Director

THIS DEED was executed on the 23rd day of December 2010

THE COMMON SEAL of THE DUNEDIN

CITY COUNCIL was hereto affixed

in the presence of



Mayor



Councillor

1. CONDITIONS OF CONTRACT

1.1 Contract Scope

1.1.1 Objectives of the Services

- a) To provide Kerbside Refuse and Recyclables collection and processing Services to all Eligible Properties within the Specified Collection Area.
- b) Further objectives of the Services can be located in Annexure 7 – Further Contract Objectives.

1.1.2 Scope of the Services

- a) The scope of Services to be provided by the Contractor under the Contract at its expense includes (but not by way of limitation) the following activities:

Mobilisation

1. Mobilisation of Vehicles, Plant, Equipment and labour for the collection of:
 - (i) Refuse from Approved Collection Bags, and
 - (ii) Recyclables from Approved Recyclables Collection Containers.

Supply and Distribution of Approved Recyclables Collection Containers

2. Initial supply and distribution of Approved Collection Bins.
3. Ongoing supply, distribution and maintenance of Approved Recyclables Collection Containers.
4. This Contract does not include the supply and distribution of Approved Collection Bags.

Collection of Refuse and Recyclables

5. Providing each Eligible Property within the Specified Collection Area with the following:
 - a) Fortnightly collection and processing of commingled kerbside Recyclables (plastics 1-7 and steel and aluminium cans) from all Eligible Properties from Approved Collection in week 1;
 - b) Alternate fortnightly collection and processing of kerbside Recyclables (glass only) from all Eligible Properties from existing blue 45 litre Approved Collection Crates in week 2; and
 - c) Collection of Refuse and/or Recyclables from Approved Collection Containers from Collection Points.

- d) Weekly collection of Refuse from all Eligible Properties from Approved Collection Bags.

Transportation

6. Transportation and drop off of:
- (i) All Recyclables to an Approved Recycling Facility(s); and
 - (ii) All Refuse to an Approved Disposal Facility(s).

Processing

7. Surety of an effective and efficient Approved Recycling Facility(s) to process the Recyclables for sustainable end use.

Communication

- 8. Working with the Council's Customer Services department to respond to, and resolve residents enquiries and complaints that relate to the Services; and
- 9. Communication with Customers within the Specified Collection Area of any changes to the Services.

Reporting

- 10. Reporting on all aspects of the Services to the Council Representative daily, weekly, monthly and annually as required;
- 11. Assistance with waste analysis and audits as and when requested by the Council.

Other

- 12. Providing the Services in an environmentally sustainable manner in accordance with the principles of the relevant Sustainability Practices;
- 13. Identifying continuous improvements to all activities undertaken as part of the Services; and
- 14. Assisting with the implementation of waste minimisation education initiatives and attending public meetings.

1.2 Term of Services

1.2.1 Contract Term

- a) The Contract Term means the period beginning on the Contract Commencement Date and ending on the first to occur of:
- 1. The Contract Expiry Date; or
 - 2. The termination of this Contract in accordance with its terms or at law.

1.2.2 Services Commencement Date

- a) Services under this Contract are to commence on the Services Commencement Date.
- b) The Parties acknowledge that there are obligations under this Contract which will be required to be performed prior to the Services Commencement Date and that the performance of such obligations shall be deemed to form part of the Services.

1.3 Services

1.3.1 Provision of Services

- a) The Contractor shall provide the Services and fulfil its other obligations in accordance with the requirements of this Contract and, other than where inconsistent with the requirements of this Contract, in accordance with the Contractor's Proposal.
- b) Without limiting the above and the further requirements of the Contract Documents the Contractor shall provide the Services in accordance with:
 - 1. The Specifications (Annexure 19);
 - 2. All Contractor's Plans;
 - 3. All applicable consents and approvals;
 - 4. All applicable laws and standards; and
 - 5. All Council Representative instructions and directions given under Clause 1.3.3 Council's Representative's Directions.

1.3.2 Contractor Warranty

- a) The Contractor warrants that it possesses the necessary skills, personnel and equipment to provide the Services in accordance with this Contract and agrees that it shall:
 - 1. Meet or exceed the Performance Standards; and
 - 2. Exercise all reasonable skill, care and diligence in the provision of the Services.

1.3.3 Council's Representative's Directions

- a) The Contractor shall comply with all reasonable directions given by the Council Representative.

1.3.4 Compliance with Laws

- a) The Contractor shall, in the provision of the Services and complying with its obligations under this Contract, comply with all applicable legislation and regulations including but not limited to, all applicable bylaws.



- b) Any cost or expense incurred by the Contractor that results from an Applicable Law Change shall be payable by the Council to the Contractor and shall be treated as a Variation request in accordance with Clause 1.16 Variations of this Contract in the Conditions of Contract.
- c) The Council Representative may request the Contractor to provide a submission under Clause 1.16 Variations regarding the cost and expense arising under this Clause.
- d) If the Parties cannot agree as to the Contractor's submission the cost and expense incurred by the Contractor shall be treated as a Mandatory Variation instructed by the Council Representative under Clause 1.16.3 Variations – General in the Conditions of Contract.

1.3.5 Fees

- a) The Contractor shall pay all fees, charges and costs incurred in the provision of the Services, except as stated, if at all, in the Specifications (Annexure 19).

1.3.6 Reports

- a) The Contractor shall provide all reports as required by this Contract as set out in Annexure 14 - Reporting;
- b) The Contractor shall also provide such further reports as the Council Representative shall reasonably require;
- c) The Contractor shall keep all other reports and records that the Council Representative may reasonably consider are required in carrying out the Services and deliver such reports to the Council Representative at the time(s) and frequency specified by the Council Representative.
- d) The Contractor shall provide facilities for electronic transfer of reporting information to and from the Contractor and the Council as reasonably required by the Council and as set out in the Specifications in Annexure 19; and
- e) If directed by the Council, the Contractor shall provide some or all of the data contained in the report to the Council on a computer disc or other agreed electronic means in a spreadsheet or database application nominated by the Council.

1.3.7 Records

- a) The Contractor shall maintain records of the information set out in Annexure 15 – Contractor Records.
- b) All records required to be maintained by the Contractor under this Contract shall be made available upon request to the Council and shall be available in an electronic and hard copy format as reasonably required by the Council Representative.

- c) The Contractor shall take all reasonable steps to ensure its records are protected from loss, corruption or harm.

1.3.8 Minimise Interference

- a) The Contractor shall carry out the Services in a manner that does not interfere unnecessarily with the convenience of the public.
- b) The Contractor shall take all reasonable precautions, in the provision of the Services, for the general safety of the public, pedestrian, and vehicle traffic, subcontractors and employees and in particular shall:
 - 1. Be responsible for traffic control during the course of the provision of the Services and shall comply with all applicable Authority's requirements as to traffic control; and
 - 2. Take all reasonable precautions to prevent accidents while undertaking the Services.

1.3.9 Priority

- a) The Contractor must give priority to the performance of the Services under the Contract Agreement, if for any reason it is unable to meet both its obligations under this Agreement and other obligations to third parties, (including any obligations the Contractor may have to Customers to provide an Increased Service Level).

1.4 Vehicles, Plant, Equipment and Labour

1.4.1 Generally

- a) The Contractor shall, except where otherwise specified in this Contract, supply at its own cost everything, including (without limitation) all materials, consumables, Vehicles, Plant, Equipment and labour necessary for the provision of the Services. All materials, consumables, Vehicles, Plant, Equipment and labour supplied by the Contractor shall conform to the requirements and standards of the applicable Specification and, unless otherwise Approved by the Council Representative, all such materials, consumables, Vehicles, Plant and Equipment shall be new.
- b) The Contractor shall ensure that all Vehicles, Plant and Equipment being used in the provision of the Services:
 - 1. Comply with all applicable Acts, regulations and by-laws;
 - 2. Are suitable for the purpose for which they are to be used; and
 - 3. Are maintained in good repair and condition throughout the Contract Term.

1.4.2 Deficient Vehicles, Plant and Equipment

a) Notice of deficiency:

1. If the Council Representative, acting reasonably, considers that any item of the Contractor's Vehicles, Plant and Equipment is deficient, having regard to the requirements of Clause 1.41.1 Vehicles, Plant and Equipment in Good Order of the Specifications of Annexure 19, the Council Representative may give notice to the Contractor:

- 1) Specifying the deficiency;
- 2) Stating a date by which the deficiency is to be remedied;
- 3) Stating that the item of the Contractor's Vehicles, Plant and Equipment is not to be further used in the performance of the Services or otherwise in connection with this Contract until the deficiency has been remedied;
- 4) Stating that the item of the Contractor's Vehicles, Plant and Equipment may only be used subject to specified conditions until the deficiency has been remedied; and
- 5) May require the Contractor to obtain the Council Representative's approval before using the item of Vehicles, Plant and Equipment which has been subject to a notice of deficiency.

b) Reasons for direction:

1. Any notice given under Clause 1.4.2 (a), as detailed above, will give reasons for the Council Representative's direction.

1.5 Quality Management Plan

1.5.1 General

- a) The Contractor shall submit a Quality Management Plan for the provision of the Services to the Council Representative for approval not later than the Contractor's Plans Submittal Date.
- b) The Quality Management Plan shall identify all critical quality aspects of the Services and set out how the Contractor shall comply with its quality management obligations in the provision of the Services.
- c) The Quality Management Plan shall include (without limitation) the matters set out in Annexure 8 – Quality Management Plan.
- d) An accredited Quality Management System is not a requirement of this Contract.

1.5.2 Implementation of the Quality Management Plan

- a) The Contractor shall, in the provision of the Services, implement and comply with the Approved Quality Management Plan.

1.5.3 Review of the Quality Management Plan

- e) The Quality Management Plan shall be reviewed and updated annually by the Contractor and submitted to the Council Representative for approval four (4) weeks prior to the anniversary of the Services Commencement Date.
- f) The Council Representative may require, at any time, the Contractor to make any amendments to the Quality Management Plan that are reasonably required to ensure compliance by the Contractor with its obligations under the Contract. Any such amendments shall not constitute a Variation.

1.5.4 Quality Management Plan Audits

- a) The Contractor shall regularly audit its compliance with the Approved Quality Management Plan. Copies of all audit reports shall be promptly provided to the Council Representative.
- b) The Council reserves the right to carry out its own independent audits, without consultation with the Contractor, to ensure that the Contractor is providing the Services in accordance with the Approved Quality Management Plan. The Council may require the Contractor to implement any recommendations to improve quality management arising from such audits.

1.6 Operations and Procedures Plan

1.6.1 General

- a) The Contractor shall submit an Operations and Procedures Plan for the provision of the Services to the Council Representative for approval not later than the Contractors Plans Submittal Date.
- b) The Operations and Procedures Plan shall set out the Contractor's operational practices and procedures to be employed by the Contractor for the provision of the Services.
- c) The Operations and Procedures Plan shall include (without limitation) the matters set out in Annexure 9 – Operations and Procedures Plan.
- d) The Operations and Procedures Plan shall be written in the form of a manual for staff and shall contain detailed instructions to the Contractor's operational and management staff on how they are to provide the Services.
- e) The Approved Operations and Procedures Plan shall be kept at the Contractor's Depot and made available at all times for the use and reference of all employers involved in the provision of the Services.

1.6.2 Implementation of Operations and Procedures Plan

- a) The Contractor shall, in the provision of the Services, implement and comply with the Operations and Procedures Plan.

1.6.3 Review of the Operations and Procedures Plan

- a) The Operations and Procedures Plan shall be reviewed and updated annually by the Contractor and submitted to the Council Representative for approval four (4) weeks prior to the anniversary of the Services Commencement Date.
- b) The Council Representative may require, at any time, the Contractor to make any amendments to the Operations and Procedures Plan that are reasonably required to ensure compliance by the Contractor with its obligations under the Contract. Any such amendments shall not constitute a Variation.

1.6.4 Operations and Procedures Plan Audits

- a) The Contractor shall regularly audit its compliance with the Approved Operations and Procedures Plan. Copies of all audit reports shall be promptly provided to the Council Representative.
- b) The Council reserves the right to carry out its own independent audits, without consultation with the Contractor, to ensure that the Contractor is providing the Services in accordance with the Approved Operations and Procedures Plan. The Council may require the Contractor to implement any recommendations to improve operation and procedures management arising from such audits.

1.7 Environmental Management Plan

1.7.1 General

- a) The Contractor shall submit an Environmental Management Plan for the provision of the Services to the Council Representative for approval not later than the Contractor's Plans Submittal Date.
- b) The Environmental Management Plan shall set out the Contractor's environmental obligations in the provision of the Services and how the Contractor shall comply with such obligations and the provisions of the Resource Management Act in performing the Services.

1.7.2 Implementation of Environmental Management Plan

- a) The Contractor shall, in the provision of the Services, implement and comply with the Approved Environmental Management Plan.

1.7.3 Review of the Environmental Management Plan

- a) The Environmental Management Plan shall be reviewed and updated annually by the Contractor and submitted to the Contract Representative for approval four (4) weeks prior to each anniversary of the Services Commencement Date.
- b) The Council Representative may require, at any time, the Contractor to make any amendments to the Environmental Management Plan that are reasonably required to ensure compliance by the Contractor of its obligations under the Contract Documents. Any such amendments shall not constitute a Variation.

1.7.4 Environmental Management Plan Audits

- a) The Contractor shall regularly audit its compliance with the Approved Environmental Management Plan. Copies of all audit reports shall be promptly provided to the Council Representative.
- b) The Council reserves the right to carry out its own independent audits, without consultation with the Contractor, to ensure that the Contractor is providing the Services in accordance with the Approved Environmental Management Plan. The Council may require the Contractor to implement any recommendations to improve environmental management arising from such audits.

1.8 Traffic Management

1.8.1 General

- a) The Contractor shall submit a Traffic Management Plan for the provision of the Services to the Council Representative for approval not later than the Contractor's Plans Submittal Date.
- b) The Traffic Management Plan shall identify all potential hazard and traffic controls associated with the provision of the Services in the Specified Collection Area.

1.8.2 Implementation of the Traffic Management Plan

- a) The Contractor shall, in the provision of the Services, implement and comply with the Approved Traffic Management Plan.

1.8.3 Review of the Traffic Management Plan

- a) The Traffic Management Plan shall be reviewed and updated annually and submitted to the Council Representative for approval four (4) weeks prior to the anniversary of the Services Commencement Date.
- b) The Council Representative may require, at any time, the Contractor to make any amendments to the Traffic Management Plan that is reasonably required to ensure compliance by the Contractor with its obligations under the Contract. Any such amendments shall not constitute a Variation.



- c) If the Contactor identifies any changes required to the Traffic Management Plan during the provision of the Services the Contractor shall submit the updated Traffic Management Plan to the Council Representative for approval following such amendment being made to ensure that the Traffic Management Plan remains current at all times throughout the Contract Term.

1.8.4 Traffic Management Plan Audits

- a) The Contractor shall regularly audit its compliance with the Approved Traffic Management Plan. Copies of all audit reports will be promptly provided to the Council Representative.
- b) The Council reserves the right to carry out its own audits, without consultation with the Contractor, to ensure that the Contractor is providing the Services in accordance with the Approved Traffic Management Plan. The Council may require the Contractor to implement any reasonable recommendations to improve traffic management arising from such audits.

1.9 Health and Safety

1.9.1 Health and Safety in Employment Act 1992 Compliance

- a) The Contractor shall comply with its obligations, and shall ensure that its Approved Subcontractors comply with their obligations, under the Health and Safety in Employment Act 1992 (HSEA), all regulations made under the HSEA, all approved codes of practice under section 20 of the HSEA and the health and safety requirements of this Contract.
- b) The HSEA requires that the Council and the Contractor take all practical steps to prevent harm to anyone in the workplace. The Contractor shall take all necessary precautions when providing the Services in order to ensure the safety, health and welfare of the employees of the Council, the Contractor and third parties.

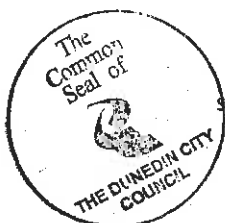
1.9.2 General Health and Safety Compliance

- a) The Contractor warrants and agrees with the Council that in the provision of the Services, the Contractor shall take all practicable steps to ensure that no act or omission:
 - 1. Causes a hazard, significant hazard, harm or serious harm to any personnel utilised in the provision of the Services or any person at the place of work or in the vicinity of the place of work or member of the public who might be affected by the provision of the Services; or
 - 2. Is a breach of duty or obligation of the Contractor under the HSEA; or
 - 3. Does or is likely to give rise to the issue of an improvement or prohibition notice, enforcement proceedings or a prosecution under the HSEA against the Council, the Contractor any Approved Subcontractor.

- b) The Contractor shall immediately advise the Council Representative if the Contractor receives any improvement notice, prohibition notice, infringement notice, warning, notice of proceedings or other formal notice under the HSEA in relation to the provision of the Services. The Contractor shall promptly provide copies of all such notices received to the Council Representative.
- c) If the Contractor is required by the HSEA or by any other Act or Regulation to give any notice of an accident occurring during the provision of the Services, the Contractor shall, at the same time, or as soon thereafter as possible in the circumstances, give a copy of the notice to the Council Representative.
- d) The Contractor shall provide written advice to the Council Representative of the outcome of all investigations, formal proceedings of any nature or prosecutions promptly after the completion of the investigation, proceeding or prosecution.
- e) The Contractor shall promptly notify the Council Representative, where appropriate verbally followed in writing, of any accident, injury, which occurs in relation to the provision of the Services. The Contractor shall, within three (3) Business Days after any such incident, provide an initial report giving complete details of the incident and as soon as practicable after the date of the incident provide the final report which shall include the results of investigations into its cause, and any recommendations or strategies for prevention in the future.
- f) If, during the Contract Term, the Council give the Contractor notice that, in the opinion of the Council, the Contractor is:
 - 1. Not performing its health and safety obligations in accordance with the Contractor's Health and Safety Management System and/or this Contract; or
 - 2. Performing its health and safety obligations under this Contract in such a way as to endanger the health and/or safety of the Contractor's personnel or any other person,

the Contractor shall promptly:

 - 3. Rectify the Contractor's failure to comply with such obligations; and/or
 - 4. Ensure that it thereafter performs all such obligations in accordance with this Contract.
- g) Should the Contractor be in material breach of its health and safety obligations under this Contract or the HSEA, the Council Representative may direct the Contractor to suspend the Contractor's performance of all or part of the Services until such time as the Contractor satisfies the Council Representative that it is able and will comply with such obligations.
- h) The Council is not required to make any payment to the Contractor in respect of any period for which the Service is suspended in accordance with Clause 1.9.2 (g) as detailed above. Any such period of suspension of Services is deemed, unless otherwise agreed



by the Council, to constitute a failure to provide the Services pursuant to Clause 1.27.2
(b) Prolonged non-performance of this Contract arising from an inability of the Contractor to perform the Services.

1.9.3 Health and Safety Management System

- a) The Parties acknowledge that the Contractor has provided a copy of its Health and Safety Management System to the Council as part of the Contractor selection process that preceded the entry by the Parties into this Contract covering:
 - 1. The Contractor's Health and Safety policy and objectives;
 - 2. The Contractor's Health and Safety organisational structure and responsibilities
 - 3. Safe work methods statements;
 - 4. The Contractor's health and safety instruction, training and induction;
 - 5. The Contractor's health and safety auditing and inspection procedures;
 - 6. The Contractor's health and safety consultation procedures;
 - 7. The Contractor's health and safety incident reporting procedures;
 - 8. The Contractor's health and safety review of risk assessments and control measures; and
 - 9. The Contractor's health and safety performance monitoring.

1.9.4 Health and Safety Plan

- a) The Contractor shall submit a Health and Safety Plan for the provision of the Services to the Council Representative for approval not later than the Contractor's Plans Submittal Date.
- b) The Health and Safety Plan shall set out how the Contractor will comply with the HSEA and its health and safety obligations under the Contract in the provision of the Services.
- c) The Contractor must consider any amendments to the Health and Safety Plan which the Council may propose. However the onus for ensuring the adequacy of the Health and Safety Plan remains with the Contractor.
- d) Personal protective equipment and uniforms shall be submitted to the Council Representative for approval not later than the Contractor's Plans Submittal Date. Uniforms shall include both the Council's and the Contractor's logos. The Contractor shall ensure that Approved uniforms are worn at all times in the provision of the Services and a clean and tidy appearance is maintained by all employees at all times.
- e) The Contractor shall ensure that all persons engaged in the provision of the Services are adequately and regularly trained in safety procedures and made fully aware of the potential hazards associated with the Services. Immunisation shall be provided by the

Contractor for all employees engaged in the provision of the Services (this includes Hepatitis A and B and tetanus throughout the Contract Term at no cost to the Council).

- f) Specific hazards that the Contractor may encounter include, but are not limited to, the following:
1. Working with heavy machinery, Plant and Equipment;
 2. Vehicular traffic on highways and other roads;
 3. Working near turning vehicles;
 4. Working around parked vehicles;
 5. Pedestrians;
 6. Intoxicated people;
 7. Noxious Refuse
 8. Sharp objects;
 9. Hazardous or infectious waste;
 10. Slippery surfaces;
 11. Ice/Snow;
 12. Heavy Approved Collection Containers;
 13. Fire in Approved Collection Containers or Collection Vehicles; and
 14. Health risks from Refuse, Recyclables and Prohibited and/or Non Compliant Refuse and Recyclables.
- g) In addition to the requirements set out in this Clause 1.9.4 Health and Safety Plan, the Contractor shall submit a Health and Safety Plan to the Council for approval that covers the matters set out in Annexure 10 – Health and Safety Plan.

1.9.5 Emergency and Incident Plan

- a) The Contractor shall submit a step-by-step Emergency and Incident Plan for the provision of the Services to the Council Representative for approval not later than the Contractor's Plans Submittal Date.
- b) The Emergency and Incident Plan shall cover all health and safety emergencies reasonably likely to arise in relation to the provision of the Services.
- c) The Contractor shall consider any amendments to the Emergency and Incident Plan which the Council may propose. However the onus for ensuring the adequacy of the Emergency and Incident Plan remains with the Contractor.

- d) Events that constitute an emergency in the Emergency and Incident Plan may also constitute a failure to provide Services for the purposes of Clause 1.27.1 Non-performance of this Contract.
- e) The Contractor's Emergency and Incident Plan, the Contractor shall submit an Emergency and Incident Plan shall cover the matters set out in Annexure 11 – Emergency and Incident Plan.

1.9.6 Implementation of Health and Safety Management System, Health and Safety Plan and Emergency and Incident Plan

- a) The Contractor shall, in the provision of the Services, implement and comply with the Approved Health and Safety Management System, the Approved Health and Safety Plan and Approved Emergency and Incident Plan. The approval by the Council and/or implementation by the Contractor of the Approved Health and Safety Management System, Approved Health and Safety Plan and Approved Emergency and Incident Plan does not relieve the Contractor of any of its own health and safety obligations in law whilst providing the Services at any time during the Contract Term.

1.9.7 Review of Health and Safety

- a) The Contractor shall maintain and update its Health and Safety Management System, the Health and Safety Plan and the Emergency and Incident Plan on a regular basis to ensure that all are comprehensive and take into account any changes in the HSEA and regulations made under the HSEA and applicable standards and procedures.
- b) The Health and Safety Management System, the Health and Safety Plan and the Emergency and Incident Plan shall be reviewed and updated annually by the Contractor and submitted to the Council Representative for approval four (4) weeks prior to the anniversary of the Services Commencement Date. The Council Representative may require, at any time, the Contractor to make any amendments to such systems and/or plans that are reasonably required to ensure compliance by the Contractor with its obligations under the Contract. Any such amendments shall not constitute a Variation.
- c) If the Contractor identifies any changes required to the system and/or plans during the provision of the Services the Contractor shall submit the updated system and/or plans to the Council Representative for approval following such amendments being made to ensure that the system and/or plans remain current at all times throughout the Contract Term.

1.9.8 Further Health and Safety Requirements

- a) The Contractor acknowledges that it has the primary responsibility for the identification of hazards relating to the provision of the Services.
- b) The Contractor shall appoint a single person as the safety officer for the Services. The safety officer shall be the primary point of contact on all health and safety matters. The

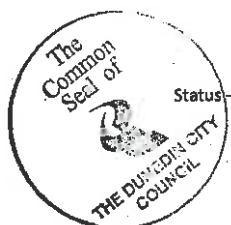
Contractor will give written notice of the name and contact arrangements for the safety officer to the Council Representative.

1.9.9 Health and Safety Audits

- a) The Contractor shall implement and carry out an audit and inspection regime as shall be required to ensure:
 - 1. Compliance by the Contractor with the Contractor's health and safety obligations under this Contract and at law; and
 - 2. Compliance by all personnel with the Approved Health and Safety Management System, the Approved Health and Safety Plan and the Approved Emergency and Incident Plan.
- b) Copies of all audit reports undertaken by the Contractor or the Contractor's subcontractors or agents in respect of any aspect of health and safety shall be promptly provided to the Council Representative.
- c) The Council reserves the right to carry out its own independent audits, without consultation with the Contractor, to ensure that the Contractor is providing the Services in accordance with the Approved Health and Safety Plan, the Approved Health and Safety Management System and the Approved Emergency and Incident Plan, and its health and safety obligations under the HSEA and this Contract. The Council may require the Contractor to implement any recommendations to improve health and safety management arising from such audits.

1.9.10 Health and Safety Reporting

- a) The Contractor shall, when requested by the Council, provide evidence of the Contractor's ongoing implementation of the Approved Health and Safety Management System, the Approved Health and Safety Plan and the Approved Emergency and Incident Plan.
- b) The Contractor shall also provide to the Council (in addition to the specific notification requirements set out in this Clause 1.9) on a monthly basis the following information in relation to the Contractor's HSEA obligations under this Contract:
 - 1. The number of "lost time" injuries suffered by personnel involved in the provision of the Services;
 - 2. The number of Business Days lost due to injury;
 - 3. The number of "near miss" incidents;
 - 4. The current status of any injured personnel;
 - 5. The status of the implementation and outcomes of corrective actions undertaken as a result of health and safety inspections and risk assessments;



6. Confirmation of the carrying out of required HSEA audits undertaken by the Contractor and the outcome of all such audits.
- c) The Contractor shall also, when requested by the Council, promptly provide reports on any health and safety inspections, audits or assessments undertaken by the Contractor during the Contract Term.

1.9.11 Contractor's Indemnity

- a) To the extent permitted by law, the Contractor indemnifies and shall keep indemnified the Council against all costs, damages, loss and expenses incurred or suffered by the Council arising out of any breach by the Contractor of the health and safety requirements of this Contract.

1.10 Contractor's Obligations

1.10.1 Contractor to Obtain Licences and Maintain Records

- a) Where any person, facility, Vehicle, Plant, Equipment or activity utilised by the Contractor in the provision of the Services is required to be licensed, registered, approved or accredited, the Contractor shall, at its own cost, obtain and ensure that the appropriate licence, registration, approval or accreditation is in force and current at all times during the performance of the Services. If any such licence, permit or other approval is cancelled or modified to any material extent, the Contractor shall immediately notify the Council in writing of such cancellation or modification.
- b) The Contractor shall maintain copies of all licences, approvals, consents, accreditations, orders, directions and instructions that relate to the performance of the Services, including details of applicable renewal or expiry dates and any restrictions that apply, and any variations to this Contract or notices issued under this Contract until the date six (6) months after the completion of the performance of the Services in their entirety or the date six (6) months after termination of this Contract, whichever is the later.
- c) The Contractor and its employees must upon request by the Council and without any expense to the Council attend as witnesses for the Council in all cases where prosecutions are laid or where legal proceedings are instituted against the Council or by the Council against another person in relation to the Services.

1.10.2 Removal of Property

- a) The Contractor shall not (and shall ensure its personnel do not) remove any property or materials from any Approved Collection Containers other than in the proper provision of the Services.

1.10.3 Damage to Property

- a) The Contractor shall promptly remedy any damage caused by its employees, agents or Approved Subcontractors to any property of the Council or any other person. Should the Contractor fail to do so, the Council may effect the necessary repairs and/or pay

reasonable compensation to the Owner of the property. The cost of effecting any necessary repairs or the amount of any reasonable compensation will be payable on demand by the Contractor to the Council or may be deducted from any moneys due or becoming due to the Contractor under this Contract, at the option of the Council.

1.10.4 Council Reputation

- a) In the provision of the Services the Contractor shall take all actions as may be necessary or expedient, and shall ensure that all personnel utilised in the provision of the Services do likewise, to positively promote the Council with the public and shall not do anything which will or may bring the Council into disrepute.

1.10.5 Co-operation

- a) In the provision of the Services, the Contractor shall at all times co-operate to the fullest extent possible with:
 - 1. The Council;
 - 2. The Council Representative;
 - 3. Any employees or agents of the Council;
 - 4. Any other organisation, group or business that may provide other services that relate to the Services; and
 - 5. Any members of the public who will use the Services.

1.10.6 Council Facilities

- a) The Contractor and its personnel shall not use any Council facilities unless provided under this Contract or with the prior written consent of the Council Representative.

1.10.7 Customer Service and Complaint Rectification

- a) The Contractor shall implement and comply with the Customer service and complaints requirements set out in Annexure 12 – Customer Service and Complaints.

1.10.8 Approved Disposal Facility Access Agreement, Approved Recycling Facility Access Agreement and Acceptance Protocols

- a) If required, the Contractor shall enter into and comply with the requirements of any Approved Disposal Facility Access Agreement, Approved Recycling Facility Access Agreement or Acceptance Protocols.
- b) Breach by the Contractor of the requirements of any of the Approved Disposal Facility Access Agreement, Approved Recycling Facility Access Agreements or Acceptance Protocols shall be a breach of the Contractor's obligations under this Contract.
- c) The Council may pay any moneys owed and unpaid by the Contractor to any Approved Disposal Facility Operator and/or Approved Recycling Facility Operator pursuant to an

Approved Disposal Facility Access Agreement and/or Approved Recycling Facility Access Agreement. All such moneys shall be paid by the Contractor to the Council immediately on request and may be deducted from moneys owed by the Council to the Contractor pursuant to this Contract

1.11 Contractor's Employees

1.11.1 Generally

- a) The Contractor shall provide a sufficient number of personnel with adequate skills, training and qualifications (including in the case of drivers, hold an appropriate and current New Zealand driver's licence) to carry out promptly and effectively the Services under this Contract and otherwise to perform the obligations of the Contractor under this Contract.
- b) The Contractor shall employ sufficient numbers of suitably qualified, trained and experienced staff to adequately supervise all field operations including those of Approved Subcontractors.
- c) Details of the Contractor's staff and structure are to be included in the Operations and Procedures Plan under Clause 1.6 Operations and Procedures Plan.
- d) When required by the Council Representative the Contractor shall provide evidence and records to demonstrate it is complying with the requirements this Clause 1.11.1.

1.11.2 Key Personnel

- a) The Contractor shall utilise the Key Personnel specified in Conditions of Contract Annexure 1 – Reference Schedule in the positions nominated.
- b) The Contractor shall not remove Key Personnel from the Services, vary the duties of Key Personnel as they specifically relate to this Contract, or replace any Key Personnel nominated for the Services without first consulting with and receiving feedback from the Representative.
- c) Any replacement of Key Personnel proposed by the Contractor shall require the Council Representative's written approval (such approval shall not be unreasonably withheld or delayed). Wherever possible the Contractor shall allow for an appropriate period of overlap to prevent any loss of continuity in performance of the Services. All costs of replacing assigned personnel including the costs of information transfer between the Contractor's personnel shall be borne by the Contractor.
- d) The Council Representative may, on reasonable grounds, give notice (including reasons) to the Contractor requiring that any of the Key Personnel be no longer employed in providing the Services provided that where practicable, before giving that notice, the Council Representative has advised the Contractor of the concerns and has given the Contractor reasonable opportunity to address them. The Contractor shall take all necessary action to comply with such request.

- e) The Contractor undertakes that any replacement Key Personnel will possess an equal level of skill and experience as the incumbent Key Personnel.

1.11.3 Staff Presentation and Identification

- a) The Contractor shall ensure that all staff and Approved Subcontractors performing the Services are appropriately attired.
- b) The Council may direct the Contractor that certain uniforms, clothing, safety equipment and name badges may or may not be used.
- c) The Council may direct the Contractor as to the standard of cleanliness, repair and presentation of uniforms, clothing and safety equipment that is acceptable.
- d) The Contractor shall comply with any directions given under this Clause 1.11.3 (c) above and compliance with any such directions shall not constitute a Variation.

1.11.4 Conduct of Personnel

- a) The Contractor shall ensure that all personnel utilised in the provision of the Services:
- Conduct themselves in a friendly, courteous, civil and inoffensive manner to foster good relationships between the Council and the public;
 - Carry out their duties at all times with as little inconvenience and disturbance to others as possible, and without causing any nuisance; and
 - Conduct themselves in accordance with the requirements set out in the Specifications of Annexure 19.
- b) The Contractor shall ensure that all personnel utilised in the provision of the Services collect ONLY Refuse and Recyclables specified in the Contract and pursuant to Clause 1.41.7, Use of Collection Vehicles of the Specifications set out in Annexure 19. The collection of any other refuse and recyclables or any other items for personal reward or other consideration is prohibited without the written approval of the Council Representative. If the Contractor's employees or Approved Subcontractors are found collecting any materials other than the Refuse and Recyclables specified in the Contract the Council may, in addition to any other remedies, recover the estimated costs of disposal and/or processing such materials for the period that such materials are shown to have been collected, or in the absence of clear evidence of the period, from the Services Commencement Date.

1.11.5 Removal of Personnel

- a) The Council Representative, acting reasonably may by notice in writing to the Contractor require that any personnel utilised in the provision of the Services that misconducts him or herself or fails to comply with customer courtesy requirements of this Contract be removed, within a stated time, from any activity involved in performing

the Services. In this event the Contractor shall comply with the Council Representative's instructions and provide a suitable replacement at its own cost.

1.12 Advertising on Vehicles and Approved Collection Containers

1.12.1 Council's Advertising Rights

- a) The Council reserves the right to have appropriate promotional signage relevant to the Services placed on Approved Collection Containers and Collection Vehicles. The Council will consult with the Contractor concerning the content of the promotional material prior to the placing of any promotional material. Such advertising may include (but is not limited to) messages pertaining to waste minimisation and/or sustainability.
- b) The Contractor shall not advertise, nor permit advertising, on Approved Collection Containers or Collection Vehicles, unless prior approval is given by the Council Representative which may be given or withheld at the Council's entire discretion.
- c) This provision does not prevent the Contractor including its own name or logo on Collection Vehicles pursuant to Clause 1.41.8 Collection Vehicle Signage of the Specifications as set out in Annexure 19.

1.13 Transition on Contract End

1.13.1 Transition Plan

- a) If required by the Council Representative, not less than the period stated in Conditions of Contract Annexure 1 – Reference Schedule, prior to the Contract Expiry Date, the Contractor shall prepare and submit to the Council Representative for approval, a draft Transition Plan for the changeover or transfer of any Services to the Council and/or any incoming contractor(s) engaged by the Council to perform all or part of the Services. The Contractor shall make any amendments to the draft Transition Plan as directed by the Council Representative and any such amendments shall not constitute a Variation. The Contractor shall implement the Approved Transition Plan.

1.13.2 Handover Report

- a) On termination of this Contract for any reason the Contractor shall provide a Handover Report to the Council Representative. The Handover Report shall contain the information required on Contract termination set out in Annexure 14 – Reporting and any other information reasonably required by the Council Representative.
- b) The Contractor shall bear the cost of the Handover Report if termination of the Contract arises as a result of default by the Contractor. The Council shall bear the cost of the Handover Report if termination occurs as a result of default by Council or as a result of a Force Majeure Event.

1.13.3 Return of Information and Data

- a) On termination of this Contract for any reason:

1. The Contractor shall promptly provide to the Council Representative all data and factual information collected by the Contractor during the course of the Contract and any other property or equipment of any of the Council in the possession or control of the Contractor in relation to this Contract.
2. The Contractor may retain a copy of such data and factual information. Such data and factual information shall be Confidential Information for the purposes of Clause 1.31.1 Confidential Information and shall not be released to any third party without the written approval of the Council Representative.

1.13.4 Co-operation

- a) On termination of this Contract for any reason, and in order to provide a seamless transition of the Services, the Contractor shall co-operate fully with the Council and/or any incoming contractor(s) engaged by the Council to perform all or part of the Services.
- b) The Contractor shall co-ordinate with the Council and/or the incoming contractor(s) in connection with the transfer of data as is required (if any) from the Contractor's system to the Council's system or the system of the incoming contractor, whether prior to or after the termination date.

1.13.5 Council Logo

- a) On termination of this Contract for any reason the Contractor shall:
 1. At the Council Representative's direction, either return to the Council Representative or destroy all stationery and other items which include the Council's logo or other Council corporate identity held by the Contractor; and
 2. Cease using any such Council logo or corporate identity and remove such logo and corporate identity from all Vehicles, Plant and Equipment and personnel uniforms.

1.14 Audit and Monitoring Services

1.14.1 Contractor to Self Audit

- a) The Contractor is responsible for monitoring the quality of the Services provided under this Contract and its compliance with the requirements of this Contract. The Council's primary focus will be on ensuring that the Contractor carries out this self monitoring and accurately reports the results to the Council Representative in accordance with the Contractor's reporting requirements as set out in the Specifications (Annexure 19).
- b) The Contractor shall fit cameras to Collection Vehicles to help assist with auditing compliance with the Recyclables acceptance criteria at no additional cost to the Council.
- c) The objective of this self monitoring regime is to implement a continuous improvement approach, taking remedial action where quality deficiencies in the Services have occurred.



1.14.2 Council Audits

- a) The Council may monitor and audit all or any aspects of the provision of the Services and the performance of the Contractor under this Contract from time to time. An audit may take the form of spot checks and/or a more formal audit. The objective of such audit shall be to ascertain the level of compliance by the Contractor with the requirements of this Contract, with a particular focus on the quality of the Services.
- b) The Contractor shall co-operate with the Council and its auditors to provide access to such information, premises and employees of the Contractor and its Approved Subcontractors as shall be reasonably necessary to facilitate such audits.
- c) The Council's audit rights contained in this Clause 1.14.2 Council Audits are in addition to, and do not in any way limit or derogate from, any additional audit right of the Council contained elsewhere in this Contract.

1.14.3 Rights of Access

- a) The Council Representative (or any person(s) authorised in writing by the Council Representative) may at all reasonable times access and inspect the Contractor's Facilities, Vehicles, Plant and Equipment, the Contractor's records and the provision of the Services to audit the Contractor's compliance with the requirements of this Contract. Without limiting the foregoing this includes allowing the Council Representative or any other able bodied authorised persons to travel in any Collection Vehicle during the provision of the Services. Such persons must comply with the Contractor's health and safety requirements.

1.14.4 Waste Stream Audits

- a) The Council may undertake waste stream analysis of Refuse and Recyclables from time to time as the Council shall elect. The Contractor shall co-operate and assist with all waste stream audits.
- b) Waste-stream audits may be conducted to determine (without limitation) the following:
 - 1. The composition of all waste streams;
 - 2. The proportion and composition of potentially recoverable material available in the Refuse waste stream;
 - 3. The proportion and composition of unacceptable materials within the Refuse and Recyclables waste streams;
 - 4. Participation and quantity generation rates.
- c) Waste stream audits may include Kerbside audits which may be conducted on a random basis. Kerbside audits may (without limitation) have the following objectives:
 - 1. To determine compliance by Customers in the presentation of Refuse and Recyclables; and

2. To determine compliance by the Contractor with the requirements of the Contract Specifications of Annexure 19.

1.14.5 Customer Satisfaction Surveys

- a) The Council may carry out Customer satisfaction surveys to monitor Contractor compliance with the requirements of the Contract.
- b) Effective management of Customer problems will be an important aspect of such surveys, and (where applicable) may be used as an indicator in the formal performance measurement and evaluation process as detailed in Annexure 4 – Performance Standards.
- c) Customer satisfaction surveys shall be statistically valid and will represent a fair and accurate measure of Customer satisfaction across the Services being surveyed.

1.15 Council Obligations

- a) The Council shall ensure that the information and other material set out in Annexure 18 – Information to be provided by the Council is provided promptly and accurately to the Contractor at the times set out in that Annexure.
- b) The Council will do the things set out in Annexure 13 – Council Provision Schedule.

1.16 Variations

1.16.1 Emergencies

- a) Where in the opinion of Council Representative an emergency exists which poses a risk to public health, public safety or the environment the Council may direct the Contractor to provide additional or varied Services.
- b) Additional or varied Services provided by the Contractor under this Clause shall be treated as a Mandatory Variation under Clause 1.16.3 Variations – General.

1.16.2 No Variations without Instruction

- a) The Contractor shall not vary the Services without an instruction in writing from the Council Representative unless the Council Representative has verbally advised that the Variation is required as a result of an emergency. In that instance the Contractor shall carry out the Services required by the Variation. In an emergency situation, the Council Representative will provide a written Variation Order within five (5) Business Days of the verbal instructions.

1.16.3 Variations General

- a) A Variation is:

1. Any material or substantial increase, decrease or addition to the Services, provided any additional Services are within the type of Services offered generally by the Contractor; and/or
 2. Any material or substantial change in the way in which the Services are to be provided by the Contractor at the Council's request,

but does not include any such increase, decrease, addition or change to the extent expressly excluded in this Contract.
- b) The Council Representative may request the Contractor to provide a submission as to a proposed Variation.
 - c) After receiving a Variation submission request the Contractor shall submit to the Council Representative within a specified timeframe agreed by the Parties the following:
 1. The cost of the Variation;
 2. Where not specified in the request, the commencement date for the Variation;
 3. The extent to which the Variation will/may affect the provision of the Services; and
 4. Such other supporting information and/or conditions as shall be reasonably required by the Council Representative or that the Contractor reasonably requires being included in the Variation.
 - d) The Contractor shall be entitled to reasonable costs and expenses in providing this information.
 - e) The Contractor shall be entitled to present a Variation request to the Council. The Contractor shall, when submitting such a request, provide the information required under Clause 1.16.3 (c) Variations General.
 - f) The Council is not obliged to proceed with any Variation under Clauses 1.16.3 (c) and 1.16.3 (e) Variations – General. If the Variation is to proceed the Council Representative will notify the Contractor in writing of that decision and will provide a written Variation Order.
 - g) The Council Representative may instruct the Contractor to carry out any Variation without the Contractor having to supply the information required under Clause 1.16.3 (c) Variations General. Such notice shall be referred to as a Mandatory Variation and shall be instructed by a Variation Order.
 - h) The Contractor shall comply with and carry out a Variation ordered under Clause 1.16.3 (f) Variations General and Mandatory Variations under Clause 1.16.3 (g) Variations General.
 - i) The Contract Sum shall be adjusted for a Variation ordered under Clause 1.16.3 (f) and 1.16.3 (g) Variations General as set out in Clause 1.16.5 Valuations of Variations.

1.16.4 Clarification of Direction

- a) Where a direction is given by the Council Representative which is not in writing or is not expressly stated to be a Variation and the Contractor considers it is a Variation (or a matter to be treated as a Variation), it shall, within fifteen (15) Business Days of receiving the direction, give written notice to the Council Representative that it considers the direction to entitle the Contractor to a Variation. Unless the Council Representative, by written notice within a reasonable time, rejects the Contractor's claim, it shall be treated as if it was a Variation which shall be formalised as provided for in Clause 1.16.2 No Variations without Instructions. If the Contractor does not give such written notice within the required time, the direction shall not be a Variation.

1.16.5 Valuation of Variations

- a) If any Variation (or a matter to be treated as a Variation under this Contract) results in:
1. Any reasonable additional cost being incurred, or any additional work reasonably being required to be performed by the Contractor, or any reduction in cost, or any reduction in the work reasonably required to be performed by the Contractor, the payment to be made for the Services to the Contractor shall be adjusted by such amount as the Parties may agree or, failing such agreement, by such amount as fairly reflects the value of the Variation.
 2. Where the pricing information set out in the Schedules of Prices contains prices or rates which are directly applicable or if not directly applicable has a sufficient relationship to the Variation for it to be reasonable for the Variation value to be derived from them, those figures shall be used as a base for calculating the value of the Variation. A negative valuation (reducing the quantum of the Services or the cost of the provision of the Services) shall be valued in accordance with Clause 1.16.5 (a) Valuation of Variations.
- b) Where practicable all Variations shall be valued before the Variation is ordered, but any failure to do so shall not invalidate the Variation.
- c) The Council is entitled to omit any work from the Services to be provided under the Contract, whether or not any such work omitted is subsequently carried out by another contractor or by the Council itself.

1.16.6 Dayworks

- a) The Council Representative may request Variations that do not have applicable rates in the Schedule of Prices be carried out on a Dayworks basis. In addition some elements of the Services are to be carried out on a Dayworks basis as set out in the Specifications of Annexure 19.
- b) Such Variations and Services shall be valued on the basis of the Dayworks rates set out in the Schedule of Prices, Clause 14, Annexure 2 (as adjusted in accordance with the Service Rates escalation set out in Clause 13, Annexure 2 – Schedule of Payments).

- c) Where there are no applicable Dayworks rates the relevant work shall be valued as a Variation or the Parties may agree to insert a new line item for a Dayworks rate.
- d) The Contractor shall record Dayworks Services on a daily basis in such format as is required by the Council Representative. The recording shall include:
 - 1. Time spent by each worker;
 - 2. Each item of Vehicles, Plant and Equipment ours used in the provision of the Dayworks Services and the time (in hours) of usage of each item); and
 - 3. Any materials used in the provision of the Dayworks Services; and
 - 4. Any miscellaneous items used in the provision of the Dayworks Services.
- e) Records of Dayworks Services shall be provided to the Council Representative on a daily basis, and if agreed shall be the basis for payment. If the Council Representative is not available the daily records shall be verified by the Contractor Representative (or other senior employee of the Contractor) and shall be signed as correct. Such signed off records shall be submitted with the Contractor's monthly Claim and shall be prima facie evidence of the time and materials used in carrying out the Dayworks.
- f) The Daywork rates for labour and Vehicles, Plant and Equipment in the Schedule of Prices are all-inclusive rates, and:
 - 1. The rates for labour include all costs necessary to provide an efficient worker on site, and shall be deemed to include but not be limited to, all wages inclusive of overtime payments, all the Contractor's overhead costs, supervision, time keeping, travel to and from site, all overheads and profit, minor charges, and all minor equipment.
 - 2. The rates for Vehicles, Plant and Equipment include all costs necessary to provide an efficient vehicle, plant and equipment item per working hour on site and shall be deemed to include but not be limited to all, insurance, maintenance, wear and tear, repairs and renewals; standing time, fuel and consumables, superintendence, fittings and fixtures, all hire and lease costs, overheads and profit and incidental charges.
 - 3. Materials shall be priced on the basis of trade price of the materials to the Contractor inclusive of all discounts whether trade or otherwise plus the percentage to be applied to Dayworks materials as set out in the Schedule of Prices, which percentage is deemed to cover transport, loading and off-loading, all the Contractor's overheads and profit and incidental costs.
 - 4. Rates for miscellaneous items included in the Schedule of Prices shall include all costs necessary to provide the nominated item and shall include, but not be limited to, all labour, Plant, Equipment, materials, overheads and all other costs associated with the provision of the Dayworks items.

1.17 Subcontracting

1.17.1 Subcontracting Generally

- a) The Contractor shall not subcontract all of the Services to be provided by it under this Contract.
- b) The Contractor shall utilise the Approved Subcontractors nominated by the Contractor and Approved by the Council to undertake the applicable Services pursuant to Attachment 10 – Approved Subcontractors of the Specifications (Annexure 19).
- c) The Contractor may only engage further subcontractors as have been Approved by the Council to carry out a material part of the Services under this Contract. The Council's approval shall be conditional upon the form of subcontract being Approved by the Council and the subcontractor entering into a Continuity Deed with the Council in accordance with Annexure 5 – Form of Continuity Deed of the Specifications (Annexure 19).
- d) The Contractor shall be responsible for the payment of all Approved Subcontractors' remuneration.
- e) The Contractor acknowledges that upon the termination of this Contract for any reason, the Council may negotiate with any Approved Subcontractor directly for the provision of further Services.

1.17.2 Contractor to Provide Information

- a) With any application for the consent of the Council to any subcontracting, the Contractor shall provide all such information as may be reasonably required by the Council, including, but not limited to, evidence that the proposed subcontractor will be capable of performing the obligations of the Contractor under this Contract that are to be subcontracted.
- b) This may include details of motor vehicles and equipment, employees, facilities, management, staff, systems and financial resources proposed to be used by the subcontractor.

1.17.3 Contractor still to be Liable

- a) No subcontracting of any part of the Services under this Contract will relieve the Contractor from any liability under this Contract or at law in respect of the performance or purported performance of this Contract. The Contractor shall be responsible for the acts and omissions of all Approved Subcontractors or any Approved Subcontractor's employees and agents as if they were the acts or omissions of the Contractor.

1.17.4 Sub-contract not to be Varied

- a) Any contract with an Approved Subcontractor that has been approved by the Council shall not be varied in any material way or terminated without prior written consent of the Council, which shall not be unreasonably withheld or delayed.

1.18 Bond

1.18.1 Contractor's Bond

- a) The Contractor shall provide a Bond which shall:
 - 1. Be provided, duly executed, not later than 10 Business Days after the Contract Commencement Date.
 - 2. Equal the Bond Amount as set out in Conditions of Contract Annexure 1 – Reference Schedule.
 - 3. Be provided by the Bond provider set out in Conditions of Contract Annexure 1 – Reference Schedule.
- b) The Bond shall be released on the proper completion of all of the Contractor's obligations under this Contract and finalising of all payment adjustments under this Contract.
- c) The Council may only make demand under the Bond if the Contractor shall fail to pay any moneys due to the Council under this Contract or if the Contractor shall otherwise be in default of a material obligation under this Contract.
- d) The Council shall give written notice to the Contractor if demand is made on the Bond.
- e) If the Council shall apply the Bond or any part thereof to rectify or part rectify any breach of this Contract by the Contractor, the Contractor shall within five (5) Business Days of receipt of written notice from the Council Representative provide a replacement Bond or "top up" Bond so that the total aggregate Bond amount equals the Bond Amount specified in Conditions of Contract Annexure 1 – Reference Schedule.

1.18.2 Deferral of Payments

- a) The Council shall not be required to make any payment to the Contractor under this Contract until the executed Bond and requisite insurance details have been provided to the Council.

1.19 Financial Management and Disclosure

- a) The Contractor shall operate a system of Open Book Accounting. The system shall record full financial management of all aspects of the Services.
- b) The Contractor shall have the Contractor's financial records and annual accounts independently audited or verified annually prior to the anniversary of the Services

Commencement Date and such information shall be supplied to the Council Representative not more than three months after the Contractor's annual balance date.

- c) In addition to the above the Contractor shall disclose all financial records and all associated information relating to the provision of the Services to the Council Representative upon request during the Contract Term.

1.20 Intellectual Property and Contract Information

1.20.1 Contract Information

- a) All Contract Information is owned by the Council.
- b) The Contractor may use Contract Information for the purposes of this Contract only.
- c) On this Contract coming to an end (for any reason) the Contractor shall if called upon by the Council Representative immediately hand over (where practicable the original and otherwise a copy) all of the Contract Information held by it to the Council Representative. The Contractor is however entitled to retain one copy of the Contract Information as a file copy for its records. The Contractor shall not use such retained information for any other purpose.
- d) If the Council Representative asks, the Contractor shall also supply reasonable comment or explanation in connection with the Contract Information that is required to provide the Services. Such comment or explanation shall be supplied within a reasonable time of the request. Other than when the Contract is terminated due to the default of the Contractor, the Contractor's reasonable expenses in providing such comment or explanation shall be borne by the Council.

1.20.2 Intellectual Property

- a) Each Party shall continue to own Intellectual Property held by it prior to the commencement of this Contract.
- b) The Contractor shall retain copyright of all Intellectual Property provided by the Contractor in the provision of the Services. The Contractor shall grant to the Council a non-exclusive licence to use such Intellectual Property only for the provision of the Services under Clause 1.27 Step in Rights.
- c) The Contractor warrants that it holds the copyright in all Intellectual Property provided by the Contractor as part of the Services and has the power to grant the non-exclusive licence referred to in this Clause 1.20.2 (b).
- d) The Contractor warrants that the Intellectual Property utilised or provided by the Contractor in the provision of the Services does not infringe the Intellectual Property rights of any other person.



1.21 Communications

1.21.1 Contractor Representative

- a) The Contractor shall at all times during the Contract Term appoint a competent person acceptable to the Council to be the Contractor Representative. As at the date of this Contract the Contractor Representative is the person referred to in Conditions of Contract Annexure 1 – Reference Schedule.
- b) The Contractor Representative is authorised to receive all directions and instructions in connection with provision of the Services and this Contract on behalf of the Contractor.
- c) The Contractor Representative or a substitute person nominated by the Contractor Representative shall be contactable at all reasonable times (to be not less than the hours any Collection Vehicle is operating) by telephone, mobile telephone, radio, facsimile, pager or other suitable communication device.
- d) The Contractor Representative must be equipped with a suitable vehicle (including a reliable motor vehicle mobile communication system).
- e) The Contractor may appoint a replacement Contractor Representative with the Council Representative's written consent (such consent will not be unreasonably withheld or delayed).
- f) The Council may at any time by notice in writing to the Contractor object on reasonable grounds to the continuance of any person as the Contractor Representative. The Council's notice shall state the grounds upon which the objection is based. The Contractor shall, subject to Clause 1.21.1 (e) above, as soon as practicable appoint a replacement person to that position.

1.21.2 Council Representative

- a) The Council shall at all times during the Contract Term appoint a competent and authorised representative to be the Council Representative. As at the date of this Contract the Council Representative is the person referred to in Conditions of Contract Annexure 1 – Reference Schedule.
- b) The Council may replace the Council Representative at any time. The Council will give prompt written notice to the Contractor of any replacement Council Representative.
- c) The Council Representative is authorised by the Council to give and receive all directions and instructions in connection with the Services on behalf of the Council.

1.21.3 Communications

- a) All contract administration and higher level communications between the Contractor and the Council shall, as is practicable and subject to any express contrary provision in this Contract, be between the Parties Representatives. The Parties acknowledge the need for discussion and dialogue and that the Parties Representatives will regularly talk

together. However material and significant advice, communications or instructions should be recorded in writing (email is acceptable for routine communications).

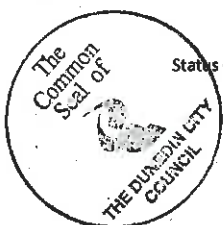
- b) Any direction, instruction, notice, determination, approval or other communication made or given to the Contractor Representative is deemed to have been made or given to the Contractor. Any matter within the knowledge of the Contractor Representative is deemed to be within the knowledge of the Contractor.

1.21.4 Meetings

- a) The Contractor Representative (or his or her alternative) must be available to meet the Council Representative daily (if reasonably required) at the Council's offices to discuss delivery of the Services and to discuss how any problems or complaints are being addressed.
- b) If the Council Representative waives these meetings he/she may reinstate these meetings at any time.
- c) The Contractor Representative and the Council Representative shall engage in regular monthly partnering meetings or at any other time reasonably requested by the Council Representative to review the Services and discuss any issues relating to the performance of the Services and the Council's requirements.
- d) The Council Representative and the Contractor Representative shall also facilitate an annual review of the delivery of the services and the performance of the Contractor on or about each anniversary of the Services Commencement Date. The Council Representative will review a number of matters relating to the Services, including but not limited to the following:
 - 1. Monthly KPI results gained;
 - 2. Contamination objectives;
 - 3. Working relationships with the Approved Disposal Facility(s) Operator and the Approved Recycling Facility Operator(s); and
 - 4. Council and community satisfaction.

The Council and the Contractor shall consider whether any changes should be made to the performance assessment provisions to improve workability or more accurately reflect performance by the Contractor. Any changes shall be implemented at the sole discretion of the Council.

- e) Meetings will be chaired by the Council Representative. The Council Representative shall be responsible for taking and distributing minutes of each meeting.
- f) Further requirements for meetings are detailed within Annexure 14 – Reporting, Clause 3 - Contract Meetings.



1.21.5 Customers

- a) The Council's Customer Services Department will respond to **ALL** Customer related enquiries so that a consistent level of Service is provided. Should a Customer contact the Contractor directly, the Contractor shall direct the Customer to the Council's Customer Services Department.

1.21.6 Media

- a) Except as required in the terms of this Contract, the Contractor shall make no statement concerning the Contract, whether written or verbal, to any member of the public, the public in general or to any news media and it shall refer any contact by these parties to the Council Representative. In all contact with the public the Contractor shall behave in a manner that meets the expectations of the Council's Customer Services Training Guide which is available from the Council Representative on request.

1.21.7 Public Educational Information

- a) All educational posters, leaflets, brochures, letters and any other media used to communicate any information relating to the Services to the public shall be Approved by the Council before any such information is used and distributed by the Contractor to recipients of the Services, residents or members of the public, except as otherwise specified in this Contract.
- b) The Contractor shall produce educational material including but not limited to a Prohibited and/or Non Compliant Refuse or Recyclables sticker/tag that advises residents of non-complying materials and the reason for non-collection. The Contractor shall obtain the written approval from the Council Representative before any such information is used, supplied and distributed to recipients of the Services, residents or members of the public, except as otherwise specified in this Contract.
- c) A representative of the Contractor may be required to attend public meetings and seminars, etc. to present information on aspects of the Services.

1.21.8 Online Access

- a) The Contractor shall provide, pay for and maintain online access to the Council. This will provide the Contractor with access to the Council's Request for Service system.

1.21.9 Email

- a) The majority of communication with the Council will be via e-mail and the Council's RFS system. The Contractor shall ensure that all relevant staff have access to individual e-mail and the e-mail system must be reliable and operational at all times.
- b) The Contractor shall ensure that fire walling and virus protection are installed and maintained to protect the electronic interface with that of the Council's system.

1.21.10 Telephones and Radios

- a) All relevant staff of the Contractor shall have a telephone number and they shall have voice mail. The Contractor shall have contact with all Collection Vehicle operators and Approved Subcontractors at all times.

1.22 Partnering

1.22.1 Partnering

- a) Partnering is included in this Contract pursuant to Annexure 1 – Reference Schedule.
- b) Partnering philosophy:

‘Partnering’ is a method of operating a contractual relationship to promote prompt and constructive communication and a problem solving approach between the Parties. Partnering has four (4) primary objectives:

1. Ensuring that the Contract operates smoothly;
2. To explore opportunities to deliver mutual benefits to the Parties under the Contract;
3. Facilitating open ‘no surprises’ contract communication; and
4. Facilitating the prompt and constructive resolution of disputes.

- c) Partnering obligations:

1. The Parties agree to implement partnering in this Contract in accordance with Annexure 3 – Partnering.

- d) Partnering and the Contract:

1. The use of partnering techniques and the adoption of the partnering procedures as promoted in this Contract does not in any way imply any fiduciary obligations, partnership or joint venture between the Parties.
2. The partnering obligations set out in Annexure 3 – Partnering and any partnering charter and protocol developed by the Parties are subordinate to the provisions of this Contract and shall not be construed as overriding, amending or waiving any contractual rights or obligations.

1.22.2 Contract Performance Team

- a) General

1. In addition to the general context of the partnering approach to be implemented under this Contract, the Parties agree to establish a Contract Performance Team to facilitate the regular assessment of performance and continual improvement to work practices.

2. The Contract Performance Team will undertake the dual role of reviewing recent operations, and considering future improvements to the Services.
- b) Appointment of team members
1. The Council and the Contractor shall each appoint the number of representatives set out in Annexure 1 – Reference Schedule to the Contract Performance Team.
 2. The Council and the Contractor will only select persons as representatives who have the necessary skills and knowledge to initiate and develop improvements in the delivery of the Services.
- c) Functions of the Contract Performance Team
1. The Contract Performance Team will monitor the provision of the Services and Service delivery outcomes and seek co-operatively to identify investigate and where applicable resolve, as a minimum the following matters:
 - Problems in delivery of Services;
 - Non compliance with Service standards and the Performance Standards;
 - Promoting safe work practices;
 - Promoting quiet work practices;
 - Potential improvements to Customer service centre efficiency, quality and productivity;
 - Potential improvements to the efficiency, quality and productivity of Services;
 - Performance targets for Services;
 - Technological developments and other possible improvements; and
 - Measures that may be taken to decrease the quantity of Refuse collected, increase and maintain resource recovery and protect resource value.
- d) Participation in the Contract Performance Team
1. The Contractor and the Council will each actively participate in Contract Performance Team meetings.
 2. In addition to the Contract Performance Team representatives from the Council and the Contractor, the Council Representative may also invite representatives of the operator of any Approved Disposal Facility or Approved Recycling Facility and any party that the Council Representative considers could reasonably contribute to the Contract Performance Team deliberations, provided that any such person shall, prior to and as a condition of attending any Contract Performance Team meeting, execute an acknowledgement in a form satisfactory to the Contractor (acting reasonably) to the effect that the proceedings of such meeting are confidential.
 3. The Council Representative may also invite any other person to Contract Performance Team meetings from time to time such as (but not limited to) elected Council members, the media, representatives of interested industry groups etc. provided that any such person shall, prior to and as a condition of attending any Contract Performance Team meeting, execute an acknowledgement in a form

satisfactory to the Contractor (acting reasonably) to the effect that the proceedings of such meetings are confidential.

e) Contract Performance Team meetings

1. The Contract Performance Team shall be chaired by the Council Representative or the Council Representative's nominee. Such chairperson will determine the procedures of the Contract Performance Team and call meetings as required, and record and distribute the minutes of meetings.
2. The Contract Performance Team meeting frequency shall be every month in the lead-up to the Services Commencement Date and during the first twelve (12) months of the Contract Term, then at least every three (3) months during the balance of the Contract Term or otherwise at a frequency agreed between the Council Representative and the Contractor Representative.

f) Decisions of team not binding

1. The Contract Performance Team is not authorised to vary this Contract or alter the obligations of any Party under this Contract.
2. The deliberations and decisions of the Contract Performance Team do not bind the Parties unless reduced to writing and signed by a duly authorised representative of each Party. The minutes of the proceedings of the Contract Performance Team shall not be construed as reducing such agreements or approvals to writing for the purposes of this Clause.
3. Nothing in this Clause requires any Party to accept any proposals or decisions of the Contract Performance Team.

1.22.3 Project Control and Implementation Group

- a) The Parties shall appoint a Project Control Group to oversee the implementation of the Contract and the ongoing review of the overall provision of the Services under the Contract.
- b) The Project Control Group shall consist of agreed representatives nominated by the Contractor (at both the executive and local level) and appropriate management staff of the Council. The Council shall approve all representatives nominated by the Contractor for the Project Control Group.

1.23 Insurance

1.23.1 Public Liability Insurance

- a) The Contractor shall effect public liability insurance, for at least the sum (and having an excess or deductible not exceeding the sum) set out in Annexure 1 – Reference Schedule for any one claim or series of claims arising out of the same occurrence with no limit on the total number of occurrences payable.

- b) The public liability insurance effected by the Contractor shall cover liability for loss or damage to any property, injury or death or illness to any person occurring anywhere in New Zealand arising in connection with the Contract.

1.23.2 Motor Vehicle Public Liability

- a) The Contractor shall effect insurance against public liability arising out of the use of any motor vehicle belonging to or under the custody or control of the Contractor and its personnel or any other person in connection with the provision of the Services. Under this Clause the term 'motor vehicle' means any vehicle or equipment which is licensed or required by law to be licensed as a motor vehicle. The motor vehicle liability insurance shall be for at least the sum (and having an excess or deductible not exceeding the sum) set out in Annexure 1 – Reference Schedule for any one claim or series of claims arising out of the same occurrence with no limit on the total payable on the number of occurrences.

1.23.3 General Provisions regarding Public Liability Insurance

- a) All public liability insurance effected by the Contractor pursuant to Clauses 1.23.1 and Clause 1.23.2, as detailed above, must:
1. Include the Council as a co-insured;
 2. Be effected with reputable insurers acceptable to the Council and on terms Approved by the Council. The Council's acceptance and approval shall not be unreasonably withheld; and
 3. Provide that:
 - If a claim is made and accepted, the amount of cover shall automatically be reinstated to the full cover required by this Contract;
 - The insurance shall not be cancelled for non payment of premiums without 5 Business Days prior notification by the insurer in writing to the Council and to the Contractor; and
 - Default by an insured does not prejudice the rights of the other insured's.

1.23.4 Vehicles, Plant and Equipment Insurance

- a) The Contractor shall insure (or ensure insurance cover is in place in respect of) all Vehicles, Plant and Equipment utilised in the provision of the Services. The amount of the cover shall be at least the current market value of the Vehicles, Plant and Equipment.
- b) The Vehicles, Plant and Equipment cover shall cover loss or damage from any cause but may exclude wear and tear or gradual deterioration. This exclusion shall be limited to the defective item in the Plant and shall not extend to other items consequently lost or damaged.

1.23.5 Insurances Generally

- a) All insurances required by this Contract:
 - 1. Shall be in effect prior to the Services Commencement Date; and
 - 2. Shall continue in force until the expiry of this Contract.
- b) The Contractor shall, if requested by the Council Representative, produce:
 - 1. A certificate of insurance currency from the relevant insurer;
 - 2. A copy of the policies; and
 - 3. Receipts for payment of the current premiums.
- c) If the Contractor fails to arrange or keep in force any insurance required by this Contract, the Council may after notifying the Contractor in writing, arrange or keep in force the insurance.
- d) The Council may pay any premium due and unpaid by the Contractor and deduct that amount from any moneys due to the Contractor.

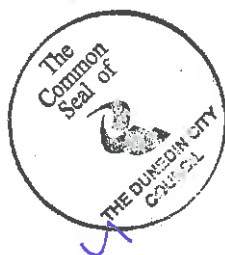
1.24 Indemnity

1.24.1 Contractor Indemnity

- a) The Contractor shall be liable for and shall indemnify the Council in respect of any damages, costs, loss or expenses incurred by the Council as a result of any breach by the Contractor of any of its obligations or warranties under this Contract, or as a direct result of any other negligent or fraudulent error or omission on the Contractor's part in the provision of the Services. The Council's right to make any claim against the Contractor whether under this indemnity or otherwise, will not be affected by the Council being an insured Party under the same insurance policy as the Contractor.
- b) The indemnity of the Contractor under Clause 1.24.1 (a), as detailed above, extends to any acts or omissions of the Contractor, its Approved Subcontractors, agents and employees and any assignees and includes indemnity in relation to personal injury, property and economic loss.

1.24.2 Council Indemnity

- a) The Council shall be liable for and shall indemnify the Contractor in respect of any damages, costs, loss or expenses incurred by the Contractor as a result of any breach by the Council of any of its obligations or warranties under this Contract, or as a direct result of any other negligent or fraudulent error or omission on the Council's part in the performance of its obligations under this Contract. The Contractor's right to make any claim against the Council whether under this indemnity or otherwise, will not be affected by the Contractor being an insured Party under the same insurance policy as the Council.



- b) The indemnity of the Council under Clause 1.24.1 (a), as detailed above, extends to any acts or omissions of the Council, its agents and employees and any assignees and includes indemnity in relation to personal injury, property and economic loss.

1.24.3 Indemnities Continue

- a) The indemnities contained in this Clause 1.24 Indemnity continue in full force and effect after the termination or expiry of this Contract for any reason.

1.25 Warranties and Representations

1.25.1 Contractor Warranties and Representations

- a) The Contractor represents and warrants that:
1. The Contractor is a duly incorporated company under the laws of New Zealand, has the power to enter into and perform this Contract and has taken all necessary action to:
 - (i) Authorise the entry into and performance of its obligations under this Contract;
 - (ii) Ensure that its obligations under this Contract are legal, valid and binding; and
 - (iii) Make this Contract admissible in evidence in New Zealand and in its jurisdiction of incorporation.
 2. This Contract constitutes valid and legally binding obligations of the Contractor enforceable in accordance with its terms.
 3. There is no action, suit, litigation, arbitration, administrative proceeding or claim current, pending or to the knowledge of the Contractor threatened which could materially adversely affect its financial condition, its business operations or its ability to fulfil its obligations under this Contract.
 4. All consents, permits and approvals under any law as shall be required on the part of the Contractor to render this Contract enforceable have been obtained.
 5. No corporate actions nor other steps have been taken by the Contractor nor to the best of the Contractor's knowledge have any steps been taken or proceedings initiated by any other person against the Contractor, for the winding up, dissolution, administration, re-organisation or liquidation of the Contractor or for the appointment of a receiver, administrator, trustee, statutory manager or liquidator of the Contractor or of any of its assets or revenues.
 6. The execution of and the performance of its obligations under this Contract will not conflict with any of the existing obligations of the Contractor or any applicable statute regulation or official or judicial order.

b) The Contractor warrants that:

1. All information provided by the Contractor to the Council in contemplation of this Contract is true, accurate and complete in all material respects and is not misleading.
2. It has the expertise and resources to perform the Services with due care and skill and that all Services will comply with the requirements of the Contract Documents.
3. It has examined all information and has made all enquiries relevant to its obligations under this Contract and is aware of all risks, contingencies, costs, difficulties and other circumstances in any way connected with the performance of its obligations under this Contract.
4. The Service Rates are sufficient to cover all risks, contingencies, costs, difficulties and other circumstances in any way connected with the performance of its obligations under this Contract.

1.25.2 Council Warranties and Representations

a) The Council warrants and represents that:

1. It is a local authority duly constituted under the Local Government Act 2002 and has the power to enter into and perform its obligations under this Contract and has taken all necessary action to:
 - (i) Authorise the entry into and performance of its obligations under this Contract;
 - (ii) Ensure that its obligations under this Contract are legal, valid and binding; and
 - (iii) Make this Contract admissible in evidence in the Courts of New Zealand.
2. This Contract constitutes valid and legally binding obligations of the Council enforceable in accordance with its terms.
3. All consents, permits and approvals under any law as shall be required on the part of the Council to render this Contract enforceable have been obtained.

1.26 Payments

1.26.1 Payment Rates

- a) The Council will pay the Contractor for Services provided under this Contract at the Service Rates that apply at the time the Services are supplied in accordance with Annexure 2 – Schedule of Payments.

1.26.2 Performance Adjustments

- a) The amount payable by the Council under this Contract in each month shall be adjusted in accordance with the Contractor's levels of achievement of the Performance Standards. The adjustments shall be determined in accordance with Annexure 4 – Performance Standards.
- b) The Parties acknowledge that the Contract Sum adjustments set out in Annexure 4 – Performance Standards reflect the diminished value of the Services to the Council where the Contractor has failed to achieve the Performance Standards.
- c) The Council's rights to adjust the payments due to the Contractor under Clause 1.26.2 (b), as detailed above, do not limit the Council's rights and remedies under the remaining parts of this Contract or at law. In particular the performance adjustments are not in substitution for and do not limit the Council's rights to recover damages arising from any breach of the Contractor's obligations under this Contract.
- d) The three (3) month period following the Services Commencement Date will be considered by the Council to be an introduction phase and the Contract Sum adjustments set out in Annexure 4 – Performance Standards shall not apply during this time.
- e) The Parties expect that trends with regard to performance will be settled six months after the Services Commencement Date. During the six month period following the Services Commencement Date.
- f) The Council and the Contractor shall monitor and review the Performance Standards set out in Annexure 4 – Performance Standards during the first six (6) months following the Services Commencement Date to ensure that the Performance Standards are achievable and realistic. The Council and the Contractor shall agree on such changes to the Performance Standards as are necessary to ensure that they are achievable and realistic and at a level which will ensure that a high level of Service is provided to Customers throughout the Contract Term. In the event that the Parties do not agree on changes to the Performance Standards, the Performance Standards in Annexure 4 – Performance Standards shall prevail.

1.26.3 Submission of Claims

- a) The Contractor shall deliver to the Council Representative a Claim for payment for the Services provided in each month during the Term. The Claim for payment must be supported by evidence of the amount due to the Contractor and such other information as the Council Representative may reasonably require to verify the amount due including the Services performed and the Service Rates applicable to those Services and (where applicable) adjustments required pursuant to the Performance adjustment regime under Annexure 4 – Performance Standards. The Claim shall also include sufficient information to allow the Council Representative to prepare a Buyer Created Tax Invoice in accordance with Clause 1.26.6 (b) Tax Invoices.

- b) Each Claim shall be in the form required by the Council and shall be delivered within five (5) Business Days of the last day of the month to which the Claim relates. Claims submitted by the Contractor after the required five (5) Business Days period shall be processed by the Council in the next month.
- c) The Council Representative shall approve or reject the Claim in writing to the Contractor within ten (10) Business Days of receipt. Where the Council Representative approves the Claim subject to conditions or adjustment or rejects a Claim, the Council shall notify the Contractor of such conditions or adjustment within ten (10) Business Days of submission of the Claim by the Contractor.
- d) Claim approval by the Council Representative may be withheld or delayed if insufficient information is supplied to enable a Claim to be verified. No interest pursuant to Clause 1.26.10 (b) Interest On Overdue Payments will be paid on payments delayed under this Clause.

1.26.4 Contractor Certification of Payments

- a) On submitting a Claim for any payment under this Contract, the Contractor shall certify in writing to the Council Representative that:
 - 1. It has paid all amounts due to all Approved Subcontractors and all other amounts, including any relevant government taxes, levies or charges, in respect of all work claimed for which has been subcontracted; and
 - 2. It has made all payments that it is required to make in respect of the Contractor's Vehicles, Plant, Equipment and Facilities falling due for payment up to the end of the period to which the Claim applies.

1.26.5 Power to Pay Approved Subcontractors and Suppliers

- a) If Council Representative has evidence that:
 - 1. The Contractor has failed to pay any amounts due to any party to which it has subcontracted any of its rights and obligations under this Contract; or
 - 2. The Contractor has failed to make any payment that it is required to make in respect of its Vehicles, Plant and Equipment or Facilities, the Council may deduct such amounts as appear to be due to the Contractor's Approved Subcontractors or to any third party with an interest in any of the Contractor's Vehicles, Plant, Equipment or Facilities from any payments due to the Contractor under this Contract, and withhold the moneys until it has been provided with evidence to the satisfaction of the Council Representative that all amounts due to the Contractor's Approved Subcontractors or such third parties have been paid.
- b) If no such evidence is provided to the Council within five (5) Business Days of request, the Council may:

1. Pay to the Contractor's Approved Subcontractors and such third parties any amounts which appear to be unpaid to the extent of the moneys which have been withheld from payments to the Contractor; and
 2. Deduct the amount of those direct payments from payments which are due or may become due to the Contractor.
- c) The Council will not make direct payments pursuant to Clause 1.26.5 (b), as detailed above, where the Council Representative is reasonably satisfied that the reason for non-payment by the Contractor is that there is a genuine unresolved dispute between the Contractor and the payee as to payment.
- d) Nothing in this Clause will in any way oblige the Council to make any payment to any of the Contractor's Approved Subcontractors or any such third parties. Any payments that may be made by the Council under this Clause will be deemed to have been made on behalf of the Contractor.
- e) Payment of any amount to an Approved Subcontractor shall not of itself imply that the Council has taken over the subcontract or in any way becomes bound to perform the Contractor's obligations to that Approved Subcontractor.

1.26.6 Tax Invoices

- a) The Claim submitted by the Contractor shall not be in the form of a tax invoice.
- b) Following approval of each Claim the Council Representative will prepare, on behalf of Council, a Buyer Created Tax Invoice for the amount of the Claim approved by the Council Representative and payable by the Council.

1.26.7 Payment

- a) Each Claim approval shall show:
 1. The amount payable by the Council for the Services provided;
 2. Provisional Sums, contingency and Dayworks amounts claimed;
 3. All additions or deductions for Variations;
 4. Recyclables Rebate shown as a credit;
 5. All deductions pursuant to the Performance Standards regime; and
 6. GST payable.
- b) Payments will be made on the 20th of the month for work carried out in the previous month.

1.26.8 GST

- a) In addition to the Council's obligation to pay Approved Claims, the Council agrees to pay GST to the Contractor for the Services supplied under this Contract that are a taxable supply under the GST Act.
- b) GST will be payable by the Council on the dates payment for the relevant supply is due under Clause 1.26.7 (b) as detailed above.

1.26.9 Correction of Payments

- a) The Council Representative may at any time correct any error discovered in any previous Approved Claim, and may (without limiting the Council's rights to recover any overpayment) add to or deduct from any subsequent Approved Claim appropriate adjustments to compensate for such error.
- b) When such adjustments occur the Contractor will provide tax invoices to the Council Representative to support any corrections within twenty (20) Business Days of being advised of them.

1.26.10 Interest on Overdue Payments

- a) If any moneys due to any Party are not paid by the date on which they should have been paid (except where the reason for non-payment is that there is a genuine unresolved dispute between the Parties as to the amount owing), then interest shall be payable thereon from the due date until the date on which they are paid. The rate of interest shall be the rate stated in Conditions of Contract Annexure 1 – Reference Schedule and if no rate is stated the rate shall be a rate of 4% per annum over the receiving Party's authorised overdraft rate adjusted and compounded quarterly.

1.26.11 Set off

- a) The Council may deduct any moneys payable by the Contractor to the Council from any moneys payable by the Council to the Contractor under this Contract.

1.26.12 Taxes and Deductions

- a) The Council may make such deductions and withholdings from payments due to the Contractor as required by law.
- b) The Council shall not be liable for any corporate, personal or withholding taxes or other taxes and levies in respect of the Contractor, its employees, or Approved Subcontractors (except as set out in this Contract). The Contractor shall indemnify the Council for any claim upon it by the Inland Revenue Department for any such corporate, personal or withholding taxes or other taxes or levies which should have been paid in respect of the Contractor, its employees or Approved Subcontractors.
- c) The Contractor warrants that it is a New Zealand resident for the purposes of the New Zealand Non-Resident Contractors Tax regime (NRCT) and that the Council are not

required to make withholding payments under that regime in relation to payments made under this Contract.

1.26.13 Calculation of revised Service Rates

- a) The Service Rates set out in the Schedule of Prices in Annexure 2 – Schedule of Payments will be adjusted annually in accordance with the Service Rates escalation formula set out in Annexure 2 – Schedule of Payments.

1.26.14 Non payment for Service failure

- a) The Council may withhold payment under this Contract if:
 - 1. The Contractor has either failed to comply with the requirements set out in this Contract or has omitted to provide any Services required under this Contract; and
 - 2. Such failure is not directly attributable to any act or omission by the Council under this Contract.
- b) The total amount withheld under this Clause shall not exceed the value of the Services which the Contractor failed to perform.
- c) Clauses 1.26.14 (a) and 1.26.14 (b) do not limit the Council's further remedies under this Contract or at law.

1.26.15 Recyclables Rebate

- a) The Council shall be entitled to receive from the Contractor a Recyclables Rebate from the sale of Recyclables. The amount for the Recyclables Rebate is to be determined in accordance with Clause 12, Annexure 2 – Schedule of Payments. The Recyclables Rebate shall be included in the monthly Claim from the Contractor as a credit and shall be deducted from the total amount of the Claim for the Services carried out by the Contractor in the previous month.

1.27 Step in Rights

1.27.1 Non-performance

- a) Where the Contractor fails to provide all or a material part of the Services for any reason, the Council may, without prejudice to any other right or remedy available to the Council under this Contract or at law, arrange for the provision of those Services.
- b) The Contractor shall provide the Council or its contractor(s) with its full co-operation as is necessary to facilitate the provision of those Services.
- c) Unless the Contractor's failure is due to Force Majeure Event under Clause 1.30 - Force Majeure, the reasonable costs incurred by the Council under this Clause shall be a debt due to the Council by the Contractor and may be deducted from payments due to the Contractor by the Council.

1.27.2 Prolonged non-performance

a) Council to give notice

1. Without limiting Clause 1.27 Step in Rights and In addition to all other rights and remedies available to the Council under this Contract (including but not by way of limitation Clause 1.28 – Termination) or at law, should the Contractor default in the performance or observance of any obligation it has under this Contract, or refuse or neglect to carry out or give effect to any order, instruction, direction or determination which the Council Representative and/or the Council is empowered to give or make under this Contract, and which is given or made in writing to the Contractor, the Council Representative may give notice requiring the Contractor to explain why the powers contained in this Clause 1.27 Step in Rights should not be exercised.
2. Such notice:
 - (i) Shall signify that it is a notice under this Clause; and
 - (ii) Shall specify the default, refusal or neglect on the part of the Contractor upon which it is based.

b) Council's powers

1. If, within twenty (20) Business Days after receipt of a notice given under Clause 1.27.2 (a), as detailed above, the Contractor fails to rectify the default to the Council's satisfaction, or the order, instruction, direction or determination is not carried out or given effect to and, the Council, without prejudice to any other rights that it may have under this Contract or at law, may:
 - (i) Suspend the performance by the Contractor of all or part of the Services;
 - (ii) Treat the matter as a dispute under Clause 1.29 Dispute Resolution of this Contract;
 - (iii) Suspend all payments under this Contract pursuant to Clause 1.27.2 (d), as detailed below, until the default is rectified or the Contract dispute is resolved;
 - (iv) Issue notice and terminate this Contract pursuant to Clause 1.28.1 (a); and/or
 - (v) Provide the applicable Services or arrange for the provision of those Services pursuant to Clause 1.27 Step in Rights.
- c) The suspension of payment under this Clause by the Council, will not in any way affect the continuing obligations of the Contractor under this Contract. Suspension of payment may be continued until the default has been rectified or the order, instruction, direction or determination is carried out or given effect to.
- d) If the Council elects to suspend the Services or part thereof, during the period of any suspension the Council shall not be required to make payment to the Contractor in

respect of those Services and the amounts payable to the Contractor under the Contract will abate by the value of the suspended Services as reasonably determined by the Council Representative. The Council shall be entitled to engage a third party to undertake all or any part(s) of the suspended Services during the period of the suspension provided that any loss, damage, cost or expense suffered or incurred by the Council as a direct result of the suspension of the Services shall be payable by the Contractor upon receipt of written demand by the Council or may (at the Council's sole and absolute discretion) be deducted from any amount payable to the Contractor by any of the Council under this Contract.

e) Effect of Termination or Suspension

1. Any suspension or termination by the Council in accordance with this Contract shall not affect any other right or remedy of the Council, or any obligation or liability of the Contractor, under this Contract.

f) Further remedies

1. Nothing in this Clause shall prejudice any other rights or remedies either Party may have (including any claim that either Party may have in respect of a breach or a failure of the other Party to comply with any part of this Contract, prior to the date of termination).

1.28 Termination

1.28.1 Termination Rights

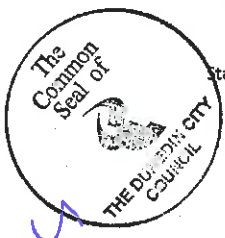
- a) Either the Council or the Contractor may terminate this Contract by notice in writing:
1. If the other Party commits or allows to be committed any material breach of this Contract and the breach is incapable of remedy; or
 2. If the other Party commits or allows to be committed any material breach of this Contract and fails to remedy the breach or fails to provide a solution to the breach acceptable to the non-defaulting Party within 15 Business Days of receiving written notice of such breach. Such notice must specify it is given under this Clause and that termination may follow if the breach is not remedied.
- b) The Council may immediately terminate this Contract, by giving written notice of termination to the Contractor, if any of the following events occur:
1. The Contractor is unable to pay its debts as they fall due, or is deemed to be unable to pay them in accordance with section 287 of the Companies Act 1993;
 2. The Contractor having a petition advertised or presented or an order made or an effective resolution passed or analogous proceedings taken for its bankruptcy, liquidation, dissolution or winding up (except for the purposes of solvent reconstruction);

3. The Contractor having an encumbrancer, receiver, liquidator, trustee or similar officer take possession of or be appointed with respect to all or any part of its business, assets, or undertakings;
 4. The Contractor suspends payments to its creditors, or ceases or threatens to cease operating, or a meeting of creditors of the Contractor is called with a view to entering into a scheme of arrangement or composition with creditors or placing the Contractor under official management;
 5. The Contractor enters a scheme of arrangement or composition with creditors;
 6. The Contractor abandons or repudiates this Contract;
 7. Over a period of ninety (90) consecutive days the Contractor commits 4 or more breaches of this Contract and the Council has given the Contractor written notice, within fifteen (15) days after the date it became aware of each such breach or (if later) the date it ought reasonably to have become aware of each such breach;
 8. The Contractor incurs the maximum Contract Sum adjustment of 10% of the amount otherwise payable for that month for failure to achieve the Performance Standards specified in Annexure 4 – Performance Standards three (3) times in any twelve (12) month period, provided that for the purposes of this Clause the three (3) month period following the Services Commencement Date shall be counted;
 9. If the Contractor assigns its interest in this Contract in breach of Clause 1.32.1 (a) Consent to Assignment;
 10. The Contractor has a final judgement against it for more than \$5,000 which remains unpaid for at least 14 days; or
 11. The Contractor fails to provide the executed Bond pursuant to and within the time stipulated in Clause 1.18 Bond.
- c) Termination of the Contract shall not prejudice or affect the accrued rights and liabilities of either Party under this Contract.

1.28.2 Payments on Termination

a) Payment for Services

1. In the event of termination of this Contract under Clause 1.28.1 Termination rights, or as a result of Force Majeure the Council will be liable to make payments to the Contractor:
 - (i) Only in respect of Services which have been properly provided up to the date of termination and not paid for at the date of termination; and
 - (ii) For the use by the Council of the Contractor's labour, Vehicles, Plant and Equipment for the purpose of providing the Services or part of the Services



(but without payment for fair wear and tear), except that the Council is not required to make any payment under this Clause if a contract entered into under Clause 1.27.1 (a) Non-performance requires the Council to make any payments to any other party in respect of the use of the labour, Vehicles, Plant and Equipment provided by other persons for the purposes of completing the Services.

b) Payment for Losses and Expenses

1. In the event of a termination under Clause 1.28.1 Termination Rights, the Contractor shall pay to the Council the amount of all costs, losses and expenses incurred by the Council by reason of or arising from the termination including but not limited to all professional fees, the costs of making alternative arrangements for provision of the Services, including any amount payable to any other contractor engaged to provide any Services which exceeds the amount which would have been payable by the Council to the Contractor had the Contractor completed or carried out the Services in the manner contemplated by this Contract.

c) Council determination

1. The Council will determine the amounts payable by each Party pursuant to this Clause 1.28.2 Payments on Termination as soon as practicable after the termination of the Contract. The Council will give notice of such determination under this Clause to the Contractor. Any amounts payable under this Clause by the Contractor and the Council must be paid within ten (10) Business Days of the receipt of notice by the Contractor of the Council's determination.

d) Council may retain moneys

1. The Council may retain moneys payable to the Contractor pursuant to this Clause 1.28.2 Payments on Termination until the amount payable by the Contractor to the Council under Clause 1.28.2 (c) Payments on Termination has been determined and paid by the Contractor. Alternatively, the Council may set off against moneys payable by it to the Contractor, any moneys payable by the Contractor to the Council. For the avoidance of doubt, no interest shall accrue in respect of moneys retained pursuant to this Clause.

1.29 Dispute Resolution

1.29.1 Resolution of Dispute

- a) A dispute under this Contract is any dispute, disagreement or difference of opinion arising under the Contract, as to:
 - (i) The meaning or application of any part of the Contract; or
 - (ii) Any other matter arising under the Contract.

- b) If a dispute arises between the Parties, either Party seeking to resolve the dispute must do so in accordance with the provisions of this Clause 1.29 Dispute Resolution.
- c) Compliance with this Clause 1.29 Dispute Resolution is a condition precedent to any entitlement to a Claim, relief or remedy whether by way of proceedings in a court or other tribunal in respect of the dispute.
- d) Nothing in this Clause 1.29.1 prevents:
 - 1. A Party seeking urgent injunctive or declaratory relief from a court in connection with a dispute without first having attempted to negotiate and settle the dispute in accordance with this Clause 1.29 Dispute Resolution;
 - 2. A Party terminating this Contract pursuant to any Clause of this Contract; or
 - 3. The Parties meeting at any time to seek to resolve a dispute.
- e) The Parties' obligations under this Contract will continue despite any dispute between the Parties.
- f) Despite any provisions in this Clause 1.29 Dispute Resolution, the Parties will use reasonable endeavours to resolve disputes before any Notice of Dispute is served.

1.29.2 Notice of Dispute

- a) If either Party wishes to initiate these dispute resolution processes in relation to a dispute, that Party must give written notice to the other Party, specifying the nature of the dispute including, if appropriate, references to documents and provisions of the Contract which relate to the dispute (**Notice of Dispute**).

1.29.3 Further Information

- a) A Party who receives a Notice of Dispute pursuant to Clause 1.29.2 Notice of Dispute may, within five (5) Business Days after such receipt, reasonably require the Party who served the Notice of Dispute to provide further or more detailed information relating to the dispute. The Party who served the Notice of Dispute must provide such further or more detailed information relating to the dispute within five (5) Business Days following the request for the same.

1.29.4 Negotiation

- a) Upon receipt of a Notice of Dispute and, if applicable, the provision of further or more detailed information in relation to the dispute under Clause 1.29.3 Further Information one or more representatives of each Party in dispute will meet, within ten (10) Business Days of the receipt by a Party of a Notice of Dispute or the further information, if any, required pursuant to Clause 1.29.3 Further Information (whichever be the later), to discuss and attempt to resolve the dispute.



1.29.5 Appointment of Mediator

- a) If a dispute is not resolved within ten (10) Business Days of the Parties/ respective representatives meeting pursuant to Clause 1.29.4 (a) Negotiation, or if representatives shall fail to meet within that ten (10) Business Days period, (Mediation Referral Date), then the dispute must be referred to mediation in accordance with the following provisions.
- b) The Parties must agree upon the selection and appointment of a mediator who will act in respect of the dispute. The Parties may agree to appoint a different mediator at any time.
- c) If no agreement is reached between the Parties on the selection and appointment of the mediator within fifteen (15) Business Days of the Mediation Referral Date, then either Party may request the president of the Arbitrators and Mediators Institute of New Zealand to appoint a mediator, and any mediator so appointed shall be the mediator for the dispute pursuant to this Clause 1.29 Dispute Resolution.

1.29.6 Initial Mediation Meeting

- a) The Parties must as soon as practicable after the reference of the dispute to mediation, confer in the presence of the mediator to:
 - 1. Identify the subject matter of the dispute;
 - 2. Identify the provisions of this Contract relevant to the dispute;
 - 3. Discuss each other's position in relation to the dispute;
 - 4. Listen to any comments made by the mediator; and
 - 5. Attempt to resolve the dispute by mutual agreement.

1.29.7 Mediation

- a) The mediation will be conducted by the mediator at a time, place and in a manner agreed between the Parties and failing that as determined by the mediator. Unless agreed otherwise, the mediation shall take place in Dunedin.
- b) With the consent of the Parties, the mediator may appoint a neutral expert of the mediator's choice to provide assistance in relation to the mediation.
- c) The Parties agree that the mediator will act as an aid to assist them to resolve the dispute and not as an arbitrator or decider of any matter.
- d) All discussions in the mediation shall be without prejudice and shall not, save in the case of proceedings to enforce settlement concluded by mediation, be referred to in any later proceedings.

- e) The Parties will share equally the costs of the mediation and any neutral expert appointed by the mediator unless otherwise agreed by the Parties.

1.29.8 Arbitration

- a) If the dispute is not resolved under Clause 1.29.7 Mediation within a further twenty (20) Business Days after the appointment of a mediator, either Party may then require the dispute to be referred to arbitration. If this Clause is invoked:
1. The dispute will be referred to arbitration by a sole arbitrator in accordance with the Arbitration Act 1996;
 2. If the Parties fail to agree on an arbitrator, then the President of the New Zealand Law Society shall appoint the arbitrator;
 3. The arbitration will take place in the city/town nominated in Conditions of Contract Annexure 1 – Reference Schedule;
 4. No person who has participated in an informal dispute resolution of the dispute shall act as arbitrator;
 5. The arbitrator will proceed promptly to deliver an award. The Parties shall co-operate fully to facilitate the delivery of the award;
 6. The award in the arbitration will be final and binding on the Parties subject to the provisions of Clauses 4 and 5 of the Second Schedule to the Arbitration Act 1996; and
 7. Each Party shall bear their own costs in arbitration and (in the absence of an arbitrator's award to the contrary) shall pay the costs of the arbitrator in equal shares.

1.29.9 Time Limits

- a) The Parties in dispute may agree to extend any of the time limits in this Clause 1.29 Dispute Resolution.

1.29.10 Continuing provision of Services

- a) Despite the existence of a dispute under this Contract the Contractor shall continue to perform the Services in accordance with this Contract except neither Party shall be obliged to pay any money which is the subject of the dispute.

1.30 Force Majeure

1.30.1 Claim of Force Majeure

- a) Neither Party will be liable for any act, omission or failure to fulfil its obligations under this Contract if such act, omission or failure arises from any cause reasonably beyond its control (a **Force Majeure Event**), which includes without limitation:

1. Floods, earthquakes and other acts of God;
 2. Industrial action except any internal Contractor (or Approved Subcontractor) industrial action;
 3. Any power, gas and other service failures;
 4. Any riots or public demonstrations; and
 5. Any acts of terrorism.
- b) For the avoidance of doubt a lack of funds and/or a failure to insure against events or circumstances which a Party could and would (in the ordinary course of business) be reasonably expected to have insured against shall not be construed as Force Majeure Events.
- c) If by reason of a Force Majeure Event occurring, any Party is wholly or partially unable to carry out its obligations under this Contract, that Party must, as soon as it becomes aware of the Force Majeure Event, give to the other Party written notice of the Force Majeure Event together with full particulars of all relevant matters including:
1. Details of the Force Majeure Event;
 2. The probable extent of the obligations that the Party will be unable to perform;
 3. Details of the action that the Party has taken to remedy the situation and details of the action that the Party proposes to take to remedy the situation; and
 4. An estimate of the time during which the Party will be unable to carry out its obligations due to the Force Majeure Event.

1.30.2 Suspension of Rights and Obligation

- a) Once a Party notifies the others of a Force Majeure Event, the notifying Party's obligations under this Contract (other than its obligations to make payments already owing) will, to the extent only that such obligations are affected by the Force Majeure Event, be suspended.
- b) Any such suspension of performance must be limited to the period during which the Force Majeure Event continues.
- c) The Party giving notice which is affected by the Force Majeure Event must take all reasonable steps to mitigate the effects of and eliminate the intervening event and must resume performance of the Services as promptly as is practicable possible.

1.30.3 Provision of Further Information

- a) Upon the notice under Clause 1.30.1 (b) Claim of Force Majeure having been given the Party giving such notice must provide the other Party promptly with all further relevant

information, pertaining to the Force Majeure Event, that the other reasonably Party requests.

1.30.4 Consultation Regarding Mitigation

- a) Following a notification pursuant to Clause 1.30.1 (b) Claim of Force Majeure, the Parties will promptly meet to identify alternative viable means of providing the Services affected and to discuss ways the effect of the Force Majeure Event can be mitigated.
- b) Such discussion shall include (without limitation):
 - 1. Estimates of the cost to remedy or mitigate the effects of the Force Majeure Event; and
 - 2. Details of all insurance monies which each Party will be able to rely on in making good damage or loss caused by the Force Majeure Event.
- c) All reasonable efforts to mitigate the Force Majeure Event must be implemented promptly.

1.30.5 End of Period of Force Majeure

- a) The suspension of one or more obligations of a Party pursuant to Clause 1.30.2 Suspension of Rights and Obligation ends when that Party is able to recommence fulfilment of each such obligation. At such time that Party must issue a notice to that effect to the other Party, and immediately recommence the performance of each such obligation.

1.30.6 Termination after Extended Force Majeure

- a) If a Party is rendered wholly or partially unable to carry out its obligations in relation to this Contract due to a Force Majeure Event for a period of more than five (5) consecutive Business Days, the Parties must meet in an endeavour to identify any alternative viable means to provide the suspended Services. Failing an alternative means being agreed upon within ninety (90) Business Days of the commencement of the suspension of obligations pursuant to the Force Majeure Event either Party may, by written notice to the other Party, terminate this Contract.
- b) In the event of a termination of this Contract under this Clause 1.30.6 (a) the provisions of this Contract relating to termination set out in Clause 1.28.2 Payments on Termination apply.

1.30.7 No additional Costs

- a) Neither Party shall be deemed to have accepted any extra costs that may be incurred or sustained by the other Party through a delay resulting from a Force Majeure Event.



1.30.8 Interruption of Services

- a) Should the performance of Services under this Contract become interrupted by reason of Force Majeure Event, the Council may have that work carried out by other persons and, without prejudice to any other right or remedy available to it, call upon the Contractor to reimburse it for any cost or expense in carrying out any of such work or deduct the amount of any such cost or expense from money payable under this Contract to the Contractor.
- b) The Contractor shall advise the Council Representative of the possibility of any impending industrial action that could materially disrupt the provision of the Services the earliest opportunity in order to allow the Council and the Contractor to make alternative arrangements.

1.30.9 Government Authorities and Termination

- a) If the Contractor is prevented from carrying out the Services by any order, notice or direction from any competent Authority or by law then the Council may, at their option:
 - 1. Instruct the Contractor to carry out the Variation of the Services in accordance with Clause 1.16 Variations; and/or
 - 2. Terminate this Contract by notice in writing to the Contractor and upon delivery of such notice this Contract will be cancelled and no Party will be liable to any other Party for any costs, damages, compensation, charges or expenses suffered or incurred by any Party arising out of such termination. However, such termination will be without prejudice to the rights of the Council and the Contractor in respect of any breach or default under this Contract occurring prior to such termination.

1.31 Confidentiality

1.31.1 Confidential Information

- a) Neither Party may use, exploit or divulge to any other person during and after the Contract Term, the other Party's Confidential Information, other than with the prior written consent of the other Party or as strictly necessary to undertake its obligations under the Contract.
- b) The obligations of confidentiality set out in this Clause will not apply to Confidential information that:
 - 1. Is or becomes in the public domain (except as a result of breach by the divulging Party);
 - 2. Was lawfully received by the receiving Party from another person having the unrestricted legal right to disclose that information without requiring the maintenance of confidentiality;

3. Was already in the possession of the receiving Party without restriction or disclosure; or
4. Is required (and only to the extent so required) to be disclosed by any law or in relation to any proceedings or action before any court, tribunal, or other competent authority or body.

1.31.2 Official Information

- a) The Parties acknowledge that the Council is subject to the Local Government Official Information and Meetings Act 1987 and that under that Act the Council may be required to release information about the Services and the Contract.
- b) In addition, the Contractor agrees to comply with the requirements of the Local Government Official Information and Meetings Act 1987 in relation to all information relating to the Council held by the Contractor or its employees.
- c) The Contractor will only release information to a third Party under the Local Government Official Information and Meetings Act 1987 through the Council unless compelled otherwise by a competent authority, in which case it will immediately advise the Council as to the information released.

1.32 Assignment

1.32.1 Consent to Assignment

- a) The Contractor shall not assign or transfer the whole or any substantial right or obligation under this Contract without the written consent of the Council (to be not unreasonably withheld or delayed where the proposed assignee satisfactorily meets all requirements of the Council as to reputation, competence, financial resources and accreditation).
- b) The assignment or transfer of shares in or the restructuring of the Contractor so that the effective control of the Contractor passes to persons other than those holding it at the date of this Contract will be an assignment of this Contract for the purpose of this Clause.
- c) Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge either Party from any liability or obligation under this Contract. Any assignee shall be fully liable for payment of all moneys and/or damages payable under the Contract notwithstanding Section 11 of the Contractual Remedies Act 1979.

1.33 General

1.33.1 Contractor's Due Diligence

- a) The Contractor acknowledges that it has entered into this Contract in reliance on its own investigations and due diligence.



1.33.2 Council Approvals

- a) No comment, review, acceptance or approval by the Council or the Council Representative shall relieve the Contractor of any responsibility for any part of the Services or diminish or release the Contractor from any liability it shall have under the Contract Documents, nor shall any such action be treated as an acceptance by the Council of responsibility for, or the waiving by the Council of, any claim it might otherwise have in respect of any matter arising in relation to the provision of the Services, or as to any obligation or liability of the Contractor under this Contract.

1.33.3 No fettering of Council Powers

- a) Nothing in this Contract does or shall be construed as fettering or restricting the powers or discretions of any of the Council in relation to any powers or obligations it has under any legislation.
- b) In addition and without in any way limiting the foregoing, the Contractor acknowledges that the Council, in terms of its regulatory function as a local authority, is obliged to and shall act as an independent local authority and not as a Party to this Contract. The Contractor expressly acknowledges that it shall have no right or claim against the Council in its capacity as Party to this Contract as a result of any lawful action, decision or determination made by the Council in the performance of its regulatory function as a local authority.

1.33.4 Further Assurance

- a) Each Party will sign, execute and complete all further documents necessary to effect, perfect or complete the provisions of and the transactions contemplated by this Contract.

1.33.5 Cumulative Rights

- a) The rights or remedies conferred on any Party by this Contract are in addition to all rights and remedies of that Party at law or in equity.

1.33.6 Contract Interpretation – contra proferentem

- a) No rule of contract interpretation will be applied in the interpretation of this Contract to the disadvantage of one Party on the basis that it prepared or put forward any document comprising part of this Contract, to the intent that the principle of law known as contra proferentem shall not apply to this Contract.

1.33.7 Amendments

- a) This Contract cannot be amended, modified or varied or supplemented except in writing signed by duly authorised representatives of each Party.

1.35.8 Precedence

- a) Should the Contract Documents contain any discrepancy or inconsistency, then the documents will take precedence in the order in which they are listed in the Contract Agreement for the purposes of resolving the discrepancy or inconsistency.

1.33.9 Severability

- a) If any part of this Contract is or becomes illegal, invalid or unenforceable in a relevant jurisdiction, the legality, validity or enforceability of the remainder of this Contract will not be affected and this Contract will be read as if that part had been deleted.

1.33.10 Entire agreement

- a) This Contract represents the entire agreement between the Parties and supersedes all previous arrangements, whether written, oral or both.
- b) No Party shall be bound by any prior warranty or representation unless included in this Contract

1.33.11 Governing Law

- a) The law of New Zealand governs this Contract and any legal proceedings or arbitration under this Contract. Any legal action in relation to this Contract against any Party may be brought in any court of competent jurisdiction in New Zealand.
- b) Each Party by execution of this Contract irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

1.33.12 Currency

- a) All prices and payments shall be in New Zealand currency.

1.33.13 Language

- a) Communications under this agreement shall be in the English language.

1.33.14 No Partnership

- a) Nothing in this Contract constitutes the Parties as partners or as agents for each other. No Party has any authority to bind the other or act on its behalf except to the extent expressly provided for in this Contract.

1.33.15 No Agency

- a) Other than is specifically set out in the Contract Documents, the Contractor will not:
 - 1. Hold itself out as being an agent of the Council, or being in any way entitled to make any contract on behalf of the Council, or to bind the Council to the performance, variation, release or discharge of any obligation; or

2. Hold out its employees or agents or allow its employees or agents to hold themselves out as being employees or agents of the Council.

1.33.16 Several and Joint Liability

- a) Obligations that bind more than one person shall bind those persons jointly and severally.

1.33.17 No Waiver

- a) No time or other indulgence granted by one Party to any other Party, or any variation of the terms and conditions of this Contract, or any judgement or order obtained by one Party against any other Party, will in any way amount to a waiver of any of the rights or remedies of the Parties against one another in relation to the terms of this Contract. Additionally, a waiver by a Party in respect of any breach of any provision of this Contract by the other Party shall not be deemed to be a waiver of any other or of any subsequent breach. The failure of a Party to enforce at any time any of the provisions of this Contract shall in no way be interpreted as a waiver of such provision.

1.33.18 Costs

- a) Each Party shall bear its own costs incurred in the preparation and execution of this Contract.

1.33.19 Notices

- a) Method of giving notices

1. All notices and other communications provided for or permitted under this Contract which are required to be in writing may be:
 - Handed to that Party's Representative or a senior employee of the Party; or,
 - Delivered to that Party's address; or,
 - Sent by courier to that Party's address; or,
 - Transmitted by facsimile to that Party's facsimile number.
2. Formal notices under this Contract may not be served by email.

- b) Time of Receipt

1. A notice given to a Party in accordance with Clause 1.33.19 (a) above will be treated as having been duly given and received:
 - If handed to that Party's Representative, immediately; or,
 - If delivered to that Party's address, on the day of delivery; or,
 - If sent by courier on the day of delivery; or
 - If transmitted by facsimile to that Party's facsimile number upon the receipt of the correct electronic confirmation that the facsimile has been transmitted successfully.

2. Any such notice which has been served on a non Business Day or after 4:00 p.m. on a Business Day is deemed served on the first Business Day after that day.

c) Addresses of Parties

For the purposes of Clause 1.33.19 (b) above, the postal address or facsimile number of a Party is the address or facsimile number stated in Conditions of Contract Annexure 1 – Reference Schedule unless written notice of another address and/or facsimile number has been given to the other Party.

1.34 Contractor Innovation

1.34.1 Contractor Innovation and Trials

- a) During the Contract Term the Contractor is encouraged to propose innovative arrangements to the provision of the Services for incorporation in the current or future contracts. Service trials may be undertaken provided the Council is satisfied that improved Services performance will result.
- b) Prior to any trial the Contractor and the Council must negotiate a price (if any), set evaluation criteria, and performance measures for the trial.
- c) The Council, in its complete discretion, may use persons other than the Contractor to conduct and or monitor trials.
- d) The Council retains the right to elect whether or not to proceed with any innovation proposal. Incorporation of any such proposal into the Contract shall be by way of Variation.

1.34.2 Further Innovation

- a) During the Contract Term either Party may propose changes to the Services that will deliver improvements to the Services, reduce Refuse, improved resource recovery, improved performance outcomes and or reduced costs. Where these proposals achieve cost savings, the Parties shall endeavour to agree to any allocations prior to the proposal being.

1.35 Existing Contracts

1.35.1 Transfer from Existing Contractual Arrangements

- a) Where an existing contractual arrangement exists between the Council and the Contractor for any or all of the Services described in this Contract this Contract supersedes the earlier arrangements to the extent that Services are included within this Contract.
- b) No compensation will apply to the Contractor for the transfer of existing arrangements under Clause 1.35.1 (a) above.

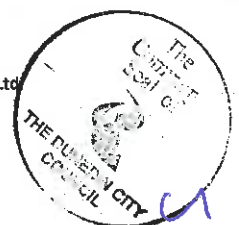
1.36 Title to and Risk in Approved Recyclables Collection Containers

1.36.1 Transfer of Ownership of Approved Recyclables Collection Containers

- a) Legal title to all Approved Recyclables Collection Containers supplied by the Contractor during the Contract Term shall vest in the Council (or nominee) upon payment for the Approved Recyclables Collection Containers in accordance with Annexure 2 – Schedule of Payments, Clause 14. Legal title to Approved Recyclables Collection Containers shall be vested in the Council free of any Security Interest or other beneficial interest. The Contractor shall do everything necessary to effect such vesting of title.
- b) The Council shall retain ownership of all Approved Recyclables Collection Containers following distribution by the Contractor to Eligible Properties. Approved Recyclables Collection Containers are to remain at the Eligible Property to which they were distributed unless Approved by the Council Representative to be exchanged for an alternative Approved Recyclables Collection Container pursuant to Clause 1.15.10 Exchange of Approved Collection Bins of the Specifications of Annexure 19.
- c) Risk in the Approved Recyclables Collection Containers shall be borne by the Contractor up to and including delivery to Eligible Properties. Following completion of delivery to Eligible Properties, risk in the Approved Recyclables Collection Containers shall be transferred to the Council.

1.36.2 Transfer of Ownership of Approved Recyclables Collection Containers Held in Storage on Contract Expiry

- a) On this Contract coming to an end for any reason and if so requested by the Council Representative by written notice, the Contractor shall transfer ownership and possession of all (or any lesser number specified by the Council Representative) new and unused Approved Recyclables Collection Containers held in storage by the Contractor to the Council (or nominee) or as the Council Representative shall specify. The Council will arrange uplifting and transport of the Approved Recyclables Collection Containers at its cost.
- b) Title to the new and unused Approved Recyclables Collection Containers held in storage by the Contractor will vest in the Council (or its nominee) on payment by Council or passing of possession (whichever is the earlier). Title shall pass free of any Security Interest or other beneficial interest. The Contractor shall do everything necessary to effect the vesting of title. Risk in the Approved Recyclables Collection Containers shall be transferred to the Council on passing of possession.
- c) The Council shall pay the schedule rate for all new and unused Approved Recyclables Collection Containers held in storage as adjusted in accordance with the Service Rates escalation set out in Clause 13, Annexure 2 – Schedule of Payments.
- d) The Contractor shall be entitled to submit a payment Claim to the Council for the Approved Recyclables Collection Containers following the completion of such actions as are required to vest legal title in the new and unused Approved Recyclables Collection



Containers held in storage to the Council (or nominee). Payment shall be payable by the Council fourteen (14) Working Days following the successful submission of a payment Claim by the Contractor.

- e) For the avoidance of doubt, the preceding paragraphs (a) to (d) (inclusive) do not apply to any Approved Recyclables Collection Containers held in storage by the Contractor that are used and/or damaged. If upon this Contract coming to an end for any reason the Council wishes to take possession and ownership of any such Approved Recyclables Collection Containers, the Council shall advise the Contractor accordingly. The parties shall then agree a price for such used and/or damaged Approved Recyclables Collection Containers and paragraphs (a), (b) and (d) above shall apply (amended as necessary).
- f) On this Contract coming to an end for any reason the Council shall, at its sole discretion, be entitled to require the Contractor to assign to the Council all of the Contractor's rights, title and interest in any or all of the supply agreements held by the Contractor for the supply of Approved Recyclables Collection Containers used in the provision of the Services. The Contractor shall ensure that its supply contracts for such Approved Recyclables Collection Containers allows for this assignment right.
- g) The Contractor shall sign all such documents and do all such things as may be necessary to complete the above assignment, and for such purposes the Contractor irrevocably appoints the Council Representative to be its attorney (with full power to appoint substitutes and to sub-delegate) to sign such documents and do all such things as may be necessary to complete the assignment.

1.37 Extension of Contract Term

1.37.1 Application of Extension Provisions

- a) Where specified in Conditions of Contract Annexure 1 – Reference Schedule the following extension of term provisions shall apply.

1.37.2 Extension Provisions

- a) The Council may, in its absolute discretion, give written notice to the Contractor of the extension of the Contract Term for the period specified in the Conditions of Contract Annexure 1 – Reference Schedule no later than six (6) months prior to the Contract Expiry Date
- b) In the event the Contract Agreement is extended, the terms of the Contract Agreement shall be as contained in the Contract Documents, unless the Parties agree otherwise in writing.
- c) For the extended Contract Term, this Clause 1.37.2 shall not apply to the intent that the total Contract Term including all extensions shall not exceed the Maximum Contract Term set out in the Conditions of Contract Annexure 1 – Reference Schedule.



1.38 Definitions and Interpretation

1.38.1 Definitions

Acceptance Protocols	means the Refuse Acceptance Protocol and the Recyclables Acceptance Protocol.
Alternative Kerbside Collection Point	means an alternative area proposed by the Contractor and Approved by the Council for the Customer to place Approved Collection Containers out for Kerbside collection, as detailed in the Annexure 19 - Specification Clause 1.8.2 Alternative Kerbside Collection Point.
Amnesty Period	means the three (3) month period following the Services Commencement Date during which time the Council will permit Owners of Eligible Properties to exchange their allocated Approved Collection Bin without incurring an Exchange Fee pursuant to Clause 1.15.11 – Amnesty Period of the Specifications of Annexure 19.
Annexure	means an annexure to the Conditions of Contract.
Applicable Law Change	means any change in any statute, regulation, by-law, district plan or district rule that directly relates to the Kerbside collection of Refuse and/or Recyclables, and/or the processing of Recyclables.
Approved	means authorised in writing by the Council.
Approved Collection Bag	means any bag Approved by the Council for the collection of Refuse and includes 40 litre and 65 litre official Dunedin City Council plastic Refuse collection bags.
Approved Collection Bin	means any Approved wheelie bin Approved by the Council for the collection of Recyclables.
Approved Collection Container	means any collection container Approved by the Council for the Kerbside collection of Refuse and Recyclables, and includes the following: Approved Collection Bags; Approved Collection Crates; and Approved Collection Bins.
Approved Collection Crate	means any collection crate Approved by the Council for the Kerbside collection of Recyclables, and includes the Approved existing blue 45 litre .

Approved Disposal Facility	means the Refuse disposal facility identified in Annexure 19 - Specifications, Attachment 9 – Approved Recycling and Disposal Facility, or any other Refuse disposal or waste management facility Approved by the Council from time to time during the Contract Term and includes any place where the Council may direct the Contractor to deliver Refuse. For the avoidance of doubt this may include transfer stations, emergency bulking bays, recycling centres, landfill sites or any other place authorised to receive Refuse either within or outside of Dunedin that has been Approved by the Council.
Approved Disposal Facility Access Agreement	means the Approved access agreement relating to the Approved Disposal Facility as set out in Annexure 17 – Approved Disposal Facility Access Agreement in the Conditions of Contract.
Approved Disposal Facility Operator	means the operator of the Approved Disposal Facility pursuant to Annexure 17 – Approved Disposal Facility Access Agreement in the Conditions of Contract.
Approved Recyclables Collection Container	means an Approved Collection Bin and /or an Approved Collection Crate or any other collection container Approved by the Council for the collection of Recyclables.
Approved Recycling Facility	means the recycling facility identified in the Annexure 19 – Specifications, Attachment 9 – Approved Recycling and Disposal Facility, or any other recycling or waste management facility Approved by the Council from time to time during the Contract Term and includes any place where the Council may instruct the Contractor to deliver Recyclables or any other material collected in undertaking the Services. For the avoidance of doubt this may include transfer stations, emergency bulking bays, recycling centres, landfill sites or any other Council Approved place authorised to receive Recyclables or waste within or outside of Dunedin.
Approved Recycling Facility Operator	means the operator of the Approved Recycling Facility pursuant to Annexure 16 – Approved Recycling Facility Access Agreement.
Approved Recycling Facility Access Agreement	means the Approved access agreement relating to the Approved Recycling Facility as set out in Annexure 16 – Approved Recycling Facility Access Agreement .
Approved Subcontractor	means the subcontractors identified in Attachment 10 – Approved Subcontractors of the Specifications of Annexure 19 together with any additional subcontractors Approved by the Council in accordance with the Conditions of Contract Clause 1.17.1 –

	Subcontracting Generally.
Approved Target Collection Density	means the target collection density Approved by the Council pursuant to Clause 1.34.3 Target Collection Density in the Specifications of Annexure 19.
Authority	includes any Government (local or central), Government departments, statutory corporation or other body having jurisdiction over the Services.
Bond	means the Bond to be provided by the Contractor under the Conditions of Contract Clause 1.18.1 – Bond.
Bond Amount	means the Bond Amount set out in Annexure 1 – Reference Schedule.
Business Day	means any day other than a Saturday or Sunday on which registered banks are open for business in Dunedin.
Buyer Created Tax Invoice	means a tax invoice created by a recipient as described in s.24(2) of the GST Act.
Claim	means a statement prepared by the Contractor, containing the information required by the Contract Documents and such additional information as the Council Representative may require, which sets out the Services provided in a given period and the amount considered by the Contractor to be due under the Contract as payment for the Services.
Clause	means a clause of the Contract.
Collection Day	means every day when Refuse and Recyclables collection is in progress.
Collection Schedule	means any schedule for the Kerbside collection of Refuse and Recyclables to be prepared by the Contractor and Approved by the Council as part of the Operations and Procedures Plan.
Collection Service(s)	means the collection of Refuse and Recyclables from Eligible Properties in accordance with the Conditions of Contract and the Specifications as set out in Annexure 19.
Collection Vehicle(s)	means any vehicle Approved by the Council to be used for the collection of Refuse and Recyclables.
Commercial Premises	means premises used wholly or mainly for the purposes of a trade or business or the purposes of sport, recreation or entertainment.
Conditions of Contract	means the Conditions of Contract set out in Section 1 of the Contract.

Confidential Information	means, when used in relation to a Party, all business, financial, customer and supplier information relating to that Party (which in the case of the Council includes the Council's customers, ratepayers and community members), the terms of this Contract and all Services, costing and pricing arrangement or any other information disclosed under or in connection with this Contract which is identified as, or would reasonably be expected to be, confidential information.
Container Database	means the database defined in Clause 1.12 Container Database of the Specification as set out in Annexure 19.
Contamination	means all materials that are not accepted or are contaminated as defined in Attachment 7 – Recyclables of the Specification of Annexure 19.
Contamination Assessment	means an assessment undertaken by the Contractor in accordance with Clause 1.33.1 Contamination Targets of the Specification of Annexure 19.
Contamination Targets	means the targets for contamination as set out in Clause 1.33.1 – Contamination Targets of the Specification of Annexure 19.
Continuity Deed	means a continuity deed as referred to in the Conditions of Contract Clause 1.17.1 – Subcontracting Generally.
Contract	means the Contract Agreement together with the Contract Documents, as may be amended in accordance with terms of the Contract.
Contract Agreement	means the contract agreement to which the Conditions of Contract are attached.
Contract Commencement Date	means the date the Contract Agreement is signed by both Parties.
Contract Documents	means the documents set out in the Conditions of Contract – Contract Agreement.
Contract Expiry Date	means the 30 June 2018 or such other date as agreed between the Council and the Contractor as the date upon which the Contract expires.
Contract Information	means the source data and other data and factual information collected by the Contractor during the course of providing the Services and all other information relating to the Services held by the Contractor under the Contract or any additional information that is to be provided by the Council.



Contract Performance Team	means the Contract Performance Team constituted pursuant to the Conditions of Contract Clause 1.22.2 – Contract Performance Team.
Contract Sum	means the total amount payable under the Contract each year as calculated in accordance with the Contract.
Contract Term	has the meaning assigned to it in Conditions of Contract Annexure 1 – Reference Schedule.
Contract Year	means each 12 month period from 28 February to 27 February the following year, during the Contract Term. The day on which the Contract expires or terminates will be deemed to be the last day of the final Contract Year.
Contractor	means the Party or Parties described as such in the Contract Agreement and as the context requires includes any employee, agent or subcontractor.
Contractor Controlled Commercial Refuse	means any Refuse collected by the Contractor from Commercial Premises in Private Wheelie Bins.
Contractor Controlled Residential Refuse	means any Refuse collected by the Contractor from Residential Premises in a Private Wheelie Bin.
Contractor's Depot	has the meaning assigned to it in the Specification, Clause 1.41.5 – Contractor's Depot of Annexure 19.
Contractor's Plans	means the plans to be prepared, maintained and implemented by the Contractor in the provision of the Services as identified in Annexure 1 – Reference Schedule.
Contractor's Plans Submittal Date	means two (2) months prior to the Services Commencement Date.
Contractor Representative	means the person(s) so described in the Conditions of Contract Clause 1.21.1 Contractor Representative.
Council Representative	means the person(s) so described in the Conditions of Contract Clause 1.21.2 Council Representative.
Council's Customer Services Training Guide	means the Council's Customer Services Training Guide referred to in the Conditions of Contract Clause 1.21.6 – Media.
Customer(s)	means any Owner or Occupier of an Eligible Property in the Specified Collection Area who receives the Services.
Customer Services Department	means the Council's Customer Services Department.
Customer Services Plan	means the Customer Services Plan referred to in the Specifications Clause 1.44- Customer Services Plan of Annexure 19.
Dayworks	means work requested to be carried out as Dayworks in accordance with the Conditions of Contract Clause 1.16.6 – Dayworks, or

	specified as Dayworks in the Specifications of Annexure 19 .
Dayworks Services	means Services performed as Dayworks.
Delivery Schedule	means a delivery schedule of Approved Recyclables Collection Containers distributed to all Eligible Properties that shall receive the Collection Services, to be prepared by the Contractor in accordance with the Specification Clause 1.12.2 – Delivery Schedule of Annexure 19.
Disposal Fee	means the Approved Disposal Facility charge to be paid by the Contractor for the disposal of Refuse pursuant to Annexure 2, Clause 14 -Schedule of Payments in the Conditions of Contract.
Dunedin's University Area	means the area specified in the Specifications, Clause 1.27.1 (a) – Dunedin's University Area of Annexure 19.
Eligible Property / Eligible Properties	means any property within the Specified Collection Area that is entitled to receive the Collection Services in accordance with the Specification Clause 1.11 - Eligible Properties of Annexure 19.
Eligible Properties List (EPL)	means a list of Eligible Properties held by the Council that is derived from the rates database and includes any additional properties as determined by the Council that are entitled to receive the Collection Services as set out in Clause 1.11 Eligible Properties of the Specification of Annexure 19.
Emergency and Incident Plan	means the Emergency and Incident Plan referred to in the Conditions of Contract Clause 1.9.5 - Emergency and Incident Plan
Environmental Management Plan	means the Environmental Management Plan referred to in the Conditions of Contract Clause 1.7 - Environmental Management Plan.
Equipment	means all or any of the implements and equipment utilised in the provision of the Services under this Contract whether or not owned by the Contractor.
Excessive Contamination	means all materials collected in Collection Vehicles loads which are not Recyclables and which constitute no less than five percent (5%) by weight for any load or as otherwise agreed between the Parties or amended by Variation from time to time during the Contract Term.
Exchange Fee	means the amount payable by the Council to the Contractor or by the Owner of an Eligible Property to the Contractor (as specified by the Council) for exchanging a 240 litre or 80 litre Approved Collection Bin for an 80 litre or 240 litre Approved Collection Bin, respectively, pursuant to Clause 1.15.10 Exchange of Approved Recyclables Collection Containers of the Specification of Annexure



	19. The Exchange Fee shall be the amount specified in the Dayworks Schedule, Clause 14.4, Item 9 of Annexure 2.
Force Majeure Event	has the meaning set out in the Conditions of Contract Clause 1.30.1 – Claim of Force Majeure.
GST	means goods and services tax in terms of the GST Act, at the rate prevailing from time to time.
GST Act	means the Goods and Services Tax Act 1985.
HSEA	means the Health and Safety in Employment Act 1992.
Handover Report	means the Contractor's Handover Report referred to in the Conditions of Contract Clause 1.13.2 – Handover Report.
Health and Safety Management System	means the Contractor's Health and Safety Management System referred to in the Conditions of Contract Clause 1.9.3 - Health and Safety Management System.
Health and Safety Plan	means the Health and Safety Plan referred to in the Conditions of Contract Clause 1.9.4 - Health and Safety Plan for the provision of the Services.
Increased Service Level	means any Approved Refuse and or Recyclables collection services which are provided by the Contractor to any Customer (at their election) at no additional cost to the Council.
Information and Education Plan	means the Council's Information and Education Plan referred to in Annexure 13 – Council Provision Schedule of the Conditions of Contract.
Intellectual Property	includes any, methodologies, procedures, formula, software, technical handbooks and information data and factual information, drawings, plans, designs, specifications or copyright, patents, designs, discovery or invention (whether or not registrable as designs or patents), trademarks (registered or unregistered) or trade names or goodwill rights associated with such marks, applications for any of the same or other protectable intellectual property rights.
Kerbside	means the area adjacent to any road carriageway.
Kerbside Collection Point	means the place on the Kerbside where Customers are required to place Approved Collection Containers for collection as described in the Specifications Clause 1.8 – Kerbside Collection Point of Annexure 19.
Key Personnel	means the Key Personnel set out in Conditions of Contract Annexure 1 – Reference Schedule.

Mandatory Variation	means a Mandatory Variation ordered by the Council under the Conditions of Contract Clause 1.16.3 – Variations General.
Maximum Contract Term	means a total of 8 years or such other number of years as agreed between the Council and the Contractor as the maximum number of years of the Contract Term and any extension(s) of the Contract Term set out in the Conditions of Contract, Annexure 1 – Reference Schedule.
Mediation Referral Date	has the meaning set out in Clause 1.29.5 (a) – Appointment of Mediator.
Mobilisation Completion Certificate	means the certificate to be issued by the Council in accordance with the Specification Clause 1.14 (e) - Mobilisation Programme of Annexure 19.
Mobilisation Plan	means the Mobilisation Plan referred to in the Specifications Clause 1.14 – Mobilisation Programme of Annexure 19.
Mobilisation Programme	means the programme for the implementation of Mobilisation Services as detailed in the Specification Clause 1.14 - Mobilisation Programme of Annexure 19.
Mobilisation Period	means the period prior to the Services Commencement Date during which the Contractor shall carry out Mobilisation Services in accordance with the Mobilisation Programme.
Mobilisation Services	means the mobilisation activities which the Contractor shall carry out prior to the Services Commencement Date as detailed in the Specification Clause 1.14 (b) Mobilisation Programme of Annexure 19.
Multi-dwellings	means high density units or apartments with limited space and access that may require communal container arrangements such as wheelie bins.
Notice of Dispute	means a notice serviced by a Party pursuant to the Conditions of Contract Clause 1.29.2 Notice of Dispute.
Noxious Refuse	means any Refuse giving rise to, or likely to give rise to, excessive nuisance from odour, rodents or insects and includes but is not limited to food damaged by freezer or refrigerator failure, dead animals, decaying meat, cooked or non cooked food, faeces or sanitary waste.
Occupier	means the person residing in the Eligible Property.
On-Property Collection	means Eligible Properties that, for various reasons, the Contractor shall be required to enter to collect Approved Collection Containers.

Open Book Accounting	means the complete disclosure to the Council by the Contractor of the Contractor's financial management system, records, annual accounts and associated information relating to the provision of the Services and the financial standing of the Contractor.
Operations and Procedures Plan	means the Operations and Procedures Plan referred to in the Conditions of Contract Clause 1.6 Operations and Procedures Plan.
Over Compaction Payment	means the payment made by the Contractor to the Council pursuant to and calculated in accordance with Clause 1.34.5 – Density Performance Measure in the Specifications of Annexure 19 where the average monthly density of Recyclable loads from Approved Collection Containers delivered to the Approved Recycling Facility exceeds the Approved Target Collection Density.
Owner	means the ratepayer of the Eligible Property.
Party or Parties	means any Party or Parties to the Contract as set out in the Contract Agreement.
Party's Representative/Party's Representatives	means the representative(s) nominated by each Party in writing to the other Party to act as its representative(s) in the administration of this Contract (i.e. the Contractor's Representative and the Council's Representative).
Performance Standards	means the performance standards specified in Annexure 4 – Performance Standards.
Plant	means all or any of the plant, machinery and appliances utilised in the provision of the Services under this Contract whether or not owned by the Contractor.
Private Wheelie Bins	means the wheelie bins used by the Contractor to collect Contractor Controlled Residential Refuse and Contractor Controlled Commercial Refuse.
Prohibited and/or Non Compliant Recyclables	Includes: (a) Any explosive, corrosive, highly flammable, chemically reactive, toxic or infectious material; (b) Any acid, printer's ink, paint, solvent or hazardous chemicals; (c) Any sharp item, broken bottle, glass, or glass articles, unless such material is wrapped so as to prevent possibility of injury to personnel involved in the provision of the Services; (d) Any Contamination; and (e) Any other material declared by the Council to be prohibited.
Prohibited and/or Non Compliant Refuse	Includes: (a) Any explosive, corrosive, highly flammable, chemically reactive, toxic or infectious material;

	<p>(b) Any acid, printer's ink, paint, solvent or hazardous chemicals;</p> <p>(c) Any sharp item, broken bottle, glass, or glass articles, unless such material is wrapped so as to prevent possibility of injury to personnel involved in the provision of the Services;</p> <p>(d) Noxious Refuse; and</p> <p>(e) Any other material declared by the Council to be prohibited.</p>
Prohibited Items	means any material which could place the Contractor and/or the Approved Disposal Facility Operator and/or the Approved Recycling Facility Operator in breach of any health and safety plans, site licenses or other regulatory consents applying to the Approved Disposal Facility and/or Approved Recycling Facility (as applicable) pursuant to the Specifications Clause 1.38.6 Prohibited Items of Annexure 19.
Project Control Group	means the Project Control Group constituted pursuant to the Conditions of Contract Clause 1.22.3 – Project Control and Implementation Group.
Quality Management Plan	means the Quality Management Plan referred to in the Conditions of Contract Clause 1.5 – Quality Management Plan.
Recyclables	means the containers, packaging and products listed in the Specification and Attachment 7 – Recyclables of Annexure 19, as may be modified by the Council from time to time during the Contract Term.
Recycling Collection Point	means a landfill, transfer station or other public place nominated by the Council within Dunedin where Approved Collection Containers are provided by the Council for the collection of Refuse and or Recyclables from the general public as identified in the Specifications Attachment 5 - Specified Recycling Collection Point Maps of Annexure 19.
Recyclables Acceptance Protocol	means the instructions and criteria that the Contractor must comply with to ensure that the Recyclables are accepted for processing at the Approved Recycling Facility as set out in Appendix 1 of Annexure 16 - Approved Recycling Facility Access Agreement.
Recyclables Rebate	means the net financial amount received by the Contractor from the sale of Recyclables as determined in accordance with Clause 12 of Annexure 2, Schedule of Payments which is to be returned to the Council as a credit pursuant to the Conditions of Contract Clause 1.26.15.
Refuse	means any solid waste material that is unwanted and/or undervalued and or discarded or discharged by its owner and is collected for disposal.



Refuse Acceptance Protocol	means the instructions and criteria that the Contractor must comply with to ensure that the Refuse is accepted for disposal at the Approved Disposal Facility as set out in Appendix 2 of Annexure 17 - Approved Disposal Facility Access Agreement.
Request For Service (RFS)	means a request by the Council to the Contractor to complete a specific service pursuant to the Conditions of Contract and/or the Specifications.
Residential Premises	means a building or self contained part of a building which is used for the purposes of living accommodation, including premises forming part of a school or other educational establishment, a premises forming part of a church, hospital, nursing home or residential home.
RMA	means the Resource Management Act 1991.
Security Interest	has the meaning given to it in section 17 of the Personal Property Securities Act 1999.
Services	means all or any of the services to be provided by the Contractor in accordance with the Conditions of Contract and the Specifications as set out in Annexure 19.
Services Commencement Date	means the 28 February 2011 or such other date as agreed between the Council and the Contractor as the date upon which the Services shall commence.
Service Rates	means for the Contract Year commencing on the Contract Commencement Date the rates specified in Annexure 2 - Schedule of Payments and (where applicable) for each subsequent Contract Year those rates as adjusted in accordance with the Conditions of Contract Clause 1.26.13 - Calculation of revised Service Rates.
Specified Collection Area	means the area defined in the Specification Clause 1.4 - Definition of the Specified Collection Area of Annexure 19.
Specification	means the specification for the Services as included in Annexure 19 of the Contract and any additions, deletions or modifications thereto made in accordance with the Contract.
Special Requirement Properties	means Eligible Properties that may be Multi-dwellings, student accommodation or properties with restricted access or high density areas and that, following assessment by the Council, require alternative containers for the collection of Refuse and or Recyclables.
Special Requirement Property	means the list of Eligible Properties which are multi-dwelling,

List	student accommodation, high density or have restricted Collection Vehicle access, which the Council is required to provide to the Contractor in accordance with Clause 1.16 Special Requirement Properties of the Specifications of Annexure 19.
Special Requirement Property Operational Plan	means the Special Requirement Property Operational Plan referred to in the Conditions of Contract Clause 1.16 (b) Special Requirement Properties of the Specification of Annexure 19.
Student Cleanup Days	has the meaning assigned to it in the Specification Clause 1.27.2 – Student Cleanup Days of Annexure 19.
Target Collection Density	has the meaning assigned to it in Clause 1.34.3 - Target Collection Density of the Specification of Annexure 19.
Traffic Management Plan	means the Traffic Management Plan referred to in the Conditions of Contract Clause 1.8.1 - General.
Transition Plan	means the Transition Plan referred to in the Conditions of Contract Clause 1.13.1 – Transition Plan.
Validated Performance Failure	means any incident of failure to achieve a Key Performance Indicator specified in Annexure 4 – Performance Standards that has been validated by the Council and the Contractor working collaboratively to thoroughly investigate the evidence available, which includes but is not limited to, the Council's RFS system, Customer complaints, the Contractors operational data and where applicable auditing and or sampling.
Variation	has the meaning assigned to it in the Conditions of Contract Clause 1.16.3 – Variations General.
Variation Order	means a written order confirming a Variation or a Mandatory Variation under the Conditions of Contract Clause 1.16.3 – Variations General.
Vehicles	means all or any of the vehicles utilised in the provision of the Services whether or not owned by the Contractor and includes Collection Vehicles.

1.38.2 Interpretation

a) In this Contract:

1. Defined terms: Defined expressions are signified by capitalisation.
2. Headings: Headings and underlining's are for convenience and do not affect interpretation.
3. Number: Words expressed in the singular include the plural and vice versa.

4. **Gender:** A reference to a gender includes a reference to any other gender.
 5. **Reference to Clauses etc:** References to Clauses, Schedules and attachments are to Clauses, Schedules and attachments (if any) to this Contract (unless otherwise stated).
 6. **Grammatical Forms:** Where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning.
 7. **Reference to law:** Reference to a 'law' or 'laws' means a statute, regulation bylaw or any other requirement of a governmental or semi-governmental organisation.
 8. **Reference to any Statute:** A reference to any Act, regulation, planning instrument, local law or by-law includes all Acts, regulations, planning instruments, local laws or by-laws amending, consolidating or replacing same, and a reference to an Act includes all regulations, planning instruments, local laws and by-laws made under that Act.
 9. **Successors and Permitted Assigns:** A reference to a Party in a document includes that Party, its legal representatives, successors and permitted assigns.
 10. **Reference to Documents:** A reference to any document includes a reference to that document as amended, rectified or replaced from time to time and to any document so amending, rectifying or replacing the document.
 11. **Obligation not to do anything:** Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
 12. **GST exclusive:** All monetary amounts are stated exclusive of GST and in New Zealand dollars, unless provided otherwise.
 13. **Include:** The words "include" or "including" are to be construed as meaning include or including without limitation
 14. **Person:** References to a person include a natural person, firm, corporation, association or other entity whether incorporated or not and whether or not having a separate legal personality.
- b) The Contract Information sets out information relevant to this Contract and includes descriptions of the way the Contractor will fulfil its obligations under this Contract. The Contract Information does not vary or override this Contract or the Specifications as set out in Annexure 19.

ANNEXURES




ANNEXURE 1 – REFERENCE SCHEDULE

REFERENCE SCHEDULE		
Clause 1.11.2	Key Personnel:	
Clause 1.13.1	Transition Plan (if required by the Council) to be submitted by:	Transition Plan Required: YES If yes, period prior to Contract Expiry Date by which it is to be submitted: 6 months i.e 30 December 2017.
Clause 1.17.1 (c)	Specified Approved Subcontractors required to complete a Continuity Deed:	Carter Holt Harvey FullCircle Limited;
Clause 1.18.1 (a) (2)	Bond Amount: (See Note 1)	
Clause 1.18.1 (a)(3)	Bond provider:	Westpac Bank Limited.
Clause 1.21.1 (a)	Contractor Representative:	
Clause 1.21.2 (a)	Council Representative:	
Clause 1.22.2	Contract Performance Team members	Each Party shall appoint 2 representatives to the Contract

		Performance Team. [REDACTED]
Clause 1.23.2	Public liability insurance cover amount: (See Note 1) Public liability insurance deductible amount:	[REDACTED]
Clause 1.23.2 (a)	Motor vehicle public liability insurance cover amount: (See Note 1) Motor vehicle public liability insurance deductible amount:	[REDACTED]
Clause 1.26.2	Performance Adjustments	The Performance adjustment provisions in Annexure 4 – Performance Standards apply subject to Clause 1.28.2
Clause 1.26.10 (a)	Interest rate on overdue payments:	[REDACTED]
Clause 1.29.8 (a) (3)	The nominated place for any arbitration proceedings under this Contract is:	Dunedin
Clause 1.33.19 (c)	Parties address for Service	The Council: Dunedin City Council 50 The Octagon P.O. Box 5045 Dunedin 9031 The Contractor: EnviroWaste Services Limited, P.O. Box 908 South Dunedin 9012
Clause 1.37.1	Extension of Contract Term	The Extension of Contract Term provisions in Clause 1.37 apply.



Clause 1.37.2 (l)	Period of Extension:	1 year.
Clause 1.37.2(c)	Maximum Contract Term	8 years.
1. Clause 1.5 2. Clause 1.6 3. Clause 1.7.1 4. Clause 1.8 5. Clause 1.9.4 6. Clause 1.9.6 7. Clause 1.13.1 9. Clause 1.14 10. Clause 1.15.16 11. Clause 1.44	Contractor's Plans	1. Quality Management Plan; 2. Operations and Procedures Plan; 3. Environmental Management Plan; 4. Traffic Management Plan; 5. Health and Safety Plan; 6. Emergency and Incident Plan; 7. Transition Plan; 8. Special Requirement Property Operational Plan; 9. Mobilisation Plan; 10. Quality Assurance Plan; and 11. Customer Service Plan.
Note 1		

ANNEXURE 2 – SCHEDULE OF PAYMENTS

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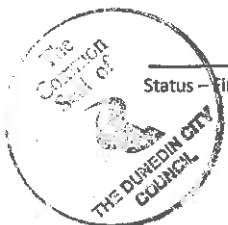
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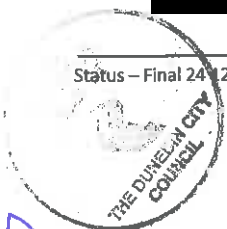
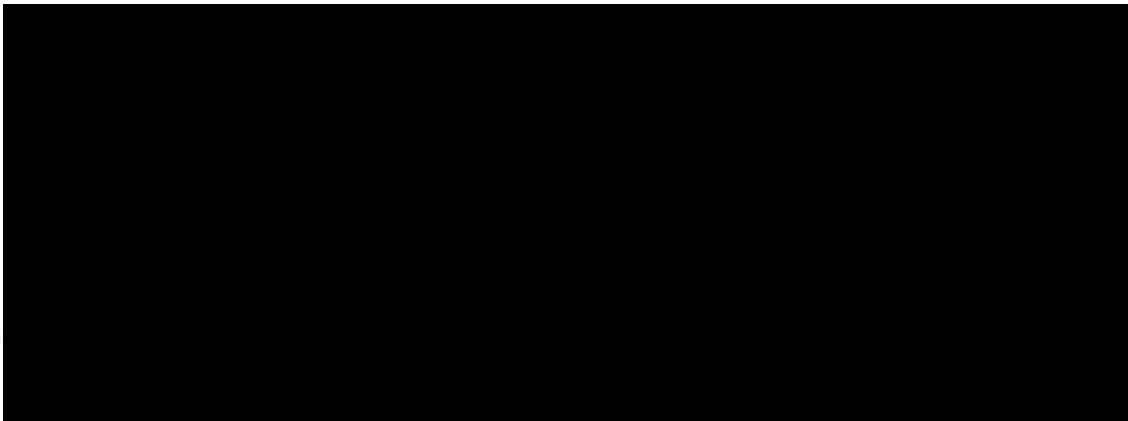
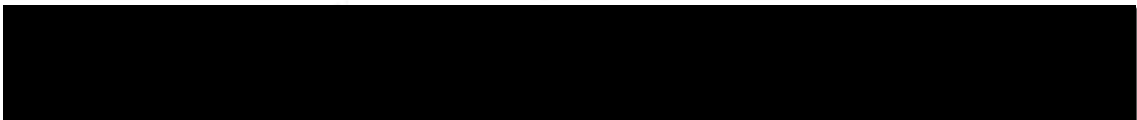
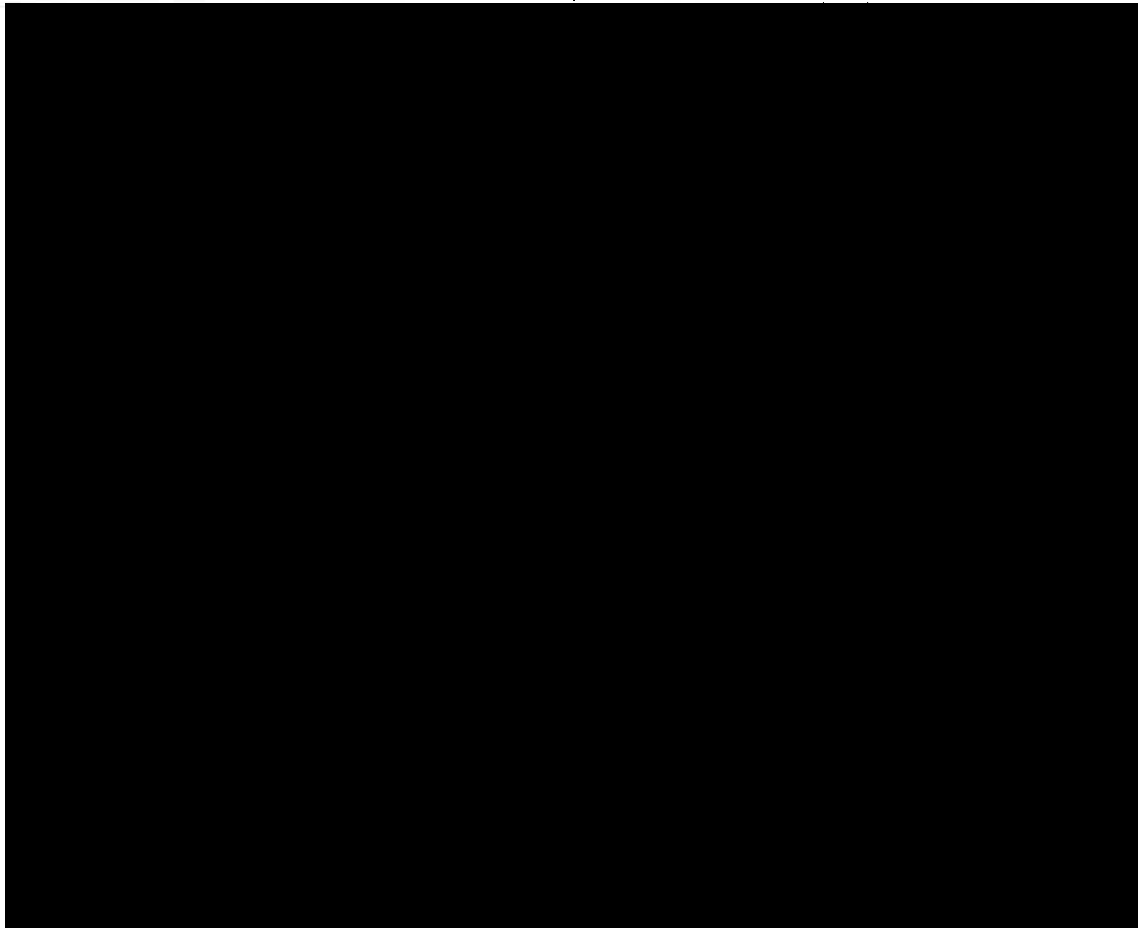
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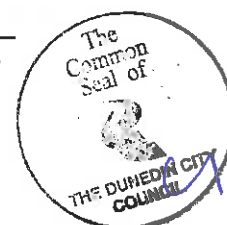
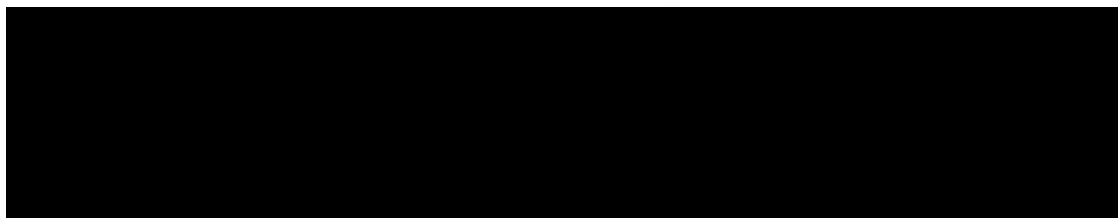
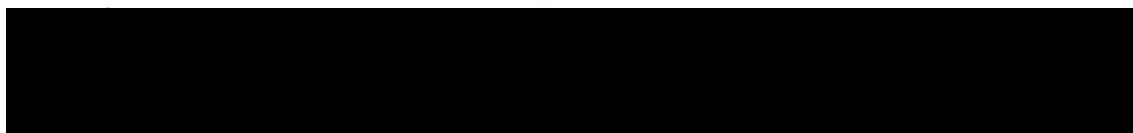
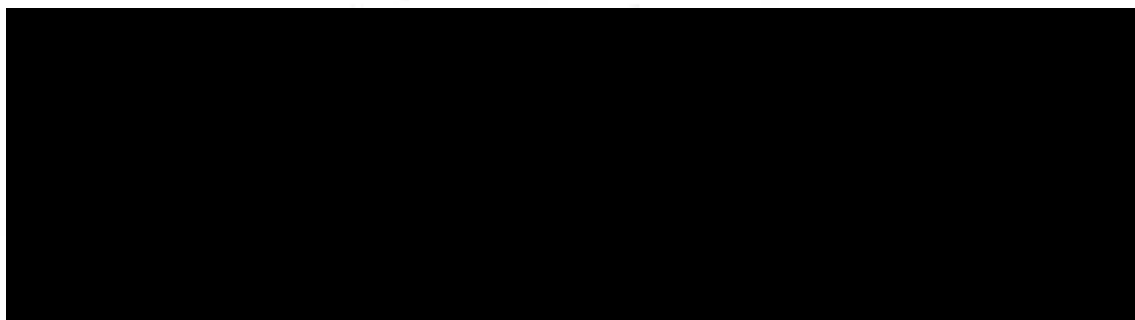
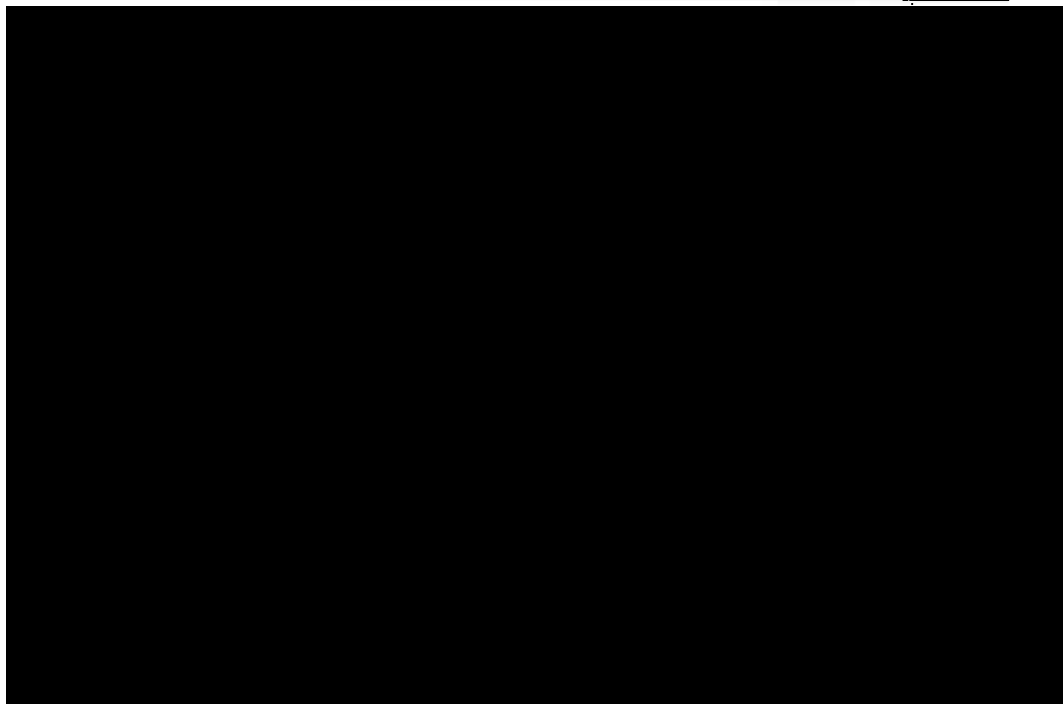
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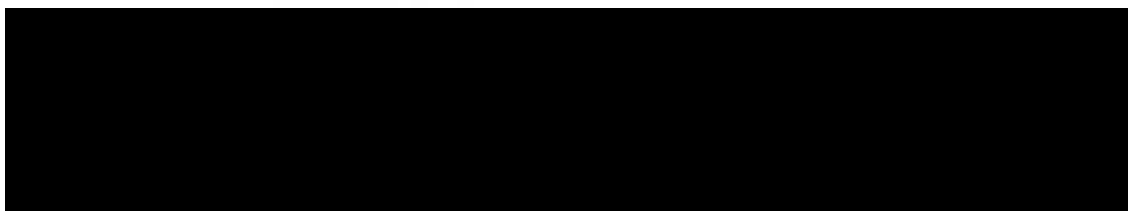
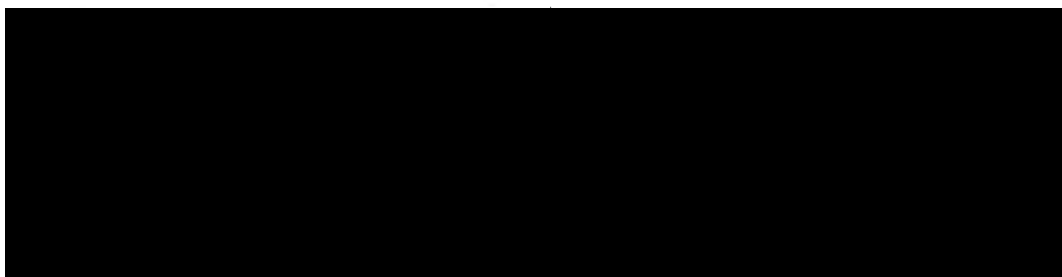
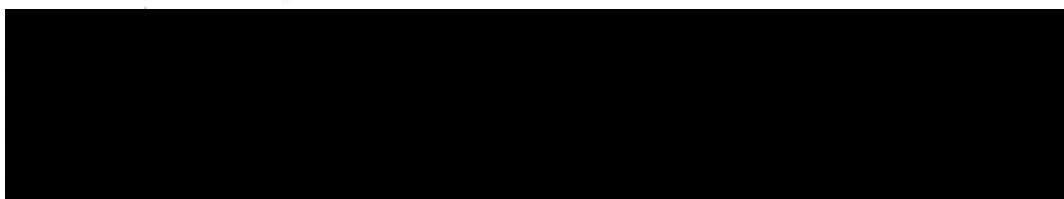
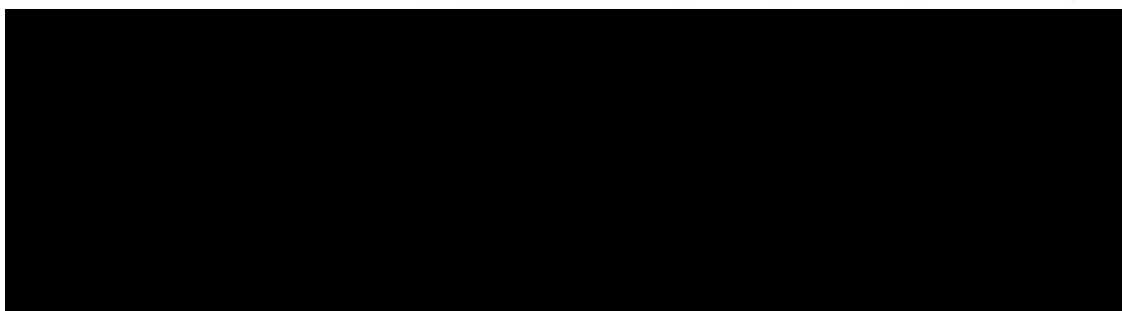
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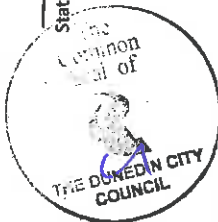
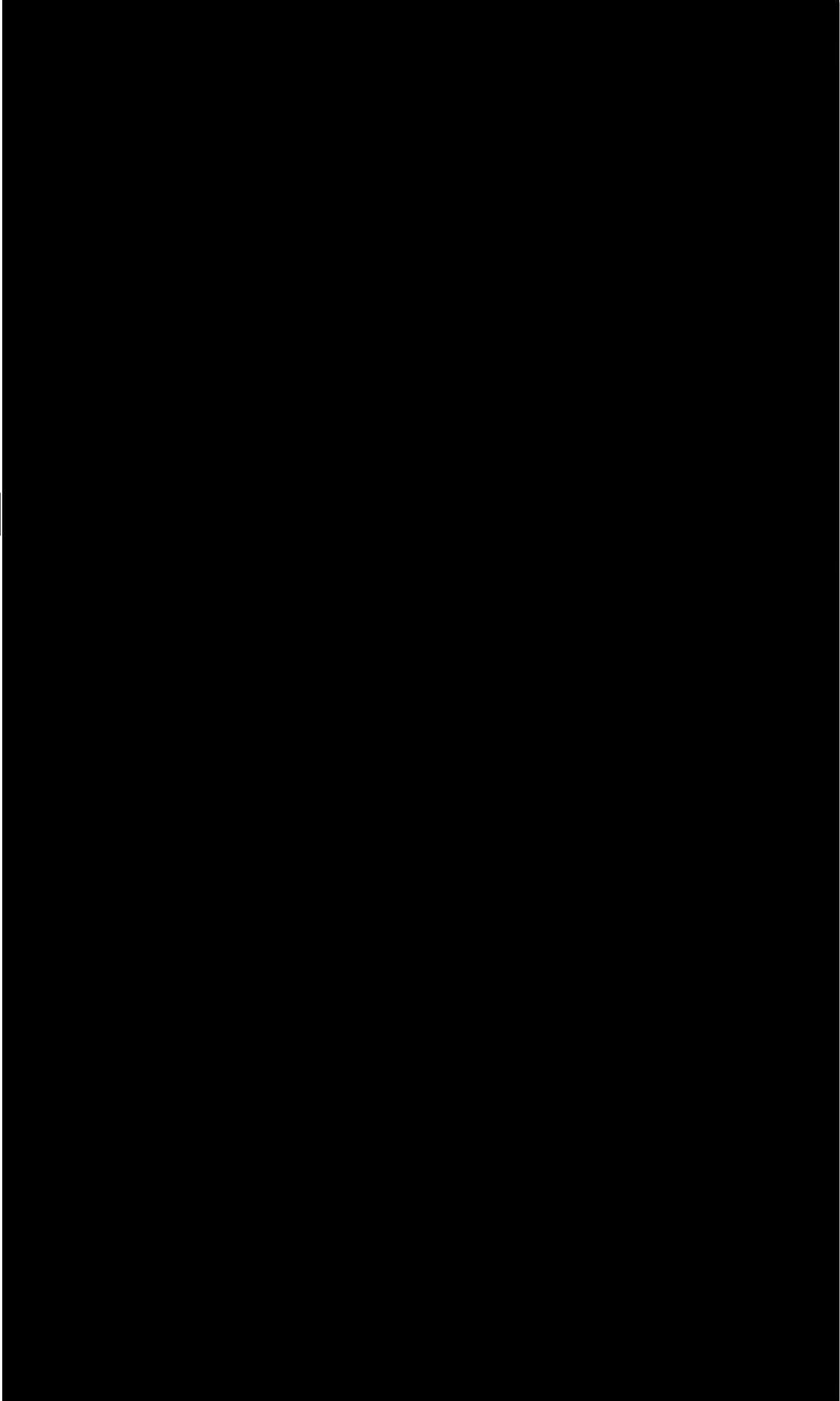
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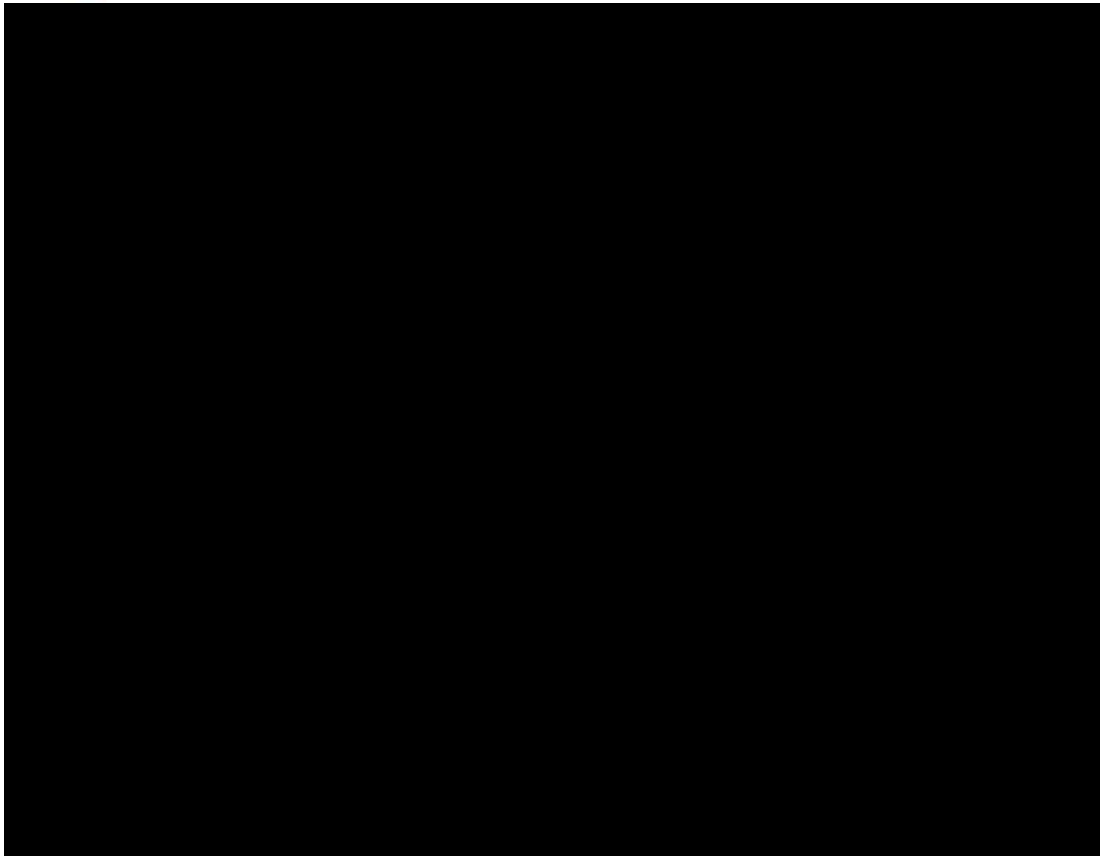
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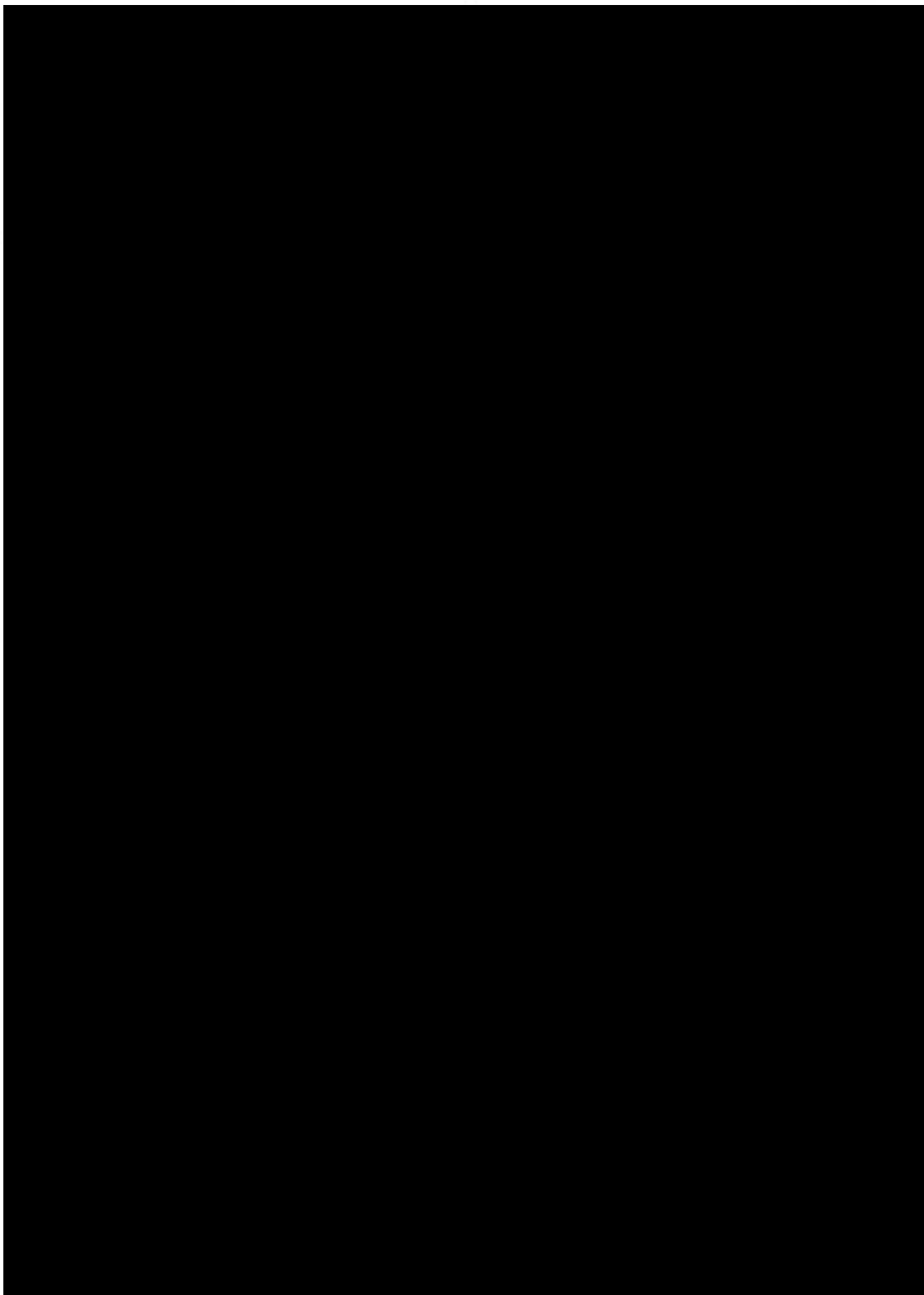
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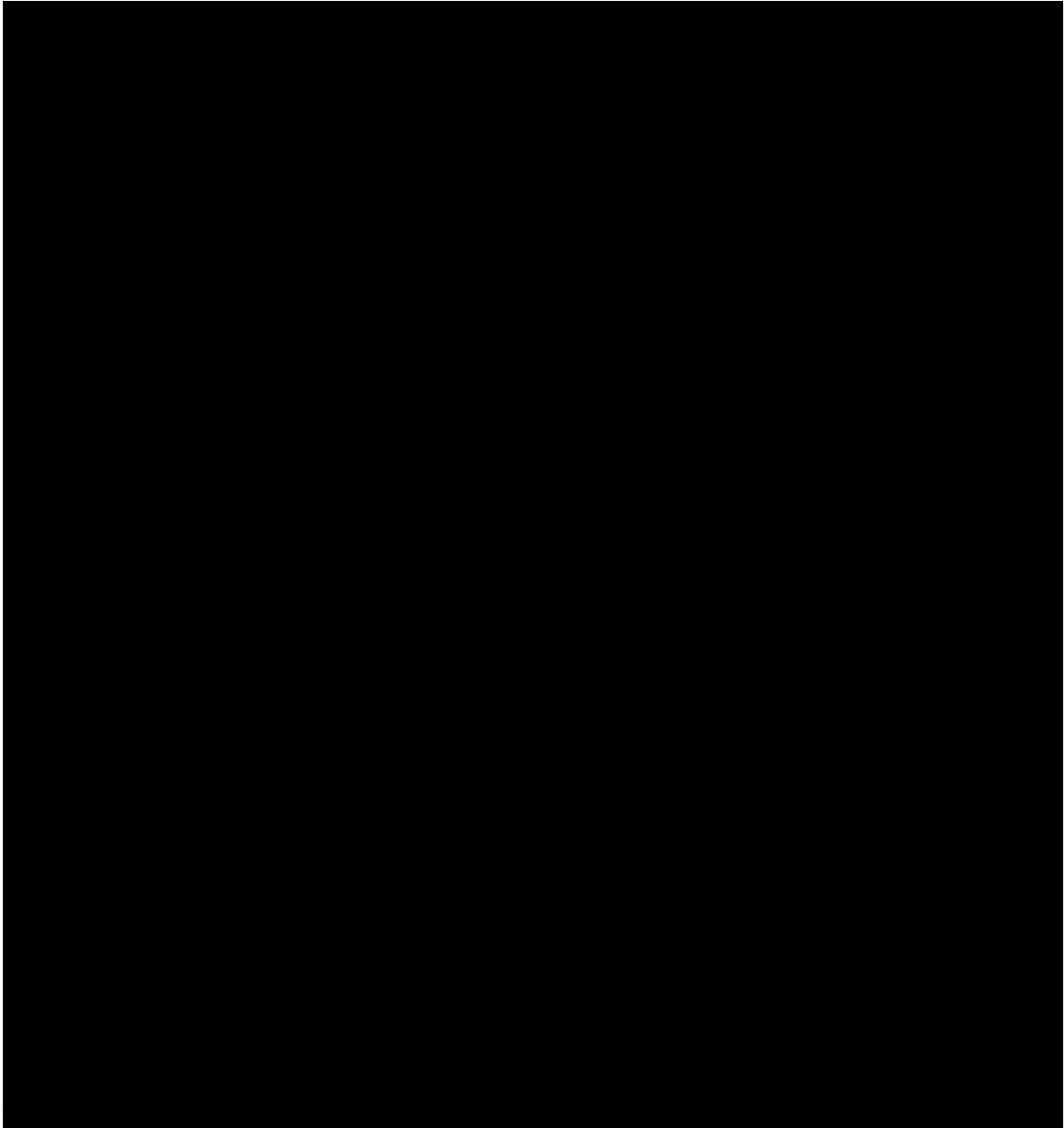
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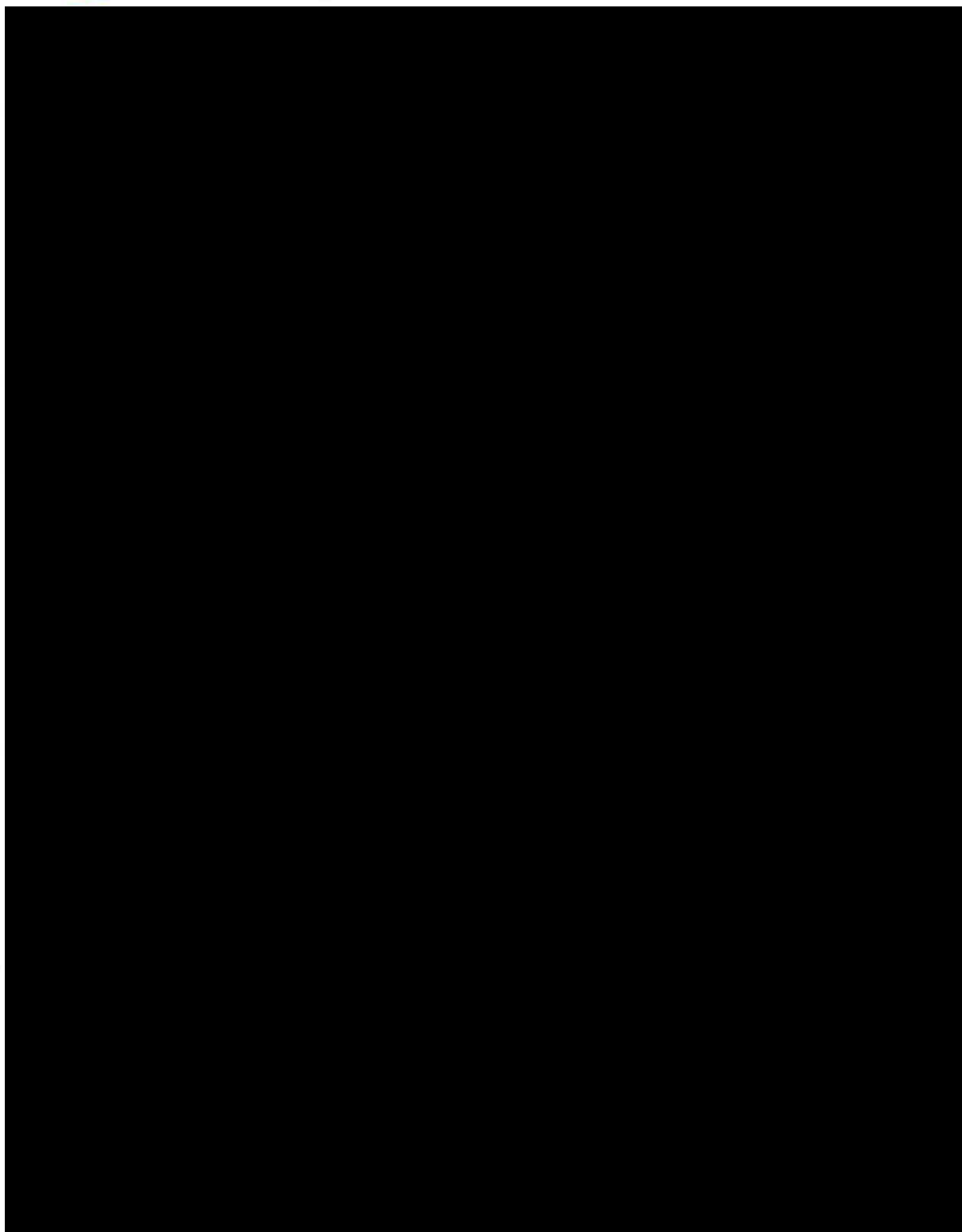
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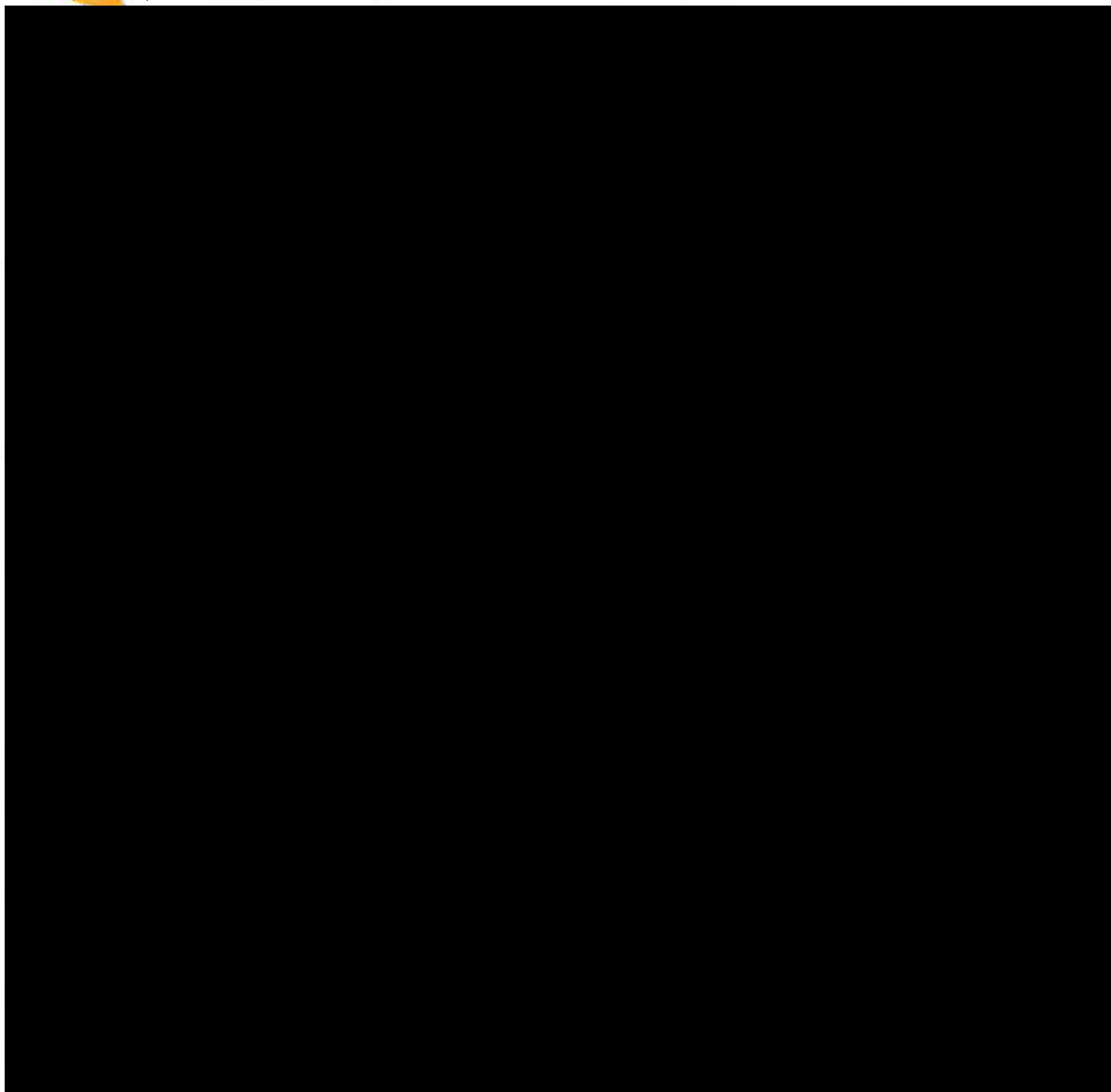
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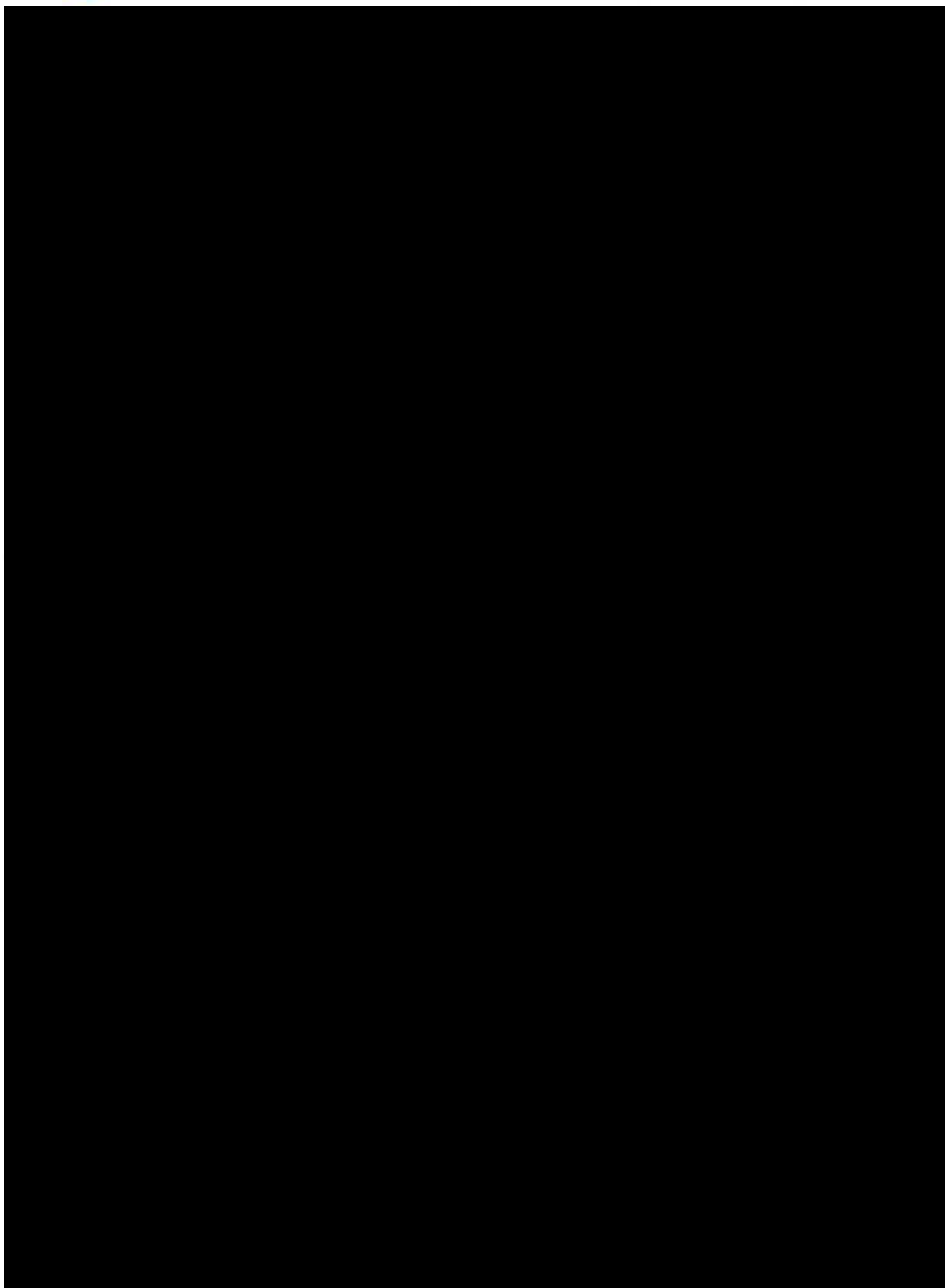


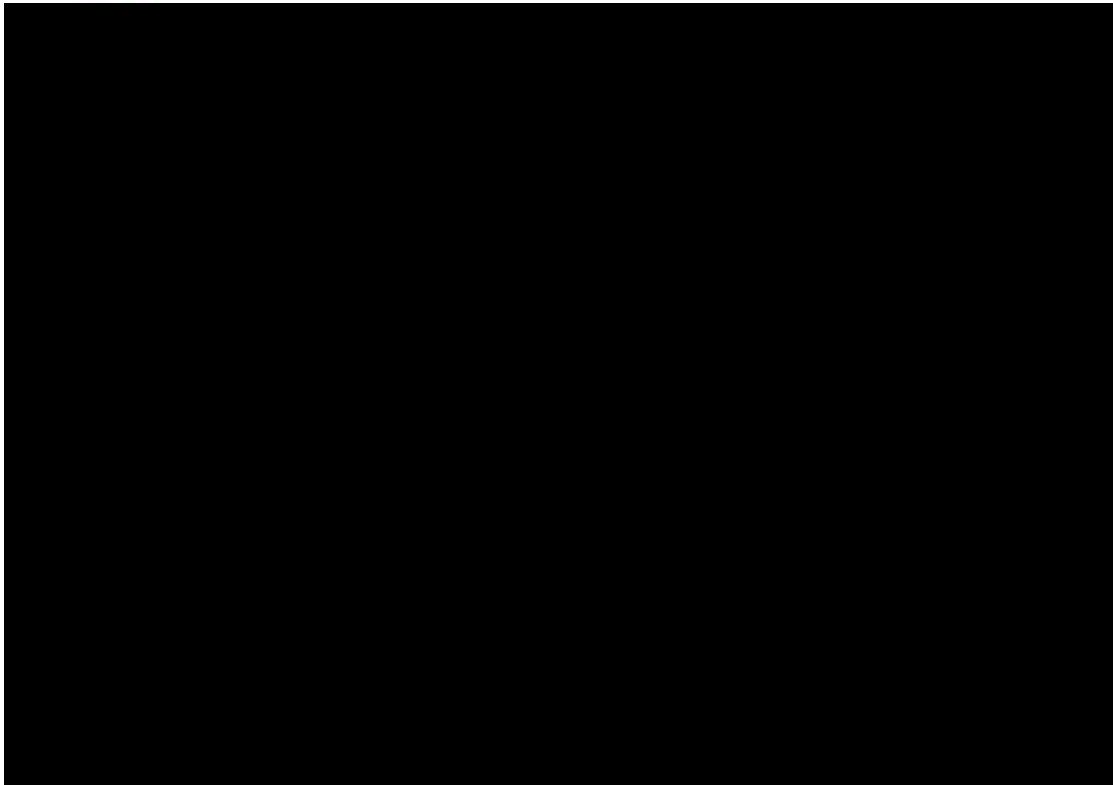












ANNEXURE 3 – PARTNERING

1. Partnering philosophy

The Parties will conduct the Contract within the philosophy of partnering.

To achieve this on-going success will depend upon both Parties working collectively together at all times in the spirit of the following principles:

- Build trust and have a good working relationship;
- Generate a culture of respect, mutual support, co-operation and good faith;
- Commitment to achieving the Contract outcomes;
- Share in the vision, goals, objectives and values of sustainability and waste minimisation;
- Create good communication in an open and supportive manner;
- Address and resolve difficulties and issues as they arise;
- Develop and maintain an excellent public profile; and
- Promote and encourage a creative synergy for on-going improvement, cost effectiveness and efficiency.

2. Partnering plan

Partnering under this Contract shall involve (but will not necessarily be limited to) the following:

1. Gaining top management commitment from each Party;
2. Arranging team building/bonding between the Parties as a planned process to acknowledge each others' agendas, focussing on common goals, clarifying expectations and establishing ground rules for the implementation and management of the Contract;
3. Expanding the commitment to all other significant participants who will be working together on the Contract by forming a cohesive team with a single set of objectives and developing a joint commitment for the timely identification, discussion and resolution of issues effecting the provision of the Services;
4. Producing a charter for the Contract with each team building workshop participant signing the charter to reinforce its commitment. The charter may typically contain the following commitments:
 - a) To maintain quality control;
 - b) To carry out and administer the Contract so that all Parties are treated fairly;
 - c) To achieve the Performance Standards expectations;
 - d) To resolve disputes as quickly as possible; and



- e) To encourage the achievement of added value for the benefit of all Parties by indicating improvements which become apparent throughout the Contract Term.
- 5. Conducting regular joint evaluations of partnering performance by all participants;
- 6. Conducting regular formal follow up evaluations of team performance and identifying areas for improvement at regular intervals as are necessary to enforce the attitudes and processes developed in the initial workshops; and
- 7. Developing commitment and support from all levels of management including consistent endorsement of the principles of partnering.

ANNEXURE 4 – PERFORMANCE STANDARDS

The Parties acknowledge that the Key Performance Indicator assessment system will be managed with the objective of maintaining excellence in service delivery facilitated through a positive working relationship. In the event of any dispute, the Parties will actively and openly endeavour to amicably settle such disputes themselves, with a view to prompt resolution.

The Council reserves the right to alter or amend in any way the following Key Performance Indicators during the Contract Term with the written agreement of the Contractor. This includes, but is not limited to, the required performance measurement and the payment adjustment based upon the performance of the Contractor. The Council may add new Key Performance Indicators or delete Key Performance Indicators with the written agreement of the Contractor during the Contract Term.

The following Key Performance Indicators shall be reviewed by the Parties within six (6) months following the Services Commencement Date to enable the Contractor and the Council to collate specific Service information:

5 - Contaminated Loads; and

6 - Density.

1. Key Performance Indicators (KPI's)

Performance Standards			
	KPI	Required level and measurement	Payment Adjustment (excluding GST)
1.	Services failures Incidence of:		
	1. Failure to collect Approved Collection Containers from Eligible Properties in accordance with the Conditions of Contract and the Specifications of Annexure 19.	1. The aggregate number of validated failures to collect Approved Collection Containers (excluding failure to collect from Eligible Properties on whole streets as detailed in item 2 of Service failures) from Eligible Properties over the month exceeds 50. Measured in accordance with the Validated Performance Failures	1. The Contract Sum payable for the applicable month shall be reduced by a sum equivalent to 1% of that payment.

		defined in Clause 1.38.1 Definitions.	
	2. Failure to collect Approved Collection Containers from whole streets in accordance with the Conditions of Contract and the Specification of Annexure 19.	2. The aggregate number of validated failures to collect Approved Collection Containers from whole streets over the month exceeds 10. Measured in accordance with the Validated Performance Failures defined in Clause 1.38.1 Definitions.	2. The Contract Sum payable for the applicable month shall be reduced by a sum equivalent to 1% of that payment.
	3. Failure to collect Approved Collection Containers within the required timeframe including complaints regarding late or early collections outside specified hours unless notified.	The aggregate number of validated failures to collect Approved Collection Containers within required timeframes over the month exceeds 30. Measured in accordance with the Validated Performance Failures defined in Clause 1.38.1 Definitions.	3. The Contract Sum payable for the applicable month shall be reduced by a sum equivalent to 1% of that payment.
	4. Failure to deliver/repair/exchange or remove Approved Collection Containers within the required time frame.	3. The aggregate number of validated Collection Service failures of any nature over the month exceeds 30. Measured in accordance with the Validated Performance Failures defined in Clause 1.38.1 Definitions.	4. The Contract Sum payable for the applicable month shall be reduced by a sum equivalent to 1% of that payment.
	5. Service failures as	4. Should the aggregate	5. The Contract Sum payable

	<p>detailed in Service failure items 1, 2, 3 and 4 above.</p>	<p>number of validated Collection Service failures as detailed in Service failures items 1, 2, 3 and 4 above exceed 150 in total over the month, a singular payment adjustment shall be applied to all Service failures.</p>	<p>for the applicable month shall be reduced by a sum equivalent to 5% of that payment.</p>
2.	Damage		
	<p>Complaints relating to damaged property as a result of the Services.</p>	<p>The aggregate number of validated reports of damage over the month exceeds 5 but not more than 15.</p> <p>Measured in accordance with the Validated Performance Failures defined in Clause 1.38.1 Definitions.</p>	<p>The Contract Sum payable for the applicable month shall be reduced by a sum equivalent to 1% of that payment.</p>
		<p>The aggregate number of validated reports of damage over the month exceeds 15.</p> <p>Measured in accordance with the Validated Performance Failures defined in Clause 1.38.1 Definitions.</p>	<p>The Contract Sum payable for the applicable month shall be reduced by a sum equivalent to 5% of that payment.</p>
3.	Spilt materials		
	<p>Complaints relating to Recycling or Prohibited and/or Non Compliant Recyclables left behind due to spillage either through the actions of the Contractor or other Party including on the road, berm, footpath or channel.</p>	<p>Validated reported incidents of spillage over the month exceeds 30 but not more than 80.</p> <p>Measured in accordance with the Validated Performance Failures defined in Clause 1.38.1 Definitions.</p>	<p>The Contract Sum payable for the applicable month shall be reduced by a sum equivalent to 1% of that payment.</p>

		Validated reported incidents of spillage over the month exceeds 80. Measured in accordance with the Validated Performance Failures defined in Clause 1.38.1 Definitions.	The Contract Sum payable for the applicable month shall be reduced by a sum equivalent to 5% of that payment.
4.	Complaints		
	Complaints received relating to the Contractor's personnel not acting in accordance with the Conditions of Contract and/or the Specifications of Annexure 19.	The aggregate number of validated complaint failures of any nature (excluding Performance Standards separately itemised in items 1,2,3,5,6,7 and 8) over the month exceeds 10 but not more than 20. Measured in accordance with the Validated Performance Failures defined in Clause 1.38.1 Definitions.	The Contract Sum payable for the applicable month shall be reduced by a sum equivalent to 1% of that payment.
		The aggregate number of validated complaint failures of any nature (excluding Performance Standards separately itemised in items 1,2,3,5,6,7 and 8) over the month exceeds 20. Measured in accordance with the Validated Performance Failures defined in Clause 1.38.1 Definitions.	The Contract Sum payable for the applicable month shall be reduced by a sum equivalent to 5% of that payment.
5.	Contaminated loads <i>(where contamination management is the Contractor's responsibility)</i>		

	Incidence of loads rejected for Excessive Contamination or failure to meet applicable acceptance criteria within the reasonable control of the Contractor.	The number of loads that fail to meet the required acceptance criteria exceeds 5 during any month. Measured in accordance with the Acceptance Protocols set out in Clause 1.33.2 Excessive Contamination of the Specification of Annexure 19.	The Contract Sum payable for the applicable month shall be reduced by a sum equivalent to 2.5% of that payment.
6.	Density		
	Average monthly Approved Target Collection Density	Any incident of average monthly density exceeding the Approved Target Collection Density. Measured in accordance with the Approved Target Collection Density set out in Clause 1.34.3 of the Specifications of Annexure 19.	The Contract Sum payable for the applicable month shall be reduced by the Contractor by \$500 for each kg/m ³ or part thereof that the Contractor exceeded the Approved Target Collection Density for that month.
7.	Audit		
	Failure by the Contractor to carry out required audits and quality monitoring.	Validated failure to carry out required audits and quality monitoring in the applicable month to an extent that, in the Council Representative's reasonable view, the failure will materially prejudice the efficacy of the Contractor's self audit and quality management regime	The Contract Sum payable for the applicable month shall be reduced by a sum equivalent to 1% of that payment
8.	Response Times		
	Failure to achieve the response times specified in Clause 2 – Response Times of this Annexure 4 –	The aggregate number of validated failures to achieve the required response times over the month exceeds 30.	The Contract Sum payable for the applicable month shall be reduced by a sum equivalent to 1% of that payment.

	Performance Standards.	Measured in accordance with the reporting requirements set out in the Conditions of Contract and the Specifications of Annexure 19. Measured in accordance with the Validated Performance Failures defined in Clause 1.38.1 Definitions.	
9.	Failure to report		
	Failure to report Performance Standards failures and/or failure to report in accordance with Annexure 14 – Reporting of the Conditions of Contract.	Validated failure to accurately report any verified instance of a Performance Standard failure in any one month; and/or Failure to report in accordance with Annexure 14 – Reporting of the Conditions of Contract. Measured in accordance with the reporting requirements set out in the Conditions of Contract and the Specifications of Annexure 19.	The Contract Sum payable for the applicable month shall be reduced by a sum equivalent to 1% of that payment. A singular payment adjustment shall be applied to all Performance Standards reporting failures that occur in the same month.

The Contract Sum payable in relation to the Services provided by the Contractor in any month during the Contract Term shall be adjusted in accordance with the above table.

Contract Sum adjustments for Performance Standards failures shall not apply for the three (3) month period following the Services Commencement Date.

The maximum Contract Sum adjustment for any month shall not exceed 10% of the amount otherwise payable for that month.

All audits and samples shall be conducted in accordance with reasonable and statistically valid sampling methodologies.

2. Response Times

The maximum response times are:

Service Activity	Response Time
Missed Collection	2 hours to all service types except rural areas where a 4 hour response time applies
Spilt Refuse and /or Recyclables, Prohibited and/or Non Compliant Refuse and/or Recyclables	4 hours following receipt of complaint
New Approved Collection Containers	3 Business Days
Repairs to Approved Collection Container	3 Business Days
Removal/retrieval of Approved Collection Container/s	3 Business Days
Additional Approved Collection Container/s	3 Business Days
Claim for damage to property	Immediate – verbally 24 hours – written 10 Collection Days – resolved
Contract Manager on site to resolve Customer Enquiry	2 hours – urban 4 hours – rural
Complaint about an employee's conduct	1 hour – initial response 3 Business Days – Resolution
Health and Safety issues Depending on severity of injury for health and safety issues	1 hour – initial response 3 Business Days – Resolution
Replacement vehicle and/or Plant and equipment to resume the Services for a breakdown	2 hours – urban 4 hours – rural
Complaint about odour	1 hour – initial response 3 Business Days – resolution
Complaint about noise	1 hour – initial response 3 Business Days – resolution

3. Performance Assessment

The Contractor's performance shall be reviewed as follows:

- A performance assessment shall be undertaken jointly by the Contractor and the Council Representative by the 15th of each month;
- The Contractor's performance shall be assessed and rated against the KPI's and the Response Times;
- The performance assessment shall (without limitations) be used to:
 - Determine the Contractor's entitlement for monthly payment Claims; and
 - Provide guidance to the Council to determine the eligibility of the Contractor for any renewal of the Contract.

4. Annual Review of Performance

The Council's Representative, in consultation with the Contractor, shall conduct an annual review of the Contractor's performance in accordance with Clause 1.21.4 Meetings of the Conditions of Contract.

ANNEXURE 5 – FORM OF CONTINUITY DEED



Status – Final 24 12 10

CONTINUITY DEED

KERBSIDE REFUSE AND RECYCLABLES COLLECTION AND PROCESSING SERVICES 2011-18

CONTRACT 3345

CARTER HOLT HARVEY LIMITED TRADING AS FULLCIRCLE RECYCLING

Approved Subcontractor

and

DUNEDIN CITY COUNCIL

Council

BACKGROUND

- a) The Dunedin City Council (**Council**) and EnviroWaste Services Limited (**Contractor**) have entered into a contract for the provision of Kerbside Refuse and Recyclables Collection and Processing Services (**Head Contract**).
- b) The Contractor has contracted Carter Holt Harvey Limited trading as Fullcircle Recycling (**Approved Subcontractor**) to provide certain parts of the services to be provided under the Head Contract as described in clause 1.1 (**Subcontract Services**) pursuant to both a Subcontracting Agreement and an Approved Recycling Facility Access Agreement (together **the Subcontract**).
- c) In consideration of the Council approving the engagement of the Approved Subcontractor by the Contractor pursuant to the Contract, the Approved Subcontractor has agreed to assure continuity of the Subcontract Services on the terms set out in this deed.

OPERATIVE PROVISIONS

This deed witnesses and for the consideration set out above, the Approved Subcontractor covenants with the Council as follows.

1. SUBCONTRACT SERVICES

- 1.1 The Subcontract Services are all of the services to be carried out by the Approved Subcontractor pursuant to the Subcontract.

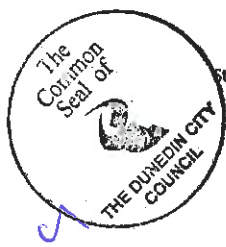
2. APPROVED SUBCONTRACTOR TO COMPLETE SUBCONTRACT SERVICES

- 2.1 The Approved Subcontractor covenants that if the Head Contract is determined or comes to an end before the Expiry Date under the Head Contract, the Approved Subcontractor will, if required by the Council (by written notice), continue to provide the Subcontract Services for the Council under the same conditions, for the same term and for the same consideration as set out in the Subcontract.
- 2.2 As from the giving of notice under Clause 2.1 a new contract shall be deemed to be in place as between the Council and the Approved Subcontractor on the same terms as the Subcontract subject to such amendments as are required to give effect to this deed or are otherwise agreed by the Parties.
- 2.3 The Parties acknowledge that the Council does not assume liability for any defaults or outstanding payments owed by Contractor to the Approved Subcontractor under the Subcontract and that this deed and any notice given under this deed do not constitute and shall not be construed as an assignment or novation of the Subcontract.

3. RIGHTS ADDITIONAL TO AGREEMENT

- 3.1 The Council's rights under this deed are in addition to and do not derogate from any other rights the Council may have under the Head Contract.

4. NOTICES



- 4.1 Each notice or other communication under this deed is to be in writing and is to be given by facsimile, personal delivery or registered post to the addressee at the facsimile number or address, and shall be marked for the attention of the person or office holder (if any), from time to time designated for the purpose by the addressee to the other Party. The initial facsimile number, address and relevant person or office holder of each Party is set out under the name at the end of this deed.
- 4.2 No communication shall be effective until received. Communications are, however, deemed to be received:
- 4.2.1 In the case of a letter, on the third business day after posting, and
- 4.2.2 In the case of a facsimile, on the business day on which it is dispatched or, if dispatched after 5.00pm (in the place of receipt) on a business day or on a non-business day, on the next business day after the date of dispatch.
- 5. NO WAIVER**
- 5.1 A failure of Party, at any time, to require full or part performance of any obligations under this deed will not in any way affect the rights of that Party to require that performance subsequently.
- 6. GOVERNING LAW**
- 6.1 This deed is governed by the laws of New Zealand. Each Party unconditionally and irrevocably submits to the non exclusive jurisdiction of the Courts of New Zealand.
- 7. SEVERABILITY**
- 7.1 If any provision of this deed is illegal or unenforceable, then:
- 7.1.1 If the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed, and
- 7.1.2 In any other case, the whole provision is severed, and, except where the basic nature of this deed is altered, as altered, in contrary to public policy, the remainder of this deed continues to have full force and effect.
- 8. COUNTERPARTS**
- 8.1 This deed may be executed in any number of counterparts. All counter parts taken together will be deemed to constitute the one deed.
- 9. ASSIGNMENT**
- 9.1 The Council shall not assign, transfer or otherwise deal with any of its rights under this deed without the prior written approval of the Approved Subcontractor, which approval may not be unreasonably withheld.
- 9.2 The Approved Subcontractor shall not assign, transfer or otherwise deal with any of its rights under this deed without the prior written approval of the Council, which approval may be conditional upon:



- 9.2.1 The Approved Subcontractor paying all reasonable fees and expenses (including legal fees) incurred by the Council in connection with the proposed assignment, including investigating the proposed assignee;
- 9.2.2 The Council being reasonably satisfied that the proposed assignee has the necessary skills, experience and financial resources to provide the Subcontract Services;
- 9.2.3 The proposed assignee agreeing in writing to comply with the Approved Subcontractor's obligations under this deed as if they were an original contracting party to the deed; and
- 9.2.4 The Subcontracting Agreement and the Approved Recycling Facility Access Agreement also being assigned to the proposed assignee upon assignment of this deed.

The Council may not otherwise unreasonably withhold consent.

10. INTERPRETATION

10.1 In this deed, unless the context otherwise requires:

- 10.1.1 Words importing the singular number include the plural number
- 10.1.2 Words importing the plural number include the singular number
- 10.1.3 Words of any gender include the other gender and bodies corporate
- 10.1.4 Covenants given in this document by more than one person shall bind each of them jointly and severally
- 10.1.5 A Party includes its successors and permitted assigns
- 10.1.6 Paragraph headings and table of contents are not to be used to construe this document
- 10.1.7 References to a Clause, Clauses, Schedule or Schedules shall unless otherwise specified be a reference to the corresponding Clause, Clauses, Schedule or Schedules in this deed.

10.2 Except where expressly provided to the contrary all references in this deed to 'including', 'includes' or 'include' shall be read as if that reference is followed by the words 'without limitation'.

10.3 Definitions:

Expiry Date means the 30 June 2018 or such other date as agreed between the Council and the Contractor as the date upon which the Head Contract expires.

EXECUTION

Executed as a deed.

Dated 23 DECEMBER

20[10]

Signed by GARY SAUNDERS

[Approved Subcontractor]

in the presence of:

Authorized Signatory

Witness signature:

Authorized Signatory

Witness name:

KEVIN EDGAR

Occupation:

SOUTH ISLAND COLLECTIONS MANAGER

Address:

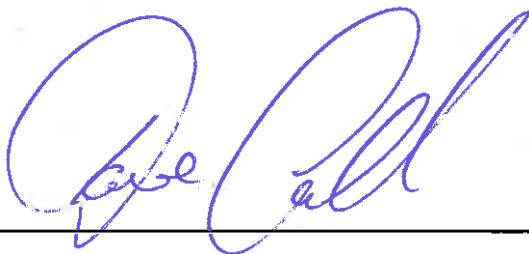
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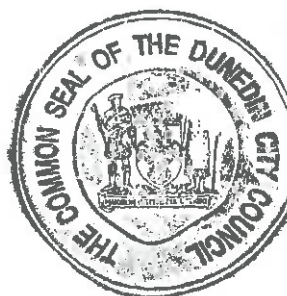
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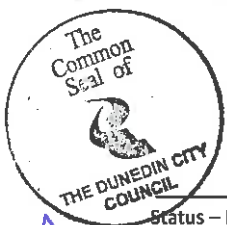
Mayor



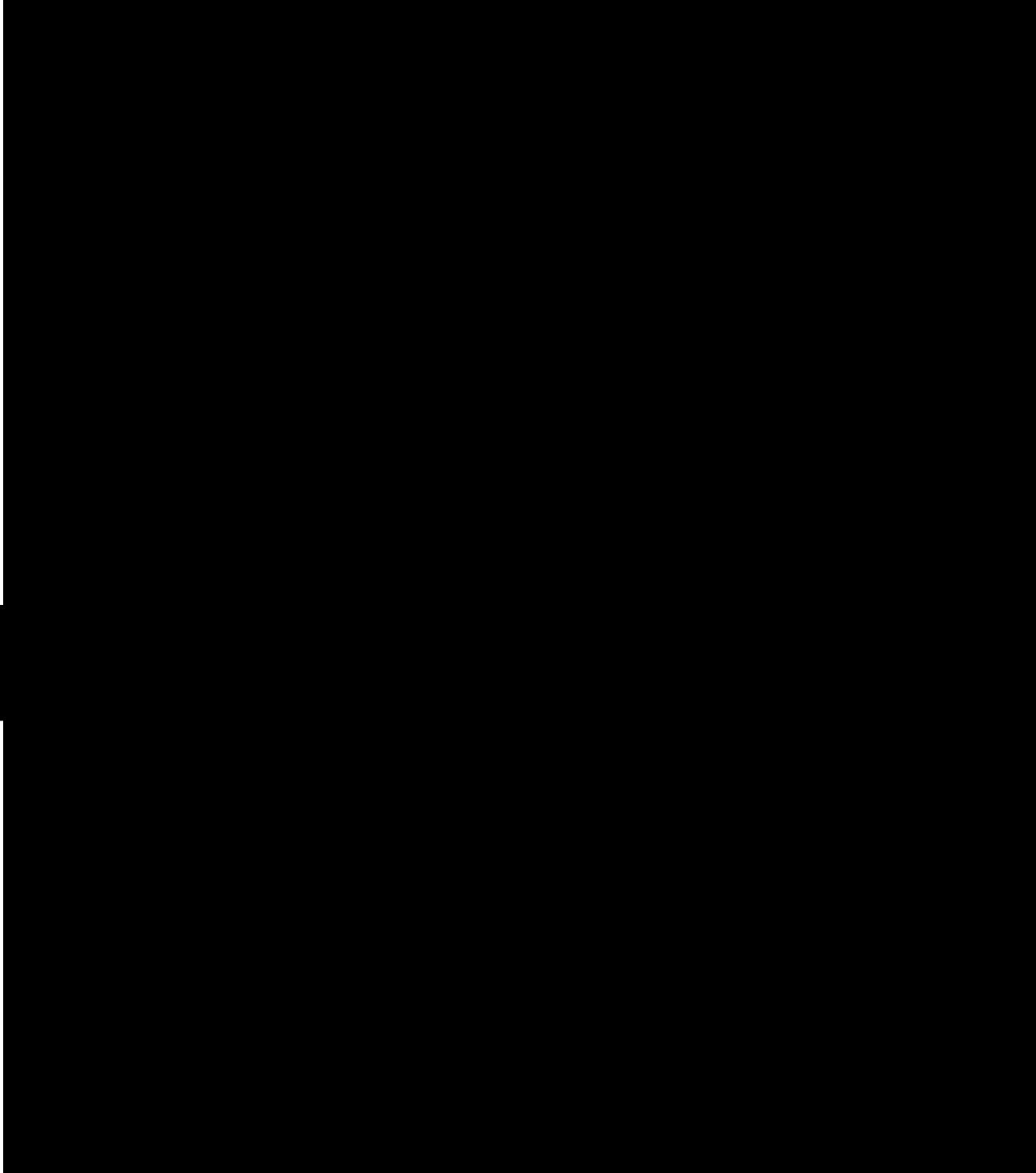
Councillor

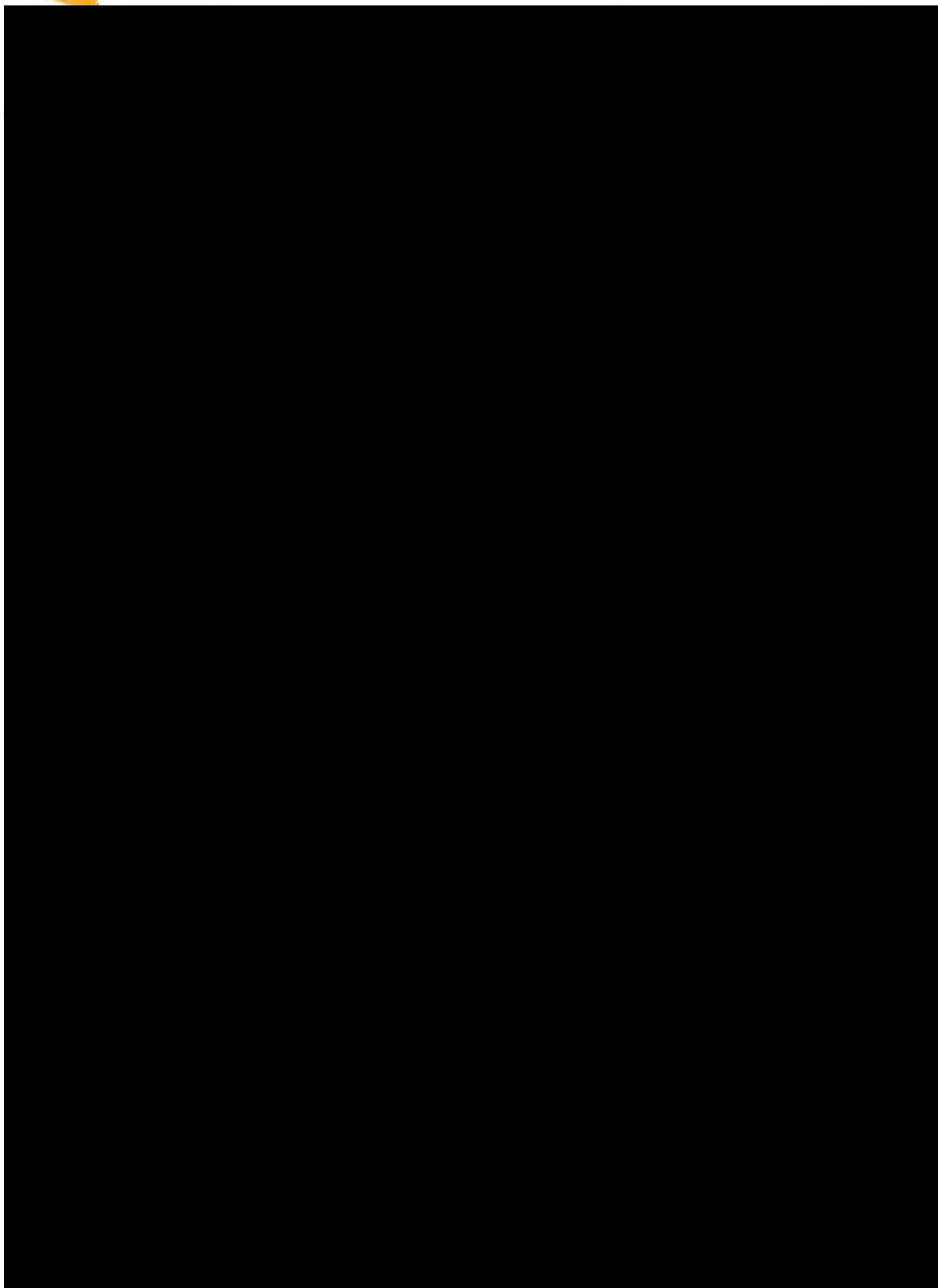


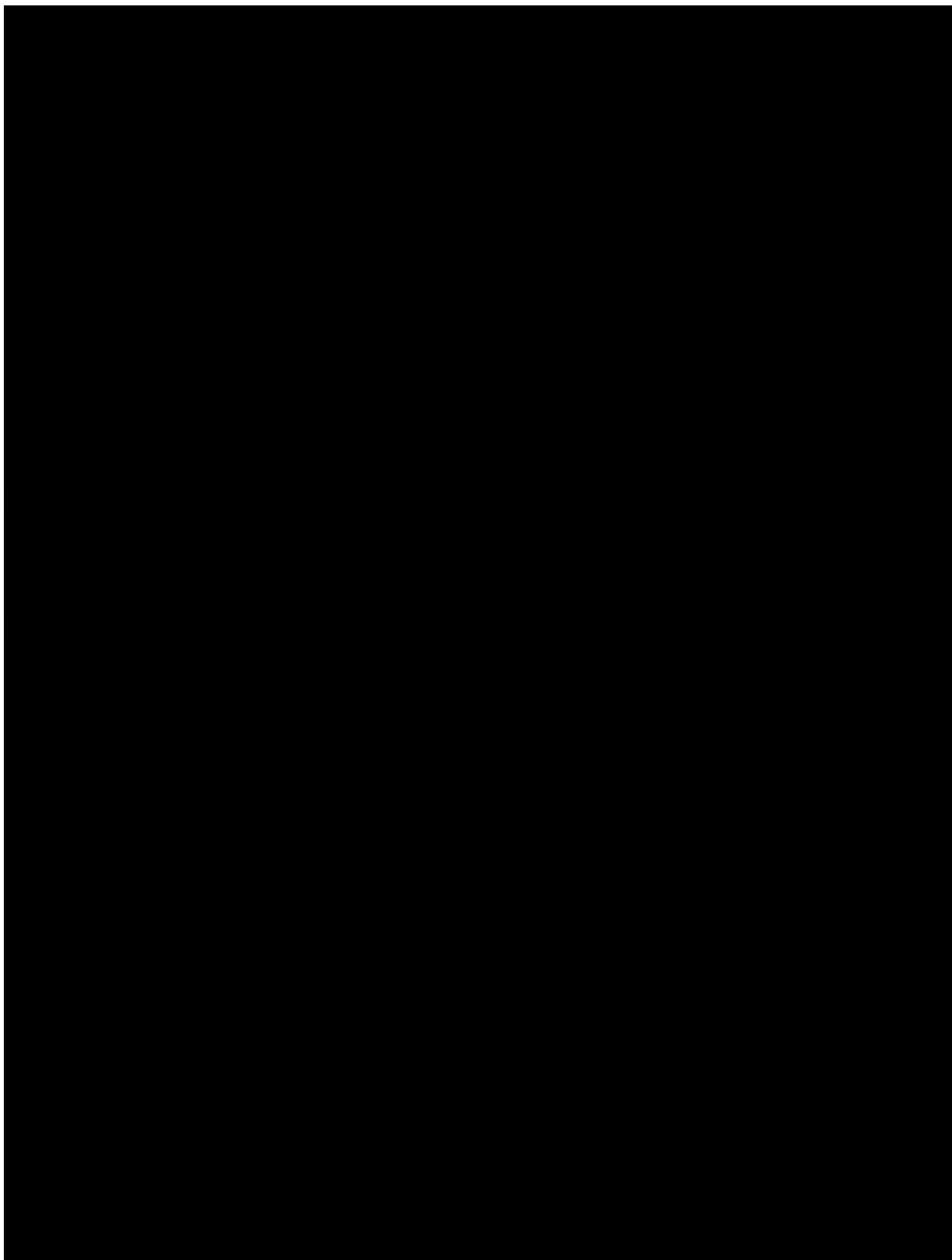
ANNEXURE 6 – FORM OF BOND

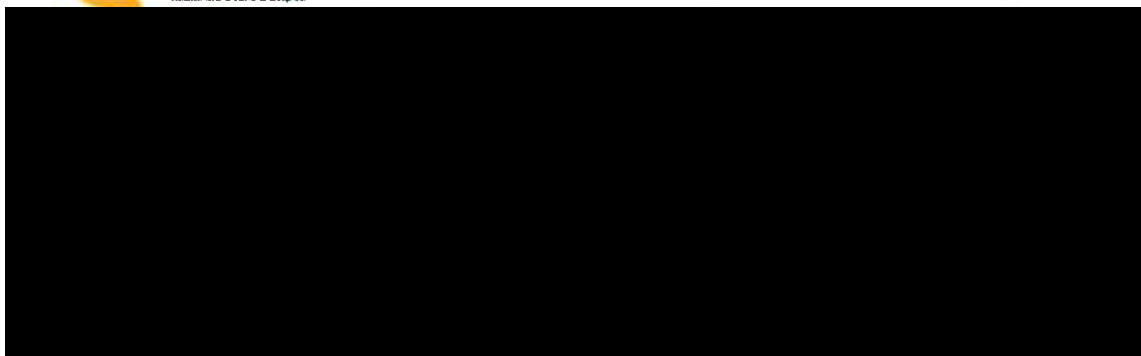


BOND









ANNEXURE 7 – FURTHER CONTRACT OBJECTIVES

1. The further aims and objectives of the Contract are as follows:
 - a) To minimise waste volumes requiring disposal to landfill by providing the Kerbside Refuse and Recyclables Collection Services;
 - b) To provide high standard Services to form part of the Council's integrated waste and resource recovery initiative, based on "best practice" principles, which are complementary to national, and regional waste management policies, as well as the Council's Resource Recovery and Waste Management Strategy 2006/07 – 2015/16;
 - c) To achieve and maintain a high standard and continuity of performance in provision of the Services by the Contractor using best practice methods and systems;
 - d) To regularly assess the performance of the Contractor and to gain continual improvement to work practices and resource recovery;
 - e) To promote the health, safety and welfare of all persons engaged in or affected by the Services;
 - f) To ensure the provision of ongoing effective communication and cooperation between the Council and the Contractor and Council customers;
 - g) To facilitate a sustained effort to increase the type, quality and amount of Recyclables recovered from the waste stream;
 - h) To maximise and preserve the resource integrity and value of recoverable materials within the waste stream;
 - i) To assist with the fulfilling by the Council of their obligations under legislation relating to provision of waste and resource recovery services;
 - j) To provide cost-effective Services that the community perceive as offering value for money;
 - k) To minimise the adverse environmental effects of the Services; and
 - l) To adopt the Council's sustainable practices (illustrated in Figure 1) wherever possible in the provision of the Services.
2. The Council is committed to achieving its adopted sustainability practices in all aspects of its work. These practices, which are illustrated in Figure 1, comprise four fundamental components consisting of economic, environment, social and cultural aspects. These are defined by affordability, efficiency, enduring, environmental protection and supporting the community. The Council seeks to achieve these sustainability practices across all its functions and it is intended that records, reports and key performance indicators for the

Contract shall be used by the Council with regard to monitoring and reporting overall sustainability practices for the Council.

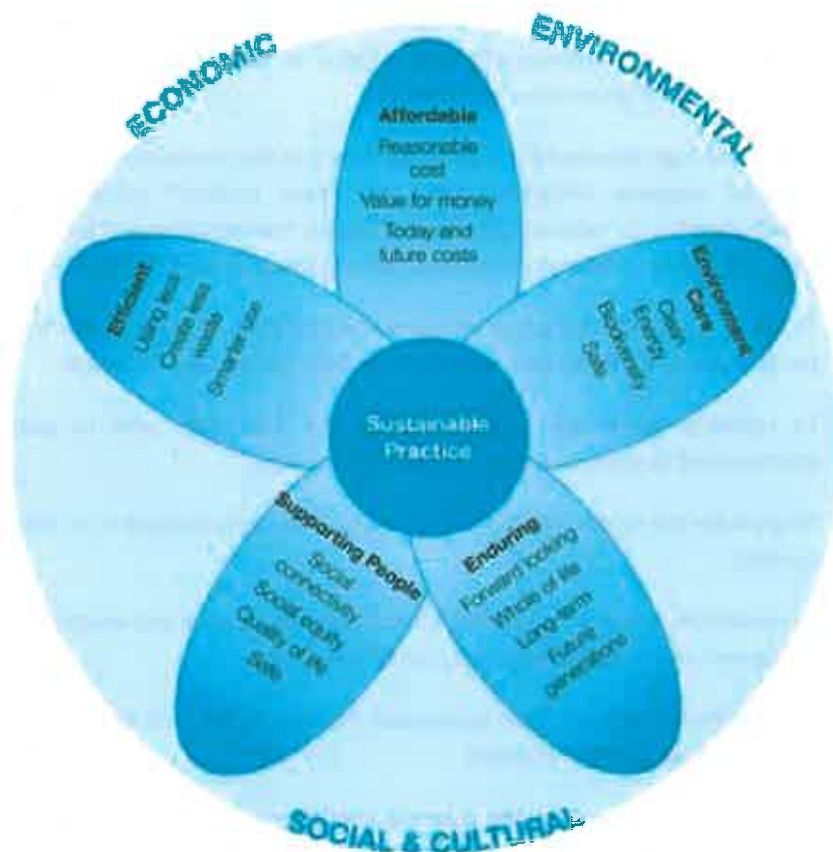


Figure 1: Dunedin City Council's adopted Sustainability Practices

ANNEXURE 8 – QUALITY MANAGEMENT PLAN

The Quality Management Plan shall identify all critical quality aspects of the Services and establish procedures for meeting the Contractor's obligations in respect of the critical quality factors which must, without limitations, include:

1. Ensuring compliance with all elements of the Services in respect of the quality of the Services to be provided;
2. The Contractor's collection methodology for Refuse and Recyclables; How the Contractor would like Owners and/or Occupiers of Eligible Properties to present Refuse and Recyclables at the Kerbside for collection i.e. location of Approved Collection Containers at the Kerbside, lids removed, cans squashed, containers washed etc;
3. The Contractor's sorting and processing methodology for Recyclables. The Contractor shall specify how optimum quality shall be achieved and maintained and whether plastics shall be sorted into individual plastic polymers, paper into different grades and glass shall be colour sorted etc;
4. Methodology to ensure minimum contamination levels are achieved;
5. The procedure for missed collections;
6. The procedure for spilt Refuse and Recyclables;
7. The procedure for maintenance, repair and replacement of Approved Collection Containers;
8. The procedure for maintaining levels and standards of Services in the event of resource deficiencies;
9. The procedure for receiving, recording, actioning and closing Customer enquiries/complaints via the Council's RFS system;
10. The procedure for non-conformance or non-compliance issues;
11. The procedure where the Owner or Occupier of an Eligible Property fails to comply with the instructions for placement of Approved Collection Containers;
12. The procedure for undertaking maintenance of all Vehicles, Plant and Equipment;
13. Procedures for identifying continuous improvement to the quality of the Services provided;
14. The procedure for producing the reports required in Annexure 14 – Reporting;
15. The procedure for accuracy in all data collection and inputting, documentation and verbal communications;
16. The procedure for protecting against fraud and employee dishonesty;

17. The procedure for the management of resources to collect increased amounts of Refuse and Recyclables during peak periods;
18. How the Contractor shall work in an environmentally sustainable way in line with the Council's Sustainability Practices detailed in Annexure 7, Clause 2, Sustainability Practices;
19. How the Contractor shall monitor its own work standards, including any Approved Subcontractors undertaking the Services;
20. How the Contractor shall maintain acceptable quality standards of Approved Collection Containers used in the provision of the Services;
21. The methodology for accurately recording serial numbers and maintaining a Container Database of serial numbers for Approved Collection Bins and all other information specified in Clause 1.12 Approved Collection Container Database of the Specifications of Annexure 19.
22. How the Contractor intends to monitor and maintain quality for all aspects of the Services;
23. The methodology for the Contractor to undertake Contamination Assessments in line with Clause 1.33.1 Contamination Targets of the Specification of Annexure 19; and
24. How the Contractor shall comply with the Quality Assurance Standards and all applicable environmental standards.

ANNEXURE 9 – OPERATIONS AND PROCEDURES PLAN

The Operations and Procedures Plan shall include (but is not limited to):

1. Contract management procedures including responsibilities of specific personnel and lines of communication e.g.: filed monitoring of driver, incentives to drivers, driver meeting agenda items;
2. Staff responsibilities;
3. Complaints register and complaint procedures;
4. Details of how the Contractor shall report incidents of complaints staff and implement continuous improvement;
5. Customer service procedures;
6. Environmental controls, including an emergency spillage contingency plan;
7. After business hours services and contacts;
8. Collection methodology;
9. Methodology for surveying the weights of Approved Collection Containers and Private Wheelie Bins;
10. Methodology for counting, recording and reporting the numbers of Approved Collection Bags and Private Wheelie Bins collected on each Collection Day;
11. Approved handling method for all Approved Collection Containers;
12. Contingency plans for failure/breakdown of any Vehicles, Plant and Equipment including a contingency plan during the Mobilisation Period;
13. Specific procedures for:
 - Dealing with toxic, infectious, hazardous or dangerous substances collected or found;
 - Responding to complaints, including liaison with the Council;
 - Emergencies, including dealing with spills and other accidents; and
 - Non-conformance and non-compliance and contamination.
11. Collection Vehicle presentation protocols and maintenance;
12. Procedures for spilt materials and liquids, hazardous materials and litter collection;
13. Procedures for quiet work practices to minimise noise impacts;
14. Proposed methodology to comply with Approved Recycling Facility and Approved Disposal Facility acceptance protocols, including measurement and reporting of compaction levels of Recyclables;

15. Procedures for Approved Collection Container repairs, maintenance and on-going supply and distribution;
16. Procedures for complaints including (but not limited to) missed collections, spillage and noise complaints;
17. Internal performance measures and methods used to monitor performance;
18. Contamination management and procedures;
19. Reporting procedures and Schedule including all contract performance measures;
20. Staff structure, names, qualifications, experience, duties and contact information;
21. Communication protocol between the various operational areas including (but not limited to) collection, Approved Recycling Facility, Approved Disposal Facility and transport;
22. Staff dress code and courtesy compliance; and
23. Staff training policies.

ANNEXURE 10 – HEALTH AND SAFETY PLAN

In order for the Contractor to comply with the Contractor's health and safety obligations under this Contract, the Contractor's Health and Safety Plan shall include (but not be limited to) the following matters, together with all other matters that are required by law to be covered in the Health and Safety Plan:

1. The Contractor's Health and Safety Policy;
2. The Approved Codes of Practice;
3. The prior identification and assessment of hazards arising in connection with the provision of the Services and the steps proposed to eliminate, isolate or minimize significant hazards;
4. Procedures for the identification and management of new hazards arising in relation to the provision of the Services during the Contract Term;
5. The procedure for reporting existing and new hazards to the Council;
6. Reporting procedures for major, minor and near miss incidents;
7. Relevant forms and procedures for reporting;
8. Procedures for the management of health and safety in relation to the provision of the Services generally including the allocation of responsibilities both within the Contractor's employees and as between the Contractor and its subcontractors;
9. Procedures for safety training and safety induction of all personnel utilised in the provision of the Services;
10. The training and supervision of all personnel utilised in the provision of the Services;
11. The need for and provision of correct protective equipment and training in the use of protective equipment which are specific to each job and local conditions;
12. Emergency procedures and emergency contact list;
13. Controls for ensuring the safety of employees, Approved Subcontractors and visitors;
14. Procedures for ensuring that the Contractor contracts with subcontractors having the required safety competence, that all subcontractors have proper safety plans and will comply with the requirements of the HSEA and the health and safety requirements of this Contract;
15. Procedures for co-ordination and communication with separate contractors;
16. The management of health and safety interface issues with any Approved Disposal Facility Operator and/or Approved Recycling Facility operator when Contractor's

personnel are on site at the Approved Disposal Facility and/or Approved Recycling Facility (as applicable);

17. The audit and inspection of the Contractor's health and safety procedures, the provision of the Services to ensure compliance with the safety requirements of the HSEA and this Contract;
18. The promotion of health and safety principles and encouraging of a commitment to health and safety by all personnel utilised in the provision of the Services;
19. Programme for identifying and implementing continuous Health and Safety improvements;
20. First Aid procedures;
21. Inoculations programme;
22. The procedure for management of risk of pandemic influenza or other such pandemic occurrences;
23. How the Health and Safety Plan shall be used in conjunction with the Emergency and Incident Plan; and
24. A declaration signed by the Contractor certifying the above mentioned matters and procedures.

ANNEXURE 11 – EMERGENCY AND INCIDENT PLAN

The Emergency and Incident Plan shall include (but is not limited to):

1. A list of reasonably likely events that would constitute an emergency or incident i.e. flood, earthquake, fire, robbery;
2. Procedures for dealing with an emergency or incident;
3. Emergency and incident training programmes;
4. The name(s) of the persons who will declare an event to be an emergency i.e. fire warden;
5. Emergency and incident contact list;
6. Relevant forms and documents;
7. Procedures for submitting forms to the relevant authorities and/or departments; and
8. How the Emergency and Incident Plan shall be used in conjunction with the Health and Safety Plan.

ANNEXURE 12 – CUSTOMER SERVICE AND COMPLAINTS

The Contractor shall implement and comply with the following Customer service and complaints procedures and requirements along with those set out in Clause 1.21 Communications of the Conditions of Contract and Clause 1.43.1 Complaints Procedure in the Specification of Annexure 19.

1. Council to receive initial complaints and enquiries

- 1.1 The Council will be the primary point of contact for Customer enquiries and complaints about the Services. The Council will forward all Service complaints and/or instructions to the Contractor for investigation and rectification and on completion of rectification, reporting back to the Council.

2. Enquiries regarding the Services

- 2.1 All enquiries relating to the Services that cannot be answered under the Council's "frequently asked questions" will be forwarded to the Contractor for a response.
- 2.2 All requests for new participation in the Services will be considered by the Council and an instruction forwarded to the Contractor by the Council where applicable.

3. Contractor Operations Office and Systems

- 3.1 The Contractor is responsible for establishing an operations office that is staffed between the hours of 8.00 am and 5.00 pm on Business Days.
- 3.2 The Contractor shall provide the Council with telephone numbers for the telephone and facsimile machine and the email/internet provider address for the Contractor's office six (6) months prior to the Services Commencement Date and shall inform the Council of any changes to such numbers four (4) weeks prior to the change being made.

4. Emergency Contact Number

- 4.1 When the Contractor's office is unattended, the Contractor shall provide two (2) alternative after hours contact numbers. These telephone numbers are to be available twenty-four (24) hours a day, every day of the year.

5. Information from the Council

- 5.1 The Contractor shall accept from the Council any information from Customer enquiries and or complaints about Services. As a minimum requirement the Contractor shall be able to accept complaints via the Council's RFS system, telephone, facsimile, email, verbally or in writing.

This information may include but will not be limited to:

- 5.2 Requests for new Approved Collection Containers, Missed Collections, Split Recycling or Prohibited and/or Non Compliant Recycling, noise and any other complaint or issue pertaining to the Services.

- 5.3 The Council may make reasonable changes to the format of complaint notification from time to time during the Contract Term in consultation with the Contractor.

6. Urgent complaints

- 6.1 In instances where a complaint is received that requires urgent attention, the Contractor shall take steps to resolve the complaint immediately and must report to the Council in writing on the steps and time taken.
- 6.2 An urgent complaint includes, but is not limited to, a complaint that may impact on the health and safety of any person(s) or property, traffic hazards, public or environmental health or repeated poor service levels at a specific Eligible Property.
- 6.3 If the urgent complaint is directed to the Contractor by the Council, it shall be marked as "URGENT".

7. Contractor rectification of complaints

- 7.1 The Contractor shall efficiently respond, investigate and resolve all complaints within the specified timeframes.

ANNEXURE 13 – COUNCIL PROVISION SCHEDULE

1. Community communication, information and education

The Council intends to undertake the following communication, information and education programmes:

- (a) The Council intends to undertake and fund the development, implementation and evaluation of annual information and education programs as the Council shall require.
- (b) The Council will undertake and fund the development and implementation of introductory Customer and community information. This may include an information booklet or pack and Services Information, calendar and/or fridge magnet as well as other media promotional information via newspaper and radio.
- (c) As part of the above programmes the Council will provide information to the Customers about their rights, obligations and costs that may be recovered from them because of negligence.
- (d) The Contractor shall be given the opportunity to suggest education programmes and to comment on the education and media plan to be produced below and on the educational resources produced to assist in improved delivery of the Services.
- (e) Should the Council require involvement of the Contractor Representative, Contractor's personnel, Vehicles, Plant and Equipment or Facilities for implementation of the communication, information and education programmes, adequate notice will be given to the Contractor. The Contractor shall provide all reasonable assistance to the Council programmes throughout the Contract Term.
- (f) The Contractor shall provide and deliver Approved Collection Containers to locations as nominated by the Council for display and promotion as required by the Council after the Contract Commencement Date and prior to the Services Commencement Date and at any other time during the Contract Term.

Information and Education Plan:

- (a) The Council will prepare an Information and Education Plan. This plan may include:
 - 1. Ultimate and immediate outcomes of the plan;
 - 2. Details on how the plan will be evaluated including useful, feasible key performance indicators for the ultimate and immediate outcomes.
 - 3. Detailed timeline, activities to be undertaken and responsibilities for activities;
 - 4. Proposed sustainable materials to be used.
- b) The Council reserves the right to make amendments or additions to the Information and Education Plan in its discretion and at any time. The Council will consult with the Contractor before making material amendments to the plan.

The Services:

- (a) The Council shall be responsible for:
1. All media campaigns and radio advertising;
 2. Design and production of pre-service information leaflets for the Services;
 3. The production of Customer information packages (which may include a days of Collection Service calendar; information brochure; Council letter; envelope or plastic sleeve, fridge magnet, brochure, sticker) The Contractor shall be responsible for the delivery of the information package to all Eligible Properties in the Specified Collection Area; and
 4. Other initiatives to assist Customers to correctly use the Services.

ANNEXURE 14 – REPORTING

1. Reporting Requirements

The Contractor shall be responsible for implementing effective reporting and communication systems to ensure effective exchange of information and communication between the Contractor and the Council.

All monthly reports shall be submitted to the Council Representative at the same time as the monthly Claim for the month to which the report data corresponds.

The table below sets out the reporting requirements of the Contract:

Services	
Timing	Reporting requirements
Daily notifications (Telephone and email)	<ul style="list-style-type: none"> • <u>Urgent (within one (1) hour)</u> notify the Council of serious personal injury or damage to property; • <u>Urgent (within one (1) hour)</u> notify the Council of any significant interruption to the Services for whatever cause. • <u>Immediate (within two (2) hours)</u> notify the Council of any major malfunction of Contractor's Vehicles, Plant and Equipment industrial situations, non-availability of facilities that has the potential to interrupt the provision of the Services. • <u>Routine (within three (3) hours)</u> notify the Council of other Collection Service problems that Customer service staff may need to respond to Customer enquiries. <p>Note: Matters directed to the Contractor via the Council's RFS system shall be actioned within the required timeframes as set out in Annexure 4 – Performance Standards, Clause 2 Response Times.</p>
Weekly Report	Detail all Collection Service problems, industrial action, and serious complaints including complaints about Contractor health and safety, and Services deficiencies that have occurred in the past week.
Monthly Report	<p>Set out for the past month:</p> <p>General</p> <ul style="list-style-type: none"> • An executive summary of exceptions (issues that do not comply with the requirements of the Contract) and items of particular importance and recommendations if required; • Possible causes and solutions for decreasing collected weights of Recyclables, should a decrease of 10% or more occur from the previous month; • Possible causes and solutions for increasing Refuse collection weights, should an increase of 15% or more occur from the previous month; • Any disputes/major queries handled, anticipated problems or potentially critical items and possible solutions; and

	<ul style="list-style-type: none"> Summary of all events and circumstances regarding industrial relations that affect or have the potential to affect the Contractor's workforce, or any Approved Subcontractors. <p>Health and Safety</p> <ul style="list-style-type: none"> A monitoring report summarising any near misses, incidents or accidents and remedial actions, and any deficiencies identified in compliance with the Health and Safety Plan and any other obligation's relating to health and safety in the Contract, their significance, and outline of corrective actions initiated. A copy of all independent site audits completed of the Service; and Report to the Council the number of non-conformance incidents including the number of Non-compliance letters issued by the Contractor throughout the month. The Contractor shall provide suggestions/solutions on how to improve the Service to lower non-conformance issues. <p>Quality</p> <ul style="list-style-type: none"> A monitoring report summarising activities undertaken in accordance with the Quality Management Plan set out in Clause 1.5.1 of the Conditions of Contract. The report will highlight any deficiencies identified, quantify the significance of these, and outline corrective actions initiated; and The Contractor shall provide suggestions/solutions on ways to improve the Service showing a continual commitment to providing a high level of customer service and satisfaction across the Specified Collection Area. <p>Data Records</p> <ul style="list-style-type: none"> A report giving data records for the month and historical trends as specified under Data and Records in Clause 2 – Reporting Requirements of this Annexure 14. This shall be provided in Microsoft Word and an Excel Spreadsheet and illustrated in graphical form in a format Approved by the Council Representative. <p>Correspondence</p> <ul style="list-style-type: none"> A summary, by type, of the Council and public correspondence, complaints and incident reports, including whether responses were completed within the response times set out within the Contract. <p>Education and Promotion</p> <ul style="list-style-type: none"> A report showing the Contractors monthly education and promotion activities undertaken in line with the Council's Resource Recovery and Waste Management Strategy and as set out in the Contract. <p>Sustainability</p> <ul style="list-style-type: none"> A summary of implemented sustainability initiatives illustrating the Contractor's continued commitment to continuous improvement and the Council's Sustainability Practices as detailed in Annexure 7, Clause 2.
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After the first year of the Contract	<p>The Contractor shall implement methods to measure and calculate baseline levels after the first year of the Contract for:</p> <ul style="list-style-type: none"> • Greenhouse gas emissions from Vehicles, Plant and Equipment which are used for the Services in CO₂e units; • Fuel consumption and kilometres travelled by the Contractor in providing the Services.
Annually upon anniversary of the Services Commencement Date	<p>The Contractor shall review and update (as necessary) the following:</p> <ul style="list-style-type: none"> • Health and Safety Plan; • Emergency and Incident Plan; • Operations and Procedures Plan; • Quality Management Plan; • Traffic Management Plan; • Environmental Management Plan; • Customer Service Plan; • Collection Schedule; and • Insurances.
Upon expiry of the Contract (for any reason)	<ul style="list-style-type: none"> • The Contractor shall provide a Handover Report that provides a final update of information required for records and reporting including all changes to the expiry date and includes any outstanding projects. • Final monthly report for the final month of the Contract.

2. Data and Records

The Contractor shall provide the following data (including but not limited to) with each monthly report:

1. The participation rate of Customers using the Kerbside Refuse and Recyclables Collection Service calculated through the number of lifts of Approved Collection Containers and Private Wheelie Bins;
2. All new, replacement, additional and exchanged Approved Collection Containers distributed;
3. Tonnage of Refuse collected in each load contained in a Collection Vehicle when unloaded (supported by weighbridge receipts);
4. Updated detailed information on the daily, monthly and annual number of Approved Collection Bags collected;
5. Tonnage of commingled (excluding glass) Recyclables collected in each load contained in a Collection Vehicle when unloading (supported by weighbridge receipts);
6. Tonnage of glass collected in each load contained in a Collection Vehicle when unloading (supported by weighbridge receipts);



7. Total tonnage of processed Recyclables dispatched and corresponding markets;
8. Tonnage of waste collected and disposed to the Approved Disposal Facility from the Approved Recycling Facility;
9. Survey methodology and results to determine the average weight of Approved Collection Containers and Private Wheelie Bins;
10. Breakdown of the revenue received by the Contractor for the sale of Recyclables (including glass) in a format Approved by the Council Representative;
11. Number of incidents of major and minor non-conformance each week for the Specified Collection Area;
12. Number, location and description of alternative arrangements made for Eligible Properties in Multi-dwelling, student accommodation, high density and restricted access areas;
13. Updated detailed information on the number of Approved Collection Containers including details of repaired, replacement, additional and new Approved Collection Containers (broken down into type);
14. All identified Recyclable contamination issues and possible solutions;
15. Identification of any discernible increase in Contamination collected on a specified Collection Day and/or from a specified location;
16. Results of the monthly Contamination Assessment undertaken;
17. Number of Approved Contamination letters issued including the serial number of the Approved Collection Container, Eligible Property address, date, time(s) and nature of the Contamination; and
18. Customer enquiry data – number of Customer Enquiries, number resolved, number outstanding, reason why outstanding.

3. Contract Meetings

Monthly

Meetings shall be held on a monthly basis throughout the Contract Term. Monthly meetings shall be attended by the Council Representative, Contractors Representative, Contract Manager and any other person the Parties consider appropriate. More frequent or any other scheduled meetings shall be attended by the same people if required.

At the monthly meetings the Council Representative, Contractor's Representative and Contract Manager will review the Service and any matters pertaining to the Service and/or the Contractor's involved in the provision of the Services, including without limitations:

- (a) Refuse and Recyclable quantities collected and processed and dispatched;

- (b) Contamination levels and contamination management;
- (c) Compaction rates and density;
- (d) Number of new Eligible Properties serviced in each area;
- (e) Number and type of new Approved Collection Containers issued (broken down into type);
- (f) Number of Approved Collection Containers collected (broken down into type);
- (g) Number of Approved Collection Bags and Private Wheelie Bins collected;
- (h) Number of Customers receiving the Collection Services;
- (i) Health and safety issues;
- (j) The identification and resolution of issues and problems relating to the Service;
- (k) Any improvements and/or advancements in processes, methodology or technology which would assist the Contractor in the provision of the Services;
- (l) Any specific concerns which have arisen in respect of the Services;
- (m) Opportunities identified for continuous improvement to the Services;
- (n) Performance of the Service against the Performance Specification; and
- (o) Contractor's actions undertaken to provide the Service in accordance with Sustainability Practices, including the reduction of resource use, emissions to land, water and air.

At each of the monthly meetings the contents of the monthly report, required under Clause 1 of this Annexure 14 - Reporting Requirements shall be discussed.

Contract Performance Team Meeting

Contract Performance Team meetings shall be held in accordance with Clause 1.22.2 Contract Performance Team. Contract Performance Team meetings shall be attended by the Contract Performance Team members as set out in Annexure 1 – Reference Schedule and any other party that the Council Representative considers could reasonably contribute to the Contract Performance Team deliberations pursuant to Clause 1.22.2 (d) Contract Performance Team.

At the Contract Performance Team meetings the the Contract Performance Team will monitor the provision of the Services and Service delivery outcomes and seek co-operatively to identify investigate and where applicable resolve, as a minimum, the matters identified in Clause 1.22.2 (c) 1 Contract Performance Team.

End of Contract Meeting

At the end of the Contract Term the Contractor shall be asked to attend a meeting at the Council Representative's office to review the Contract and evaluate the Contractor's performance. An end of Contract report will be prepared by the Council Representative following this meeting.

The contents of the final monthly report, required under Clause 1 of this Annexure 14 - Reporting Requirements, shall be discussed.

4. Deliverables

The Contractor shall provide for approval by the Council Representative the following documents as specified throughout this document and summarised in the table below:

Deliverable	Delivery Date
Initial and Annually	
Quality Assurance Plan (Clause 1.15.16 of the Specifications of Annexure 19)	One (1) month prior to manufacture of Approved Collection Containers commencing.
Approved Collection Containers Service Standards (Clause 1.15.17 of the Specifications of Annexure 19)	By the Contractor's Plans Submittal Date.
Prohibited and/or Non Compliant Refuse and Recyclables sticker/tag (Clause 1.22 of the Specifications of Annexure 19)	By the Contractor's Plan Submittal Date.
Quality Management Plan (Clause 1.5 of the Conditions of Contract)	By the Contractor's Plans Submittal Date. Annual review submitted for approval four (4) weeks prior to the anniversary of the Services Commencement Date.
Operations and Procedures Plan (Clause 1.6 of the Conditions of Contract)	By the Contractor's Plans Submittal Date. Annual review submitted for approval four (4) weeks prior to the anniversary of the Services Commencement Date.
Environmental Management Plan (Clause 1.7 of the Conditions of Contract)	By the Contractor's Plans Submittal Date. Annual review submitted for approval four (4) weeks prior to the anniversary of the Services Commencement Date.
Traffic Management Plan (Clause 1.8 of the Conditions of Contract)	By the Contractor's Plans Submittal Date. Annual review submitted for approval four (4) weeks prior to the anniversary of the Services Commencement Date.
Health and Safety Plan (Clause 1.9.4 of the Conditions of Contract)	By the Contractor's Plans Submittal Date. Annual review submitted for approval four (4) weeks prior to the anniversary of the Services Commencement Date.
Emergency and Incident Plan (Clause 1.9.6 of the Conditions of Contract)	By the Contractor's Plans Submittal Date. Annual review submitted for approval four (4) weeks prior to the anniversary of the Services Commencement Date.

Contract)	to the anniversary of the Services Commencement Date.
Approved Collection Container Database (Clause 1.12 of the Specification of Annexure 19)	Five (5) weeks following the Contract Commencement Date.
Collection Schedule (Clause 1.13.1 of the Specifications of Annexure 19)	Five (5) months prior to the Services Commencement Date Annual review submitted for approval four (4) weeks prior to the anniversary of the Contract Commencement Date.
Customer Service Plan (Clause 1.44 of the Specifications of Annexure 19)	Five (5) months prior to the Services Commencement Date Annual review submitted for approval four (4) weeks prior to the anniversary of the Contract Commencement Date.
Mobilisation Programme (Clause 1.14 of the Specifications of Annexure 19)	Within two (2) months following the Contract Commencement Date.
Approved Collection Container storage facility (Clause 1.15.8 of the Specifications of Annexure 19)	Twelve (12) weeks prior to the Services Commencement Date.
Special Requirement Property Operational Plan (Clause 1.16 of the Specifications of Annexure 19)	Eight (8) weeks prior to the Services Commencement Date
Contractors Depot (Clause 1.41.5 of the Specifications of Annexure 19)	Eight (8) weeks prior to the Services Commencement Date.
Maintenance Programme (Clause 1.41.17 of the Specifications of Annexure 19)	One (1) month prior to the Services Commencement Date.
Vehicle Description and Identification (Clause 1.41.13 of the Specifications of Annexure 19)	Two (2) months prior to the Services Commencement Date.
Contractors Uniform and personal protective equipment (Clause 1.41.19 of the Specifications)	By the Contractor's Plans Submittal Date.
Inventory of Plant in Use (1.41.4 of the Specifications of Annexure 19)	Annually on the anniversary of the Services Commencement Date.
Estimated cost and number and type of Approved Collection Containers required for the following year (Clause 1.15.4 of the Specifications of Annexure 19)	December, annually.

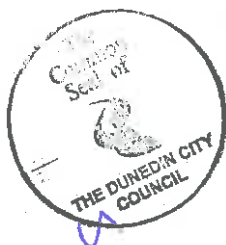


All Eligible Property details (Clause 1.11 of the Specifications of Annexure 19)	At least twelve (12) months prior to the Contract Expiry Date.
Transition Plan (Clause 1.13.1 of the Conditions of Contract)	Prior to the Contract Expiry Date.
Monthly	
Monthly report	Fifth (5 th) Business Day of each month.
Claims for services provided in any calendar month	Fifth (5 th) Business Day of each month.
Meeting attendance	Tenth (10 th) Business Day of each month.
Approve Draft Minutes	By a date agreed by the Contractor and the Council.

ANNEXURE 15 – CONTRACTOR RECORDS

The Contractor shall maintain records of the following (without limitation):

1. All complaints and queries received in respect of provision of the Services, including those received via the Council's RFS system and includes (without limitation) Approved Collection Container delivery and collection (e.g. missed Approved Collection Container deliveries, faulty Approved Collection Containers, repairs, Approved Collection Container maintenance programmes, vandalism, stolen, missed collections, early and /or late collections, noise, speed, etc);
2. The results of all investigations into complaints;
3. Damage to property;
4. Any breach of statutory requirements or any other law;
5. Any breach of the requirements of the Contamination exclusion requirements of the Specifications (Annexure 19) by a Customer in respect of presentation or Contamination.
6. Any accidents or other incidents where a possibility of injury to persons or property damage arose;
7. Any breach of the Specifications as set out in Annexure 19 by the Contractor;
8. The weight of Refuse and Recyclables collected by each Collection Vehicle per Collection Day;
9. The weight in tonnes of all Recyclables sold, the revenue received by the Contractor for each tonne of Recyclables sold, the purchasers contact details and the end market and destination of all Recyclables sold;
10. The weight of all Refuse delivered to the Approved Disposal Facility each Collection Day from each Collection Vehicle (with supporting weighbridge dockets);
11. The weight of all Recyclables delivered to the Approved Recycling Facility each Collection Day from each Collection Vehicle (with supporting weighbridge dockets);
12. Non conforming and rejected loads, including photographic evidence if relevant;
13. The number of Approved Collection Containers collected and emptied per day per Collection Vehicle (broken down by type), by Specified Collection Areas and Collection Days;
14. The number of Approved Collection Containers and Private Wheelie Bins collected;
15. The methodology and survey results of the average weight of Approved Collection Containers and Private Wheelie Bins;
16. Presentation rates of Approved Collection Containers (broken down by type) placed out for collection and emptying for each Collection Vehicle and Collection Day;
17. Stock inventory for on-going Approved Collection Containers (broken down into type);



18. Details of Approved Collection Containers (broken down by type) supplied and retrieved;
19. Details of arrangements for collections which may differ from the standard Kerbside Collection Services, e.g. Alternative Collection Points, alternative collections methods, On-Property Services, Multi-Dwellings, etc;
20. Monthly summaries of information downloaded from Collection Vehicle data logging systems;
21. The weight of Refuse and Recyclables collected from Student Cleanup Days (Clause 1.29.1 Student Cleanup Days of the Specification of Annexure 19);
22. The type of Refuse and Recyclables collected from Student Cleanup Days (Clause 1.29.1 Student Cleanup Days of the Specification of Annexure 19);
23. Audits, reviews and information required for Quality Management, Environmental Management, Health and Safety and Operations and Procedures Plans;
24. Vehicle maintenance;
25. Sustainability practices; and
26. Any other information reasonably requested by the Council.

ANNEXURE 16 – APPROVED RECYCLING FACILITY ACCESS AGREEMENT



**CARTER HOLT HARVEY LIMITED TRADING AS
FULLCIRCLE RECYCLING
(Approved Recycling Facility Operator)**

and

**ENVIROWASTE SERVICES LIMITED
(Contractor)**

APPROVED RECYCLING FACILITY ACCESS AGREEMENT

PARTIES

Carter Holt Harvey Limited trading as Fullcircle Recycling (Approved Recycling Facility Operator)

EnviroWaste Services Limited (Contractor)

BACKGROUND

- A. The Dunedin City Council (**Council**) has entered into an agreement with the Contractor for the collection of Recyclables throughout the Specified Collection Area (**Contract**).
- B. Under the Contract the Contractor is directed to deliver the collected Recyclables to the Approved Recycling Facility.
- C. The Contractor has entered into an agreement with the Approved Recycling Facility Operator under which the Approved Recycling Facility Operator agrees to provide a service to accept Recyclables collected from the Specified Collection Area for processing and distribution (**Subcontracting Agreement**).
- D. This Approved Recycling Facility Access Agreement (**Agreement**) records the terms and conditions as between the Approved Recycling Facility Operator and the Contractor relating to:
 - The Contractor's access to the Approved Recycling Facility; and
 - The Parties' obligations to implement and comply with the Subcontracting Agreement.

OPERATIVE PROVISION

In consideration of the mutual covenants set out in this Agreement and to facilitate the implementation of the Subcontracting Agreement, the Parties agree as follows.

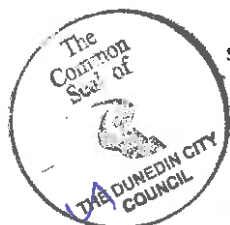
AGREEMENT

1. SCOPE OF AGREEMENT

- 1.1 The Approved Recycling Facility Operator will accept Recyclables collected by the Contractor pursuant to the Contract and presented by the Contractor at the Approved Recycling Facility on the basis set out in this Agreement and the Subcontracting Agreement.
- 1.2 Each Party shall implement and comply with this Agreement and the Subcontracting Agreement.
- 1.3 The Contractor shall pay the amounts payable to the Approved Recycling Facility Operator as set out in the Subcontracting Agreement.
- 1.4 The Contractor shall ensure that the Collection Vehicle drivers and all other Contractor personnel comply with all access rules and requirements as notified to the Contractor by the Approved Recycling Facility Operator and all reasonable directions of Approved Recycling Facility personnel when on the Approved Recycling Facility site.

2. TERM OF AGREEMENT

- 2.1 Subject to clause 2.2, this Agreement shall commence on the Services Commencement Date and remain in force until the expiry or earlier termination of the Subcontracting Agreement.



- 2.2 This Agreement and the Subcontracting Agreement shall immediately terminate if the Contract is determined or comes to end, provided that if the Council and the Approved Recycling Facility Operator have entered into a continuity deed in respect of the services to be provided by the Approved Recycling Facility Operator pursuant to this Agreement and the Subcontracting Agreement and upon determination of the Contract the Council enforces its rights under such continuity deed, new contracts shall be deemed to be in place between the Council and the Approved Recycling Facility Operator on the same terms and conditions as this Agreement and the Subcontracting Agreement.

3. ACCEPTANCE

- 3.1 The Contractor shall at all times comply with the Subcontracting Agreement and the Contract, and shall only present Recyclables to the Approved Recycling Facility Operator for acceptance at the Approved Recycling Facility in compliance with the Subcontracting Agreement and the Contract.

4. SERVICES LOADS ONLY

- 4.1 The Contractor shall present all Recyclables collected from the Specified Collection Area to the Approved Recycling Facility Operator pursuant to this Agreement and the Subcontracting Agreement.

5. TIME REQUIREMENTS

- 5.1 The Contractor shall present Recyclables at the Approved Recycling Facility and the Approved Recycling Facility Operator shall ensure the acceptance of presented Recyclables between the hours specified in the Subcontracting Agreement or such other hours as the Parties shall agree.
- 5.2 The Approved Recycling Facility Operator will not unreasonably delay Collection Vehicles unloading at the Approved Recycling Facility but may require Collection Vehicles to remain at the Approved Recycling Facility for a period of up to 20 minutes where the Approved Recycling Facility Operator reasonably suspects the load may contain Excessive Contamination to enable the Approved Recycling Facility Operator to assess the nature of the load and decide whether or not the load meets the criteria for acceptance specified in the Subcontracting Agreement.
- 5.3 The Approved Recycling Facility Operator will cooperate with the Contractor to make access available to the Contractor out of hours when requested by the Contractor. The Contractor shall pay the Approved Recycling Facility Operator's reasonable costs (if any) incurred in making such out of hours access available.
- 5.4 The Approved Recycling Facility Operator will, at the Approved Recycling Facility Operator's cost, extend the Contractor access hours, within consent conditions, to make up for delays in unloading times caused by the Approved Recycling Facility Operator.

6. CONTRACTOR PERSONNEL

- 6.1 The Contractor shall ensure that its Collection Vehicle drivers and other employees, agents and Approved Subcontractors comply with this Agreement and the Subcontracting Agreement and (to the extent applicable to the services to be carried out by such drivers, employees, agents and Approved Subcontractors) the Contract.
- 6.2 The Contractor shall not allow any employee, agent or Approved Subcontractor to deliver Recyclables to the Approved Recycling Facility unless such employee, agent or Approved Subcontractor acknowledges having read this Agreement, the Subcontracting Agreement and (to the extent applicable to the services to be carried out by such employees, agents and Approved Subcontractors) the Contract, and undertakes to comply with the terms thereof.
- 6.3 The Contractor shall at all times be liable for the acts and omissions of its drivers, employees, agents and Approved Subcontractors.
- 6.4 The Contractor shall indemnify the Approved Recycling Facility Operator for all losses, expenses, costs and damages incurred by the Contractor and arising from the act or omission of any of the Contractor's drivers, employees, agents or Approved Subcontractors.

7. OPERATIONS ON THE FACILITY SITE

- 7.1 When entering and while on the Approved Recycling Facility site, Contractor personnel shall follow the directions and instructions of the Approved Recycling Facility Operator's personnel and the Approved Recycling Facility Operator's access rules at all times.
- 7.2 Collection Vehicle drivers shall unload loads as instructed by the Approved Recycling Facility Operator's personnel and with minimal interference and disruption to the Approved Recycling Facility Operator's operations and with due consideration to other users of the Approved Recycling Facility.

8. DAMAGE TO FACILITY

- 8.1 The Contractor shall make good, at its cost, all damage to the Approved Recycling Facility, the property of the Approved Recycling Facility Operator or any other property damaged by the Contractor or its personnel while on the Approved Recycling Facility site.

9. FORCE MAJEURE

- 9.1 The Approved Recycling Facility Operator shall accept Recyclables during the standard operating hours on Working Days unless prevented from so doing by any extraordinary circumstances outside the reasonable control of the Approved Recycling Facility Operator. The Approved Recycling Facility Operator will endeavour to provide reasonable notice to the Contractor in the event that the Approved Recycling Facility Operator is required to temporarily close the Approved Recycling Facility. The Approved Recycling Facility Operator shall not be liable for any loss of business, loss of profits or costs or expenses sustained by

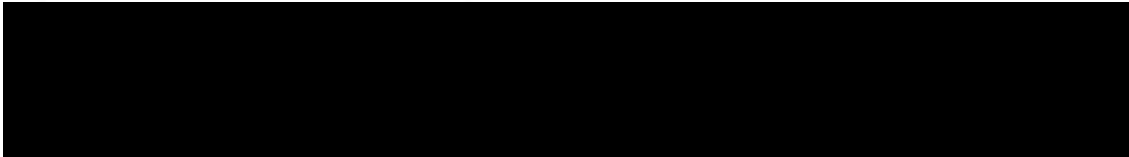
Contractor during any period of temporary closure of the Approved Recycling Facility pursuant to this clause 9.1.

10. ASSIGNMENT

- 10.1 The Contractor shall not assign its rights and obligations under this Agreement.
- 10.2 Any material change in the ownership or control of the Contractor shall be deemed to be an assignment of this Agreement.
- 10.3 The Approved Recycling Facility Operator may assign this Agreement to such other party as shall operate the Approved Recycling Facility.

11. SUBCONTRACTING

- 11.1 The Contractor shall not subcontract the delivery of the Recyclables to the Approved Recycling Facility without the prior written approval of the Council.
- 11.2 The Contractor shall ensure any such Approved Subcontractor enters into an Approved Recycling Facility Access Agreement in favour of the Approved Recycling Facility Operator in the same form as this Agreement before requiring access to the Approved Recycling Facility.



13. TERMINATION

- 13.1 In the event that the Contractor fails to perform or fulfil at any time any of its material obligations under this Agreement and fails to remedy such default within 30 days of receiving written notice of default from the Approved Recycling Facility Operator then the Approved Recycling Facility Operator may after prior consultation with the Council by notice in writing (copied to the Council Representative) terminate this Agreement with immediate effect.
- 13.2 The Approved Recycling Facility Operator may terminate this Agreement with immediate effect if a receiver or liquidator of the Contractor is appointed or if the Contractor becomes insolvent or unable to pay its debts in the ordinary course of business or if a final judgment or order is issued against the Contractor under any law relating to bankruptcy or insolvency or if the Contractor is wound up or liquidated or dissolved whether voluntarily or otherwise howsoever.
- 13.3 The termination of this Agreement by the Approved Recycling Facility Operator shall not preclude the Approved Recycling Facility Operator from the recovery of all losses, costs, damages, expenses and claims arising by reason of any antecedent breach of this Agreement by the Contractor.

14. CONTRACTS (PRIVITY) ACT 1982

- 14.1 To the extent that this Agreement confers any right or benefit on the Council, that right or benefit shall be enforceable by the Council as if the Council were a party hereto, in terms of the Contracts (Privity) Act 1982.

15. DEFINITIONS

Approved Recycling Facility means the processing facility located at 29 Brighton Road, Green Island, Dunedin or such other location as agreed with the Contractor from time to time during the Term of the Agreement, at which the Approved Recycling Facility Operator processes the Recyclables.

Approved Subcontractor means parties contracted by the Contractor to provide Collection Services or contracted to provide support services to those providing the Collection Services.

Collection Services means the collection of Recyclables from within the Specified Collection Area.

Collection Vehicles means any vehicle used for the collection of refuse and Recyclables.

Council Representative means the competent and authorised representative of the Council, as notified in writing to the Approved Recycling Facility Operator. The Council may choose to replace this person from time to time.

Excessive Contamination means any load which contains or is suspected of containing more than 5% Contaminants (as this term is defined in Schedule 1 of the Subcontracting Agreement).

Recyclables has the same meaning as "Council Recyclables" defined in the Subcontracting Agreement

Services Commencement Date means the date that the Approved Recycling Facility Operator commences processing the Recyclables at the Approved Recycling Facility.

Specified Collection Area means the area located within the Dunedin City Council territorial authority boundary.

Working Days means the days or days in which banks are open for business in Dunedin excluding Saturdays and Sundays and Otago Anniversary day.

16. INTERPRETATION

- 16.1 In this Agreement unless the context otherwise requires:
- a) Where the context permits the singular includes the plural and vice versa.
 - b) References to any party mean the parties to this Agreement and includes their respective successors and permitted assignees (as the case may be).

- c) References to clauses, schedules and attachments are to clauses, schedules and attachments (if any) to this Agreement (unless otherwise stated).
- d) All schedules or appendices to this Agreement shall have the same effect as if set out in the body of this Agreement.
- e) Where the context permits references to a party include the party's employees, agents and officers.
- f) All references to legislation include all subordinate legislation, any re-enactment of or amendment to that legislation and all legislation passed in substitution for that legislation.
- g) References to a person include a natural person, firm, corporation, association trust, state, or agency of state, government department or municipal authority or other entity whether incorporated or not and whether or not having a separate legal personality.
- h) The headings in this Agreement shall not be used in its interpretation.
- i) Words and expressions defined are indicated by capital letters for convenience.
- j) Obligations that bind more than one person shall bind those persons jointly and severally.
- k) If there is a conflict between the provisions of this Agreement and the Subcontracting Agreement the provisions of the Subcontracting Agreement shall take priority.
- l) Reference to a 'law' or 'laws' means a statute, regulation bylaw or any other requirement of a governmental or semi-governmental organisation.
- m) The language of this Agreement is English. All notices and communications of any kind required under or arising in connection with this Agreement shall be in English.

EXECUTION

Dated

23 DECEMBER

20[10]

SIGNED by or on behalf of the Approved Recycling Facility Operator:

Signature:



Title:

MANAGING DIRECTOR

SIGNED by or on behalf of the Contractor:

Signature:



Title:

MANAGING DIRECTOR



ANNEXURE 17 – APPROVED DISPOSAL FACILITY ACCESS AGREEMENT

[OPERATOR]

(Approved Disposal Facility Operator)

and

[ENVIROWASTE SERVICES LIMITED]

(Contractor)

APPROVED DISPOSAL FACILITY ACCESS AGREEMENT

PARTIES

[Operator] (Approved Disposal Facility Operator)

[EnviroWaste Services Limited] (Contractor)

BACKGROUND

- A. The Contractor has entered into an Agreement with the Approved Disposal Facility Operator under which the Approved Disposal Facility Operator agrees to provide a service to accept Refuse collected from the Specified Collection Area for disposal (**Approved Disposal Facility Contract**).
- B. The Council has entered into an agreement with the Contractor for the collection of Refuse throughout the Specified Collection Area. (**Contract**).
- C. Under the Contract the Contractor is directed to deliver the collected Refuse to the Approved Disposal Facility.
- D. This Agreement records the terms and conditions as between the Approved Disposal Facility Operator and the Contractor relating to:
 - The Contractor's access to the Approved Disposal Facility; and
 - The Parties obligations to implement and comply with the [Acceptance Protocol].

OPERATIVE PROVISION

In consideration of the mutual covenants set out in this Agreement and the entry by the Council and the applicable party into the Approved Disposal Facility Contract and the Contract and to facilitate the implementation of the Approved Disposal Facility Contract and the Contract, the parties agree as follows.

AGREEMENT

1. SCOPE OF AGREEMENT

- 1.1 The Approved Disposal Facility Operator will accept Refuse collected by the Contractor pursuant to the Contract and presented by the Contractor at the Approved Disposal Facility on the basis set out in this Agreement.
- 1.2 Each party shall implement and comply with the Acceptance Protocol.
- 1.3 The Contractor shall pay the amounts payable to the Approved Disposal Facility Operator as set out in this Agreement.
- 1.4 The Contractor shall ensure that the Collection Vehicle drivers and all other Contractor personnel comply with all access rules and requirements as notified to the Contractor by the

Approved Disposal Facility Operator and all reasonable directions of Approved Disposal Facility personnel when on the Approved Disposal Facility site.

2. TERM OF AGREEMENT

- 2.1 This Agreement shall commence on the Services Commencement Date and remain in force until the Contract Expiry Date or earlier Termination of the Contract.

3. ACCEPTANCE PROTOCOL

- 3.1 The Contractor shall at all times comply with the Acceptance Protocol and shall only present Refuse to the Approved Disposal Facility Operator for acceptance at the Approved Disposal Facility in compliance with the Acceptance Protocol.
- 3.2 The Acceptance Protocol is set out in Appendix 1.

4. SERVICES LOADS ONLY

- 4.1 The Contractor shall only present Refuse collected under the provision of the Services to the Approved Disposal Facility Operator pursuant to this Agreement.

5. TIME REQUIREMENTS

- 5.1 The Contractor shall present Refuse at the Approved Disposal Facility and the Approved Disposal Facility Operator shall ensure the acceptance of presented Refuse (subject to the Acceptance Protocol) between the hours specified in the Acceptance Protocol or such other hours as the Parties shall agree and as shall be Approved by the Council Representative.
- 5.2 The Approved Disposal Facility Operator will not unreasonably delay Collection Vehicles unloading at the Approved Disposal Facility but may require Collection Vehicles to remain at the Approved Disposal Facility for a period of up to [20 minutes] where the Approved Disposal Facility Operator reasonably suspects the load may contain Excessive Contamination to enable the Approved Disposal Facility Operator to assess the nature of the load and decide whether or not the load is to be subjected to the full Acceptance Protocol procedures.

6. Contractor personnel

- 6.1 The Contractor shall ensure that its Collection Vehicle drivers and other employees, agents and Approved Subcontractors comply with this Agreement.
- 6.2 The Contractor shall not allow any employee, agent or Approved Subcontractor to deliver Refuse to the Approved Disposal Facility unless such employee, agent or Approved Subcontractor acknowledges having read this Agreement and undertakes to comply with the terms thereof.
- 6.3 The Contractor shall at all times be liable for the acts and omissions of its employees, agents and Approved Subcontractors.

- 6.4 The Contractor shall indemnify the Approved Disposal Facility Operator for all losses, expenses, costs and damages incurred by the Contractor and arising from the act or omission of any of the Contractor's employees, agents or Approved Subcontractors.

7. OPERATIONS ON THE FACILITY SITE

- 7.1 When entering and while on the Approved Disposal Facility site, Contractor personnel shall follow the directions and instructions of the Approved Disposal Facility Operator's personnel and the Approved Disposal Facility Operator's access rules at all times.
- 7.2 Collection Vehicle drivers shall unload loads as instructed by the Approved Disposal Facility Operator's personnel and with minimal interference and disruption to the Approved Disposal Facility Operator's operations and with due consideration to other users of the Facility.

8. DAMAGE TO FACILITY

- 8.1 The Contractor shall make good, at its cost, all damage to the Approved Disposal Facility, the property of the Approved Disposal Facility Operator or any other property damaged by the Contractor or its personnel while on the Approved Disposal Facility site.

9. FORCE MAJEURE

- 9.1 The Approved Disposal Facility Operator shall accept Refuse during the standard operating hours on Working Days unless prevented from so doing by force majeure or other extraordinary circumstances outside the reasonable control of the Approved Disposal Facility Operator. The Approved Disposal Facility Operator will endeavour to provide reasonable notice to the Contractor in the event that the Approved Disposal Facility Operator is required to temporarily close the Approved Disposal Facility. The Approved Recycling Disposal Operator shall not be liable for any loss of business, loss of profits or costs or expenses sustained by Contractor during any period of temporary closure of the Approved Disposal Facility.

10. INTEREST

- 10.1 The Contractor shall pay interest to the Approved Disposal Facility Operator on any amount due and unpaid from the due date for payment until payment is actually made. Interest shall be payable at a rate of 4% per annum over the Approved Disposal Facility Operator's authorised overdraft rate adjusted quarterly.

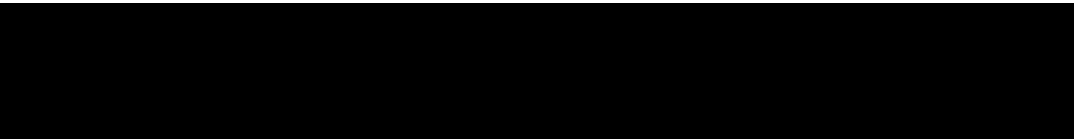
11. ASSIGNMENT

- 11.1 The Contractor shall not assign its rights and obligations under this Agreement.
- 11.2 Any material change in the ownership or control of Contractor shall be deemed to be an assignment of this Agreement.

- 11.3 The Approved Disposal Facility Operator may assign this Agreement to such other party as shall operate the Approved Disposal Facility for the Council, as directed by the Council Representative.

12. SUBCONTRACTING

- 12.1 The Contractor shall not subcontract the delivery of the Refuse to the Approved Disposal Facility without the prior written approval of the Council.
- 12.2 The Contractor shall ensure any such Approved Subcontractor enters into an Approved Disposal Facility Access Agreement in favour of the Approved Disposal Facility Operator in the same form as this Agreement before requiring access to the Approved Disposal Facility.



14. TERMINATION

- 14.1 In the event that the Contractor fails to perform or fulfil at any time any of its material obligations under this Agreement and fails to remedy such default within 30 days of receiving written notice of default from the Approved Disposal Facility Operator then the Approved Disposal Facility Operator may after prior consultation with the Council by notice in writing (copied to the Council Representative) terminate this Agreement with immediate effect.
- 14.2 The Approved Disposal Facility Operator may terminate this Agreement with immediate effect if a receiver or liquidator of the Contractor is appointed or if the Contractor becomes insolvent or unable to pay its debts in the ordinary course of business or if a final judgment or order is issued against the Contractor under any law relating to bankruptcy or insolvency or if the Contractor is wound up or liquidated or dissolved whether voluntarily or otherwise howsoever.
- 14.3 The Agreement shall immediately terminate if the Contract is terminated or comes to an end for any reason.
- 14.4 The termination of this Agreement by the Approved Disposal Facility Operator shall not preclude the Approved Disposal Facility Operator from the recovery of all losses, costs, damages, expenses and claims arising by reason of any antecedent breach of this Agreement by the Contractor.

15. DEFINITIONS

- 15.1 In this Agreement the following definitions apply: needs to be completed.

16. INTREPRETATION

16.1 In this Agreement unless the context otherwise requires:

- a) Where the context permits the singular includes the plural and vice versa.
- b) References to any party mean the parties to this Agreement and includes their respective successors and permitted assignees (as the case may be).
- c) References to clauses, schedules and attachments are to clauses, schedules and attachments (if any) to this Agreement (unless otherwise stated).
- d) All schedules or appendices to this Agreement shall have the same effect as if set out in the body of this Agreement.
- e) Where the context permits references to a party include the party's employees, agents and officers.
- f) All references to legislation include all subordinate legislation, any re-enactment of or amendment to that legislation and all legislation passed in substitution for that legislation.
- g) References to a person include a natural person, firm, corporation, association trust, state, or agency of state, government department or municipal authority or other entity whether incorporated or not and whether or not having a separate legal personality.
- h) The headings in this Agreement shall not be used in its interpretation.
- i) Words and expressions defined are indicated by capital letters for convenience.
- j) Obligations that bind more than one person shall bind those persons jointly and severally.
- k) This Agreement comprising the Agreement and all Schedules shall be read together as one Agreement. Ambiguities or discrepancies shall not invalidate the Agreement.
- l) If there is a conflict between the provisions of the Agreement, the provisions shall take priority in the following order:
 - (i) the Agreement provisions;
 - (ii) the schedules;
 - (iii) additional documents as specified in the Agreement.
- m) Reference to a 'law' or 'laws' means a statute, regulation bylaw or any other requirement of a governmental or semi-governmental organisation.

The language of this Agreement is English. All notices and communications of any kind required under or arising in connection with this Agreement shall be in English.

EXECUTION

Dated

23 December

20[16]

SIGNED by or on behalf of the Approved Disposal Facility Operator:

Signature:

A Featherston

Title:

DCC Solid Waste Manager

SIGNED by or on behalf of the Contractor:

Signature:

[Signature]

Title:

MANAGING DIRECTOR

APPENDIX I

ACCEPTANCE PROTOCOL

Acceptance Protocol to be inserted here]

ANNEXURE 18 – INFORMATION TO BE PROVIDED BY THE COUNCIL

Appendix 1 – Difficult Collection Areas

Please note: The following information is provided as a reference only and is not final.

a) Private Roads/Streets including difficult to access Roads/Streets

Archilles Avenue (West)	Kauri Street (North)
Agnes Road (SH)	Kohu Place (Cen)
Alpine Close (Msg)	Lauriston Street (East)
Alton Avenue (East)	Learnmont Street (St K)
Ammond Street (West)	Leyden Terrace (East off Somerville St Evertonk Leyden)
Angle Avenue (East)	Lismore Lane (Cen)
Athol Place (North)	Loom Street (Cen)
Aylmer Street (West)	Mark Street (North)
Babsie Road (North)	Mary Street (North off Hood St or Helensburgh Rd)
Balmoral Avenue (Msg to Brooklands Village)	Meldrum Street (North)
Beaufort Street (North)	Meuse Lane (East off Silverton St)
Belleknowes Terrace (West)	Merton Street (North off Birchfield Ave or Flintrim St)
Belmont Lane (East)	Mulberry Lane (West)
Bowen Street (West of King Edward St)	Newbury Street (East off Raynbird St)
Braileys Track (PC off Blueskin Rd)	Outram Street (North off Arnold St)
Breton Street (East)	Penefather Street (West off Mornington)
Buckingham Street (West)	Pleasant Place (North)
Calverley Street (North)	Price Street (GI)
Chacombe Avenue (North)	Raeburn Street (North off Arnold St)
Dalkeith Road (PC)	Raglan Street (West)
Dorset Street (West off Mornington Rd)	Rata Court (Msg off Elmwood Dr)
Dryden Street (North)	Rimu Court (Msg off Cedar Cres)
Dunford Place (East)	Rimu Street (North)
Echovale Avenue (North)	Robin Lane (North)
Elizabeth Street (West off Barr St)	Robinson Street (West)
Eton Street (Cen off School Rd)	Rodney Street (North)
Ettrick Street (Cen)	Ronay Street (West off Glenelg St)

Everton Road (East)	Rowland Avenue (East off Wesley St)
Glenfinnan Place (East off Highcliff Rd)	Ruru Avenue (North)
Glenshiel Street (North of Malvern St)	Strawberry Lane (PC)
Grant Dalton Street (Msg)	Swanson Street (Cen)
Harold Street (North)	Takahe Terrace (North)
Hawk Lane (Cen)	Te Ra Terrace (East from Aotea St)
Huntley Avenue (West off Michie, Bruce or Lawson St)	Trafalgar Street (North)
Ivanhoe Road (East)	Walberton Terrace (North off North Rd)

b) Elderly persons housing

Address/Name	Additional Location/Collection Information
98 Victoria Flats, Victoria Road	Opposite Freyberg Street. The truck can drive through site.
48 Ravelston Street Flats	Trucks can back into complex.
47-59 Lock Street	
62-68 Helensburgh Road	Opposite Wakari Hospital- collect from bottom of drive (truck can turn at roundabout).
Eastbourne Street	
Off Dunford Place, Anderson Bay	
Westgate, Middleton Road	
Birchleigh Retirement Village, Mosgiel	
Brooklands Village	Collection point at entrance.
Archilles Avenue	
7 Currie Court/Ivy Terrace, Port Chalmers	Drive into car parking area, collect from outside of flats.
27 Stevenson Ave, Sawyers Bay	Collect from carpark area off the end of Constance St
14 Blundell St	Collect from pathway just inside entranceway.
2 Will Street, Abbotsford	Truck can drive through site.
366 Bayview Road	Bags will be lined up along driveway with collector coming into site.
180 Musselburgh Rise, (Dunford Place)	Truck can go onto site.
59 Shand St	Truck can pick up outside each flat.
3 – 28 Acacia Ave	Bags lined up along path in one place in the complex.

c) Back Door Collections

#	Address
1.	117A Taieri Rd
2.	112 Chapman St
3.	20 Marine Parade
4.	69E Richardson St
5.	20 Lochend St
6.	153 Signal Hill Rd

d) Areas, roads/streets recommended for collection with a small truck

#	Road/Street Area Name
1.	Purakanui, Long Beach area
2.	Coney Hill Road
3.	Grosvenor Street
Northeast Valley	
4.	Bouveri St
5.	Lucan St
6.	Radnor St
7.	Rodney St
8.	Lennox St
9.	Leicester St
10.	Cardigan St
11.	Blacks Rd
12.	Gillespie St
13.	Marquis St
14.	Balfour St
15.	Grey St
16.	Evans St
17.	Frame St
18.	Maybank St
19.	Craigleith St
20.	Montrose St
21.	Taine St
22.	Colin St
23.	McGregor St
24.	Barclay St
25.	Buccleugh St
Mornington	
26.	Vickery Place
27.	Cross St
28.	Kevin St
29.	Carson St

30.	Appold St
31.	Cook St
32.	Mosgiel St
33.	Borthwick St
34.	Shirley Place
Helensburgh	
35.	Arcadia Place
Peninsula	
36.	Marine Parade
37.	Weller St
38.	Proctors Rd
39.	Ivanhoe Rd
40.	Shandon Rd
41.	Kenilworth St
42.	Glengyle St
43.	Marreing St
44.	Kipling St

Appendix 2 – Prohibited and/or Non Compliant Refuse Notice



NON-COMPLYING REFUSE NOTICE

**This refuse has not been collected because it breaches
the Dunedin City Council Solid Waste Bylaw 2002
for the reason(s) set out below:**

REASON(S)	COMMENTS (IF ANY)
• Contains garden refuse	[]
• Out too late	[]
• Not an approved container	[]
• Damaged container	[]
• Contents of refuse breach bylaw	[]
• Special/hazardous waste	[]

- Gross weight exceeds 20kg []
- Sharp and dangerous items not wrapped []
- User pays service []
- Other(_____) []

IF YOU ARE THE OCCUPIER(S) OR OWNER(S) OF THE PROPERTY ON WHICH THIS REFUSE WAS GENERATED, YOU MUST REMOVE THIS REFUSE NOT LATER THAN 7PM TODAY. IF YOU FAIL TO DO SO, THE DUNEDIN CITY COUNCIL OR ITS AGENT MAY REMOVE AND DISPOSE OF THE REFUSE AND RECOVER THE COSTS OF REMOVAL AND DISPOSAL FROM YOU.

You may also be fined under the Local Government Act 1974 for breaching the Dunedin City Council Solid Waste Bylaw 2002

IF THIS REFUSE IS NOT YOURS, PLEASE CONTACT THE REFUSE COLLECTION OFFICER ON 474 3465

FOR MORE INFORMATION, PLEASE CONTACT THE DUNEDIN CITY COUNCIL CALL CENTRE ON 477 4000

ANNEXURE 19 – SPECIFICATIONS



SPECIFICATIONS



1. SPECIFICATIONS

1.1 Introduction

- a) This Specifications set out explicit requirements for the collection of Refuse and Recyclables from the Specified Collection Area, the disposal of Refuse and the processing of Recyclables. The Contractor shall ensure that the Services address the requirements of this Specification.

1.2 Service Requirements

1.2.1 Provision of Services

- a) Commencing on the Services Commencement Date and throughout the Contract Term, the Contractor shall provide the Services in accordance with this Specification.
- b) The Services shall be efficient and effective, and Services on which Customers and the Council can depend. The Services shall be carried out with reasonably practicable regard for safety of all persons, tidiness and the preservation of property and amenities. The Services shall be delivered in a manner that maximises resource recovery and waste management opportunities and promotes continuous improvement.
- c) The Contractor shall ensure that:
 - 1. Approved Recyclables Collection Containers shall be provided to all Eligible Properties in the Specified Collection Area;
 - 2. Approved Collection Containers shall be collected and emptied on the specified Collection Days, as set out in the Approved Collection Schedule, at a regular time on each Collection Day in respect of each Specified Collection Area.
- d) The Contractor's personnel shall, after emptying, return each emptied blue 45 litre Approved Collection Crate in an upturned position to allow water/rain to drain freely.
- e) The Contractor's personnel shall, after emptying, return each Approved Collection Bin in an upright position, not skewed and with the lid closed.
- f) The Contractor's personnel shall return any Approved Collection Bins to an upright position if they have been knocked over during the emptying process.
- g) After emptying, the Contractor's personnel shall return each Approved Collection Bin or Approved Collection Crate to the Kerbside as near as practicable to the position in which it was located prior to being emptied.
- h) The Approved Collection Bins and Approved Collection Crates shall not be left in any position which might impede pedestrian or vehicular movement.

- i) No Approved Collection Container shall be thrown by the Contractor or treated in a manner that may result in damage or excessive wear and tear.
- j) Prohibited and/or Non Compliant Recyclables shall be left in the Approved Collection Container and shall not be left on the Kerbside or footpath. Such rejected materials shall be managed pursuant to Clause 1.22 Prohibited and/or Non Compliant Recyclables of this Annexure 19.
- k) Any Prohibited and/or Non Compliant Refuse shall not be left on the Kerbside or footpath, but shall be managed in line with Clause 1.22 Prohibited and/or Non Compliant Refuse of this Annexure 19.
- l) All material that is spilt from Approved Collection Containers by the Contractor's personnel shall be removed immediately.
- m) All material that the Contractor's personnel find spilt from Approved Collection Containers by other persons shall be removed immediately.
- n) Collection Vehicle travel and Approved Collection Container collection shall be undertaken so as to prevent the escape of any Refuse and Recyclables from the Collection Vehicle and Approved Collection Containers. Refuse and Recyclables that have inadvertently escaped from a Collection Vehicle or from Approved Collection Containers shall be removed immediately.
- o) No Collection Vehicle shall be left standing in such a manner as to cause offence or present a hazard to a member of the public.
- p) Collection Vehicles shall remain stationary whilst collecting Approved Collection Containers from the Kerbside.
- q) Collection containers that have been put out for another collection service shall not be displaced or knocked over. If this occurs, any spilt material shall be returned to the collection container which it came from and the collection container shall be returned to its original position ready for collection.

1.3 Increased Service Levels

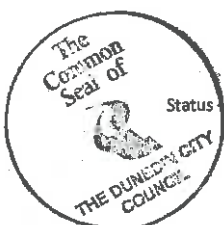
- a) The Contractor may provide to any Customer an Increased Service Level for the collection of Private Wheelie Bins containing Contractor Controlled Residential Refuse and Contractor Controlled Commercial Refuse using the Collection Vehicles
- b) The Contractor shall not utilise any Approved Recyclables Collection Containers or Collection Vehicles for any Increased Service Level offered by the Contractor to Customers for the collection of Recyclables, unless Approved by the Council Representative. The Council Representative may withhold approval on any basis.
- c) Any Increased Service Level provided to Customers by the Contractor shall be carried out on the same Collection Day and at the same collection times as specified in Clause 1.6

Collection Times and Clause 1.13 Collection Schedule of this Annexure 19, for the provision of the Services.

- d) The Council bears no responsibility for payment to the Contractor for the provision of any aspect of the Increased Service Level, including any administration, collection and or processing costs associated with the Increased Service Level.
- e) The Contractor shall meet all obligations to the Council as set out in the Contract to the extent applicable the provision of the Increased Service Level.
- f) The Contractor is solely responsible for setting user charges for the Increased Service Levels and for charging Customers directly.

1.4 Definition of the Specified Collection Area

- a) The Specified Collection Area is that area which shall receive the Collection Services as determined by the Council from time to time, and as at the date of this Contract is the area specified in Attachment 1 – Collection Frequency, Collection Days and Specified Collection Area.
- b) The Specified Collection Area excludes the Central Activity Area (CAA).
- c) The Contractor may receive instructions from the Council from time to time to include or delete streets receiving the Collection Services. The Contractor shall ensure that sufficient resources are available to provide the Collection Services to additional properties throughout the Contract Term. Any change (enlargement, addition or reduction) to the Specified Collection Area by the Council during the Contract Term shall not constitute a Variation.
- d) The Contractor shall inspect the Specified Collection Area to examine all potential hazards and traffic controls associated with the provision of the Collection Services including, but not limited to the following:
 - 1. One way streets;
 - 2. Narrow streets;
 - 3. Private roads;
 - 4. Turning areas;
 - 5. School zones;
 - 6. Pedestrian crossings;
 - 7. Unmade roads;
 - 8. Steep roads;
 - 9. Overhead power lines, cables and trees;



10. Speed humps;
 11. Cul-de-sacs;
 12. Traffic islands; and
 13. Other engineering methods to slow traffic.
- e) It is the Contractor's responsibility to ensure Collection Vehicles are appropriate to service all Eligible Properties in the Specified Collection Area.
- f) The Contractor is deemed to have examined and to be aware of all risks, conditions, contingencies and other circumstances relevant to the provision of the Collection Services in the Specified Collection Area.
- g) The Contractor's obligations under this Contract are not altered by any deficiency in or unsuitability of any of the Collection Vehicles or any other of the Contractor's Plant or Equipment.

1.5 Collection Days

- a) Collection of Approved Collection Containers in the Specified Collection Area shall take place on specific Collection Days.
- b) Collection Days shall be Monday to Friday of each week unless, due to a public holiday or some other special event or reason, collections must be undertaken on a Saturday or Sunday. Any changes to Collection Days require the Council's approval, which may be given subject to conditions.

1.6 Collection Times

- a) Collection of Approved Collection Containers in the Specified Collection Area shall take place only from 8:00 am to 7:00 pm except where otherwise stated in these Specifications.
- b) The Contractor shall not collect from main roads during peak traffic flows between 8:00 a.m. to 9:30 a.m. and 4:30 p.m. to 6:00 p.m. These roads include:
1. Ravensbourne Road;
 2. Portobello Road;
 3. Cumberland Street (North of Albany Street);
 4. Great Kind Street (North of Albany Street);
 5. Forbury Road;
 6. Macandrew Road;
 7. Hillside Road;

8. Kaikorai Valley Road;
 9. Upper Stuart Street;
 10. Taieri Road;
 11. SH1 East Taieri to Allenton; and
 12. North Road (NEV).
- c) From time to time during the Contract Term, the Council Representative may amend the specified collection times at the sole discretion of the Council. Changes to the specified collection times shall not constitute a Variation.

1.7 Public Holidays

- a) Collections that fall on Christmas Day shall be provided by the Contractor on the following Saturday.
- b) Collections that fall on New Year's Day shall be provided by the Contractor on the following Saturday.
- c) Collections that fall on Good Friday will be provided by the Contractor on the next day (Saturday).
- d) The Approved Disposal Facility and Approved Recycling Facility where Refuse and Recyclables shall be taken are required to be open on all days other than Christmas Day, New Years Day, Easter Friday and Anzac Day (until 1:00 pm). The Contractor shall be responsible for making all required arrangements with the Approved Disposal Facility Operator and Approved Recycling Facility Operator's for access on days that the Approved Disposal Facility and Approved Recycling Facility are closed.
- e) The Contractor shall not be entitled to any additional payment or Variation for Services undertaken on any day being a Saturday, Sunday or statutory holiday, including but not limited to Christmas Day, New Years Day, Good Friday and Anzac Day (until 1:00 pm).

1.8 Kerbside Collection Points

1.8.1 General

- a) Collection Services will generally be undertaken from the Kerbside adjacent to each Eligible Property, unless other arrangements have been made and agreed to either between the Contractor, the Customer and/or the Council Representative.

1.8.2 Alternative Kerbside Collection Points

- a) The Contractor may propose to the Council Representative Alternative Kerbside Collection Points for Eligible Properties where required for any reason including but not

limited to space constraints, access, safety, etc. This may require Customers to place their Approved Collection Containers on the other side of the street.

- b) Following approval by the Council the Contractor shall contact Customers and liaise with them to arrange Alternative Kerbside Collection Points.
- c) The Council may instruct the Contractor to amend any Alternative Kerbside Collection Point(s) at any time during the Contract Term. Any changes to the Alternative Kerbside Collection Points shall not constitute a Variation.

1.9 Disruption to Collection Services

1.9.1 General

- a) The Contractor shall notify the Council immediately on becoming aware of any disruption or potential for disruption to the Collection Services and must thereafter keep the Council informed of all actions being taken to restore the provision of the Collection Services to ensure the levels of service are maintained to the requirements of these Specifications.
- b) In the event of any potential for, or any actual disruption to the provision of the Collection Services, the Contractor shall take all reasonable steps to prevent such disruption and to minimise the effects of such disruption.

1.9.2 Special Events

- a) The Council may direct the Contractor that due to Special Events the Collection Day or collection time for a Specified Collection Area shall be changed, and the Contractor shall comply with any such direction. Compliance with any such direction by the Contractor shall not constitute a Variation.

1.9.3 Roadworks

- a) Other contractors carrying out work on roads are generally required to ensure interruption to kerb and vehicle access is minimised. When this is not practical the road work contractor, in consultation with the Council Representative and the Contractor, is generally required to arrange for Approved Collection Containers to be placed in a suitable position to enable the Collection Services to be completed with minimal disruption. Such arrangements are to be made between the road work contractor and the Contractor and are included in the Service Rates. The Contractor may not Claim for any disruption from roadworks or construction works.

1.10 Specified Collection Areas and Frequencies

- a) Specified Collection Areas and frequencies are detailed in Attachment 1 – Collection Frequency, Collection Days and Specified Collection Area.
- b) The Contractor may vary the frequency of collections subject to approval of any proposed amendments to the Collection Schedule by the Council Representative.

1.11 Eligible Properties

- a) Eligible Properties that are entitled to receive the Refuse Collection Services include vacant sections, Residential Premises and Commercial Premises. Eligible Properties that are entitled to receive the Recyclables Collection Services include those premises that are listed on the Eligible Property List (EPL).
 - 1. The Council has estimated that 47,000 properties are eligible to be listed on the EPL. Eligible Properties listed on the EPL include all residentially rated properties within the Dunedin City boundary in the following rateable categories: Residential;
 - 2. Country Dwelling; or
 - 3. Or as otherwise determined by the Council.
- b) In addition to the above, Eligible Properties include Multi-dwellings and any other Residential Premises which have Refuse and/or Recyclables to be collected in Approved Collection Containers.
- c) The EPL shall be provided to the Contractor by the Council within two (2) weeks after the Contract Commencement Date. The EPL may be updated by the Council at any time during the Contract Term as new Eligible Properties join the Collection Services or old ones are removed. Any changes to the EPL shall not be treated as a Variation.
- d) It is the Contractor's responsibility to determine how best to utilise the EPL in order for all Eligible Properties to receive the Collection Services as specified throughout the Contract Information.

1.12 Container Database

1.12.1 Provision of an Approved Collection Container Database

- a) The Contractor shall develop an Approved Collection Container database (Container Database) and submit it to the Council for approval within five (5) weeks following the Contract Commencement Date.
- b) The Container Database shall record all Eligible Properties, valuation assessment number, the Council's GIS property identification code, street/unit number and name, type and quantity of Approved Collection Containers and Special Requirement Properties (if applicable) and general description/comments which shall also record special arrangements, instructions and directions from the Council. The Container Database shall record any Eligible Properties where a 240 litre or 80 litre Approved Collection Bin has been exchanged for an 80 litre or 240 litre Approved Collection Bin.
- c) The Container Database and all the data and information within it shall remain the property of the Council at all times throughout the Contract Term and shall not be used by the Contractor for any purpose other than the provision of the Services.

- d) The Container Database shall be updated by the Contractor prior to the Services Commencement Date and shall be used by the Contractor to develop a Delivery Schedule of Approved Recyclables Collection Containers to all Eligible Properties that shall receive the Collection Services as set out in Clause 1.12.2 Delivery Schedule below.
- e) The Council will issue service instructions to the Contractor on allocations of Approved Collection Containers and Customer requirements during the lead up to the Services Commencement Date and during the Contract Term. The Container Database shall be maintained by the Contractor throughout the Contract Term at the Contractors cost and shall include provision for recording (without limitation) the individual serial number of each Approved Recycling Collection Container distributed to each Eligible Property, the Council's service instructions, complaints register, presentation and Contamination issues, repairs and maintenance, missing and stolen Approved Collection Containers, on-going Approved Collection Container issues and retrieval, and any other information that may be recorded for Eligible Properties and/or Approved Collection Containers. This data must be inputted daily into the Container Database.
- f) The Container Database shall be accessible to the Council via 'real time live links' to enable the Council to provide up to date responses to Customers queries.
- g) The Contractor shall produce reports from the Container Database to summarise the contents of the database for individual Eligible Properties or for Multi dwellings by street or Specified Collection Areas.

The Contractor shall:

- 1. Maintain the Container Database daily during the Contract Term in an accurate and up-to-date condition to record Approved Collection Container and Eligible Property details as set out above;
- 2. Provide information to the Council for inclusion in the Council's information systems in a form required by the Council on a monthly basis to enable the Council's records to be updated;
- 3. Provide the Council with a report on all the details for all Approved Collection Containers and Eligible Properties to assist with the planning and delivery of the next collection contract at least twelve (12) months prior to the Contract Expiry Date; and
- 4. Transfer the Container Database to the Council by the Contract Expiry Date or upon earlier termination of the Contract.

1.12.2 Delivery Schedule

- a) The Contractor shall maintain a Delivery Schedule that records the total number of Eligible Properties participating in the Recyclables Collection Services and the corresponding addresses of each Eligible Property that has received an Approved Recyclables Collection Container/s. The format of the Delivery Schedule shall be

Approved by the Council within five (5) weeks following the Contract Commencement Date.

- b) The Contractor shall include (without limitation) the following data in the Delivery Schedule:
1. The Request For Service's (where applicable) unique identification number;
 2. The serial number or unique identifier of each Approved Recyclables Collection Container distributed to each Eligible Property;
 3. The street address for the Eligible Property;
 4. The letterbox number of the Eligible Property (where it differs from the street address);
 5. The total number of Approved Collection Containers delivered to the Eligible Property;
 6. The type and capacity of Approved Collection Containers delivered to the Eligible Property; and
 7. The date that the Approved Collection Container was delivered to the Eligible Property.
- c) The Contractor shall ensure the Delivery Schedule is updated to reflect lost/stolen/replaced and/or exchange information relating to Approved Recyclables Collection Containers.

1.13 Collection Schedule

1.13.1 Provision of Collection Schedule

- a) The Contractor shall provide a final Collection Schedule (including a map of the proposed collection routes) in accordance with Attachment 1 – Collection Frequency, Collection Days and Specified Collection Area, Attachment 2 – Specified Collection Area and Attachment 3 – Specified Collection Area Map(s) to the Council Representative for approval no later than five (5) months prior to the Services Commencement Date in hard copy and electronic form. The Collection Schedules may divide the Specified Collection Area into two sections to enable optimisation of Collection Vehicles for the fortnightly collection of Recyclables.
- b) The Collection Schedule shall include lists of all roads or parts of roads to be serviced by each Collection Vehicle, in the order in which they are likely to be serviced. This information shall be collated into Collection Days and Specified Collection Areas which are to be part of the Collection Schedule. The Collection Schedule shall also identify the list of roads by alphabetical order.

- c) The Collection Schedule shall identify Eligible Properties that require the Contractor's personnel to bring out Approved Collection Containers for collection e.g. Multi-dwellings, apartment blocks or any other Eligible Property in respect of which the Approved Collection Containers cannot be placed on the Kerbside for collection as detailed in Clause 1.18 (c) of the Specification of this Annexure 19.
- d) The Collection Schedule shall also identify any streets that require special collections, e.g. reversing required or Approved Collection Containers to be placed on one side only.
- e) The Collection Schedule shall take into consideration busy roads and congested areas e.g. main arterial roads, schools, shopping areas, business areas, hospitals, tertiary institutions, etc.
- f) The Collection Schedule shall include time/route schedules complying with the designated Collection Days and Specified Collection Area for all Eligible Properties;
- g) The Council Representative may:
 - 1. Require the Contractor to provide further information in relation to the proposed Collection Schedule or any related matter; or
 - 2. Direct reasonable amendments to the proposed Collection Schedule, which for the avoidance of doubt shall not constitute a Variation.
- h) The Contractor shall provide the Collection Services in accordance with the Approved Collection Schedule.

1.13.2 Review and Amendments to Collection Schedule

- a) Any alteration to the Collection Schedule may only be made with the prior written approval of the Council Representative, which approval may be given subject to conditions. The Council reserves the right to decline any proposed amendments to the Collection Schedule at its sole discretion.
- b) Once Approved, the times and routes in the Collection Schedule shall not be altered without the further written approval of the Council Representative, except as otherwise specified in the Conditions of Contract these Specifications.
- c) The Collection Schedule shall be reviewed annually by the Contractor and any amendments shall be submitted to the Council for approval prior to implementation within four (4) weeks prior to the anniversary of the Contract Commencement Date.
- d) Any alteration and/or amendment to the Collection Schedule shall not constitute a Variation.

1.13.3 End of Contract Transition

- a) The Council Representative may require changes to the Collection Schedule prior to the expiry of the Contract Term to facilitate the implementation of a new collection services contract. Any such changes shall not be treated as a Variation.

1.14 Mobilisation Programme

- a) The Contractor shall provide the Council Representative with a written Mobilisation Programme of the Mobilisation Services for approval within two (2) months following the Contract Commencement Date. The Mobilisation Programme shall include a critical path chart showing all activities to be undertaken prior to the Services Commencement Date which includes:
1. A delivery schedule for the arrival of all the Vehicles, Plant and Equipment, including Approved Collection Containers;
 2. The timeframe for the application of all approved livery and signage to the Collection Vehicles;
 3. Key dates to ensure that all Contractor's Plans shall be submitted for approval by the Contractor's Plans Submittal Date;
 4. Evidence that orders have been placed for the manufacture of Vehicles, Plant and all necessary Equipment, including Approved Collection Containers;
 5. Storage facility arrangements for Approved Collection Containers prior to distribution to Eligible Properties;
 6. Evidence of an Approved Recycling Facility Access Agreement for the acceptance and processing of Recyclables at the Approved Recycling Facility where a separate contractor is specified;
 7. Evidence of an Approved Disposal Facility Access Agreement for the acceptance and disposal of Refuse at the Approved Disposal Facility where a separate contractor is specified;
 8. A detailed programme that illustrates how the Contractor intends to identify Customers' preferred service level options (i.e. a 240 litre or a 80 litre Approved Collection Bin) and distribute the appropriate Approved Collection Bins to Customers (including exchanging any Approved Collection Bin where a Customer has indicated an alternative service level option).;
 9. A detailed programme that illustrates how the Contractor intends to identify service level options for Special Requirement Properties;
 10. The detailed procedures, timelines and responsibilities for the distribution of Approved Recyclables Collection Containers to Eligible Properties, including a breakdown of number of properties, street names, complete physical address, days and areas;
 11. Procedures for problem resolution and discrepancies found in the EPL;

12. The proposed system of how information on Eligible Properties shall be accurately recorded and presented to the Council i.e. Approved Collection Bin serial number allocated against the Container Database;
 13. A schedule of meetings to be held with the Council Representative and the Contractor prior to the Services Commencement Date. The frequency of these meetings shall be in accordance with the critical path chart timelines. These meetings shall include the Contractor's Representative and any other employee(s) who will supervise in the provision of the Services;
 14. Details of all personnel involved in the provision of the Mobilisation Services;
 15. Activity inter-relationships, including those activities to be undertaken by Approved Subcontractors and suppliers;
 16. Information detailing the training that will be given to all personnel involved in the provision of the Mobilisation Services and what contingencies will be put in place to ensure accurate recording of information; and
 17. Other information that is considered relevant by either the Contractor or the Council Representative.
- b) The Mobilisation Services include, but are not limited to, the following:
1. Allocation of resources to prepare and implement the Contractors Plans;
 2. Purchase and delivery of Vehicles, Plant and Equipment, including Approved Collection Containers;
 3. Establishment of Facilities and resources for provision of the Services;
 4. Employment of staff for the provision of the Services;
 5. Staff training; and
 6. Implementation of the Contractor's Plans.
- c) The Contractor shall supply and distribute all Approved Collection Bins to Eligible Properties and any other Approved Collection Containers no later than five (5) Collection Days prior to the Services Commencement Date.
- d) Following approval of the Mobilisation Programme by the Council, the Contractor shall perform all Mobilisation Services required by the Approved Mobilisation Programme and in accordance with these Specifications within the two (2) weeks prior to the Services Commencement Date.
- e) The Approved Mobilisation Programme shall be updated by the Contractor before each meeting with the Council Representative to reflect the current status of the critical path chart.

- f) The Mobilisation Period and all items in the Approved Mobilisation Programme, including the distribution of Approved Collection Bins, shall be deemed to be complete when the Council Representative has signed a certificate of completion for the Mobilisation Period (Mobilisation Completion Certificate) confirming that the Mobilisation Programme has been completed in accordance with these Specifications.
- g) Experience has shown that a successful Mobilisation Programme is a prerequisite to the successful introduction of any new Kerbside recycling collection service. In order to ensure that compliance with the Approved Mobilisation Programme is maintained at all times random spot checks and audits will be carried out by the Council throughout the Mobilisation Period.
- h) The Council may instruct the Contractor to amend or vary the Approved Mobilisation Programme at any time. Any such amendment and/or variation shall not constitute a Variation.

1.15 Approved Collection Containers

1.15.1 General

- a) The Contractor shall be responsible for the initial supply and distribution of all new Approved Collection Bins during the Mobilisation Period and the ongoing supply, distribution and maintenance of all new Approved Collection Bins and Approved Collection Crates used in the provision of the Services after the Services Commencement Date.
- b) The standard Approved Collection Bin shall be a 240 litre Approved Collection Bin. A smaller 80 litre Approved Collection Bin shall be made available to Customers who deem a 240 litre Approved Collection Bin to be inappropriate for any reason. Each Eligible Property shall be entitled to place at the Kerbside for collection a maximum of one (1) Approved Collection Bin at any time during the Contract Term unless otherwise Approved by the Council.
- c) Existing blue 45 litre Approved Collection Crates shall be supplied, distributed and maintained by the Contractor following the Services Commencement Date. This includes any new, additional and/or replacement blue 45 litre Approved Collection Crates. Each Eligible Property shall be entitled to place at the Kerbside for collection a maximum of two (2) Approved Collection Crates at any time during the Contract Term unless otherwise Approved by the Council.
- d) The Council may, at its sole discretion, specify to the Contractor the maximum number of new 45 litre Approved Collection Crates to be supplied, distributed and maintained each year by the Contractor.
- e) The Parties shall investigate options for the replacement of the blue 45 litre Approved Collection Crate and/or the introduction of alternative Approved Collection Containers for the collection of glass. In the first instance, the Contractor shall undertake weight tests using 65 litre Approved Collection Crates to assess their suitability for the collection of glass only in the provision of the Services.

- f) Should the Contractor deem the use of 65 litre Approved Collection Crates or any alternative Approved Collection Container as suitable for the collection of glass only, any use of 65 litre Approved Collection Crates or such alternative Approved Collection Containers shall be Approved by the Council Representative prior to the supply and/or distribution to any Eligible Properties in the Specified Collection Area.
- g) The Council may implement an alternative Approved Collection Container for the collection of glass at any time during the Contract Term. Any change from the use of the blue 45 litre Approved Collection Crate to an alternative Approved Collection Container for the collection of glass shall be treated as a Variation.
- h) Customers of Eligible Properties may purchase an additional Approved Collection Crate for the collection of glass from the Council. Each Eligible Property may place a maximum of two (2) Approved Collection Crates at the Kerbside for collection by the Contractor. The collection of an additional Approved Collection Crate (bringing the total number of Approved Collection Crates to be collected from Eligible Properties to two (2)) shall be carried out by the Contractor at no additional charge to the Council.
- i) Approved Collection Bags used by Customers for the Refuse Collection Services consist of 40 litre and 65 litre black plastic Council Refuse bags.
- j) The Council is responsible for the supply and distribution of all Approved Collection Bags to retail outlets. Residents are required to purchase the Approved Collection Bags on a user pays basis for use in the Refuse Collection Services.

1.15.2 Approved Recyclables Collection Container Numbers

- a) The Contractor shall assess the number of Approved Recyclables Collection Containers required to provide the Collection Services to the number of Eligible Properties listed in the Schedules of Prices and the Eligible Property List. The Contractor shall:
 - 1. Identify the number of Approved Recyclables Collection Containers required for implementation of the Services;
 - 2. Identify the number of Approved Recyclables Collection Containers required for the on-going annual supply for new Eligible Properties, repairs, replacement, etc; and
 - 3. Order and supply the Approved Recyclables Collection Containers required in accordance with Clause 1.15.6 and Clause 1.15.7 of this, Annexure 19.

1.15.3 Approved Recyclables Collection Container Specification and Warranty

- a) All Approved Recyclables Collection Containers shall meet the relevant specification contained in Attachment 6 - Specifications for Approved Recyclables Collection Containers.
- b) The Council may at any time during the Contract Term require the Contractor to add to the Services any Approved Collection Containers other than those specified in Attachment

6 - Specification for Approved Recyclables Collection Containers. The Council may at any time during the Contract Term require the Contractor to omit from the Services any Approved Recyclables Collection Containers specified in Attachment 6 – Specification for Approved Recyclables Collection Containers. Any cost variation for any Approved Recyclables Collection Container which is not identified in the Schedule of Prices, Dayworks or any other pricing schedule shall be treated as a Variation.

- c) The Contractor hereby represents and warrants to the Council that at all times during the Contract Term the Approved Recyclables Collection Containers will meet the requirements set out in these Specifications, and to the extent that any such Approved Recyclables Collection Container does not meet the requirements set out in these Specifications, then the Contractor shall promptly and at its cost take any such action as is required (including but not limited to rectifying the defects or providing a replacement) to ensure that the Approved Recyclables Collection Containers meet the requirements set out in these Specifications. The Contractor shall indemnify the Council against all costs, losses, or expenses incurred by the Council as a result of any Approved Recyclables Collection Containers not meeting the requirements of these Specifications.
- d) The Contractor shall provide manufacturer/supplier guarantees and warranties for all Approved Recyclables Collection Containers under this Contract in the name of and for the benefit of the Council. The Contractor shall assist and co-operate with the Council, at the Council's Representative's request, in enforcing its rights under such guarantees and warranties.
- e) The Contractor shall, if requested by the Council's Representative, assign to the Council all rights in the name of the Contractor under the guarantees and warranties of any manufacturer and/or supplier of the Approved Recyclables Collection Containers.
- f) Warranties and guarantees obtained from manufacturers and suppliers shall not be waived as the result of any inspections, tests or approvals carried out by or on behalf of the Council.

1.15.4 Initial Supply and Distribution of Approved Recyclables Collection Containers

- a) The Contractor shall supply and distribute all Approved Recyclables Collection Containers (including any new blue 45 litre Approved Collection Crates) on behalf of the Council, prior to the Services Commencement Date in accordance with the Approved Mobilisation Programme.
- b) The Contractor shall not deliver Approved Recyclables Collection Containers to Eligible Properties unless the Council has Approved the delivery of Approved Recyclables Collection Containers in writing in accordance with Clause 1.15.4 (f) of this, Annexure 19;
- c) For budget purposes the Contractor shall notify the Council in December each year of the estimated cost and number and type of Approved Recyclables Collection Containers required for the following year.

- d) Prior to the Services Commencement Date the Contractor shall supply new Approved Recyclables Collection Containers that meet the relevant specification contained in Attachment 6 - Specifications for Approved Recyclables Collection Containers. The Council Representative shall inspect the Approved Recyclables Collection Containers and Approve in writing the quality of the Approved Recyclables Collection Containers prior to distribution to Eligible Properties.

1.15.5 Preparation of Approved Recyclables Collection Containers for Delivery

- a) The Contractor shall be required to assemble all Approved Collection Bins according to the manufacturer's specifications prior to delivery to Eligible Properties at no additional cost to the Council.
- b) The Contractor shall deliver with each Approved Collection Bin and Approved Collection Crate all education material produced and supplied by the Council (where applicable) and education material regarding Increased Service Levels prepared by the Contractor and Approved by the Council. The method of fixing the promotional material to the Approved Recyclables Collection Container shall be Approved by the Council Representative prior to distribution to Eligible Properties by the Contractor.
- c) The letterbox number of the address of each Eligible Property shall be permanently affixed/recorded on each Approved Recyclables Collection Container by the Contractor at a location on the Approved Recyclables Collection Container Approved by the Council prior to the delivery to the Eligible Property.

1.15.6 Initial Supply and Distribution of Approved Collection Bins

- a) Approved Collection Bins shall be delivered by the Contractor to Eligible Properties no earlier than four (4) weeks prior to the Services Commencement Date and no later than five (5) Collection Days prior to the Services Commencement Date.
- b) The Contractor shall deliver Approved Collection Bins just inside the Eligible Properties' boundaries, where possible to limit the loss, theft or removal of Approved Collection Bins.
- c) Eligible Properties that do not receive an Approved Collection Bin during the Mobilisation Period shall receive an Approved Collection Bin within three (3) Collection Days of the Services Commencement Date.

1.15.7 Ongoing Supply and Distribution of Approved Recyclables Collection Containers

- a) The Contractor shall be responsible for the ongoing supply and distribution of all new, replacement and additional Approved Recyclables Collection Containers to Eligible Properties during the Contract Term at no additional cost to the Council.
- b) As and when required throughout the Contract Term the Contractor shall supply new Approved Recyclables Collection Containers that meet the relevant specification contained in Attachment 6 - Specifications for Approved Recyclables Collection Containers. The Council Representative shall inspect the Approved Recyclables Collection

Containers and Approve in writing the quality of the Approved Recyclables Collection Containers and that they comply with the relevant specifications contained in Attachment 6 - Specifications for Approved Recyclables Collection Containers prior to distribution to Eligible Properties.

- c) Following receipt of a RFS instruction from the Council the Contractor shall deliver the requested Approved Recyclables Collection Container to the requesting Eligible Property within three (3) Collection Days of receipt of the RFS.
- d) The Contractor shall prepare each Approved Recyclables Collection Container prior to delivery in line with Clause 1.15.5 Preparation of Approved Recyclables Collection Containers of this, Annexure 19.
- e) Following the receipt of an RFS instruction from the Council the Contractor shall collect Approved Recyclables Collection Containers from the relevant Eligible Property(s) and the Contractor shall update the Delivery Schedule accordingly.

1.15.8 Storage of Approved Recyclables Collection Containers

- a) The Contractor shall be responsible for any storage (and the cost of such storage, including requisite insurance) of all new Approved Recyclables Collection Containers and stock required between delivery from the manufacturer and delivery to an Eligible Property. The Contractor's storage facility shall be enclosed and secure and be located within Dunedin's boundaries or an alternative location Approved in writing by the Council Representative.
- b) The Contractor shall ensure the storage facility is available twelve (12) weeks prior to the Services Commencement Date to allow sufficient time during the Mobilisation Period for the Approved Recyclables Collection Containers to be delivered to the Contractor and inspected by the Council Representative to ensure the Approved Recyclables Collection Containers comply with the specifications set out in Attachment 6 - Specification for Approved Recyclables Collection Containers.
- c) The Contractor shall maintain a stock control record of the number and type of Approved Recyclables Collection Containers held in storage. The Contractor shall ensure that it maintains sufficient stocks of Approved Recyclables Collection Containers to meet its Approved Recyclables Collection Container delivery obligations. This includes the ordering and supply of all new and replacement Approved Recyclables Collection Containers both during and following the completion of the Mobilisation Period.
- d) After the initial distribution of Approved Collection Bins, any surplus Approved Collection Bins that have been paid for and so are owned by the Council shall be kept as stock by the Contractor. The Contractor shall ensure that all Approved Collection Bins owned by the Council are stored separately from all other Approved Recyclable Collection Containers and are clearly identified as Council property. The Contractor shall maintain all necessary insurances and PPSR registration for all Approved Collection Containers in storage as required by the Contract.



- e) The Contractor shall set up and maintain an inventory of all Approved Collection Bins owned by the Council and held in stock. The inventory shall also include all other Approved Recyclables Collection Containers held in stock. The Council Representative may request a copy of the inventory at any time.
- f) The Contractor shall ensure that the Council is not charged for any Approved Collection Bins owned by the Council and held in stock that are distributed to Eligible Properties by the Contractor following an RFS from the Council. The Contractor shall ensure that all Approved Collection Bins owned by the Council and held in stock following the Mobilisation Period are distributed prior to any Approved Collection Bins owned by the Contractor. The Contractor shall inform the Council Representative in writing once all of the Council owned Approved Collection Bins have been distributed to Eligible Properties.
- g) The Contractor shall not sell, pledge, charge, mortgage, nor grant any Security Interest or otherwise deal with the Approved Recyclables Collection Containers held in storage by the Contractor pursuant to these Specifications or allow any such pledge, charge, mortgage or Security Interest to subsist without the prior express written consent of the Council.

1.15.9 Supply and Delivery of Replacement and/or Additional Approved Recyclables Collection Containers

- a) During the Contract Term, the Contractor shall supply and distribute Approved Recyclables Collection Container(s) to any Eligible Property where an Approved Recyclables Collection Container has been:
 - 1. Lost or stolen;
 - 2. Damaged or destroyed;
 - 3. Exchanged for a different size; or
 - 4. As instructed by the Council.
- a) The Contractor shall deliver replacement and additional Approved Recyclables Collection Containers in accordance with the Contract within three (3) Business Days of written notification by the Council.

1.15.10 Exchange of Approved Collection Bins

- a) The Council will be responsible for informing Owners of Eligible Properties that should the standard 240 litre Approved Collection Bin be inappropriate for any reason, an alternative 80 litre Approved Collection Bin is available upon request to the Council.
- b) All Eligible Properties in the Specified Collection Area shall receive a 240 litre Approved Collection Bin unless the Owner of an Eligible Property has notified the Council that they require an 80 litre Approved Collection Bin by the public cut off date of 30 October 2010. The Council's Customer Services staff shall record the details of all Eligible Properties

whose Owners have requested an 80 litre Approved Collection Bin by the public cut off date of 30 October 2010 and shall provide such details to the Contactor by 1 December 2010. The Contractor shall ensure that all necessary changes are made to the Delivery Schedule to ensure that all Eligible Properties whose Owners have requested an 80 litre Approved Collection Bin by the public cut off date of 30 October 2010 receive an 80 litre Approved Collection Bin pursuant to Clause 1.14 Mobilisation Programme of this, Annexure 19.

- c) Should any Owner of an Eligible Property notify the Council that they require an 80 litre Approved Collection Bin between 1st November 2010 and the Services Commencement Date the Council's Customer Services staff shall record the details of the Eligible Property and notify the Contractor via the Council's RFS system. Wherever possible the Contractor shall make every effort to make all necessary changes to the Delivery Schedule so that all Eligible Properties whose Owners have requested an 80 litre Approved Collection Bin after 1st November 2010 receive an 80 litre Approved Collection Bin pursuant to Clause 1.14 Mobilisation Programme of this, Annexure 19.
- d) The Council's Customer Services staff shall advise Owners of Eligible Properties that request an 80 litre Approved Collection Bin between 1st November 2010 and the Services Commencement Date that should the Contractor be unable to deliver an 80 litre Approved Collection Bin then they should not remove the 240 litre Approved Collection Bin from the Kerbside. Where it is impracticable to make such changes to the Delivery Schedule the Contractor shall distribute a standard 240 litre Approved Collection Bin pursuant to Clause 1.14 Mobilisation Programme of this, Annexure 19.
- e) Where the Contractor has received an RFS from the Council prior to the Services Commencement Date for an Eligible Property to receive an 80 litre Approved Collection Bin, the Contractor shall exchange all distributed 240 litre Approved Collection Bins to 80 litre Approved Collection Bin within 3 days of the Services Commencement Date.
- f) Following the distribution of all Approved Collection Bins in accordance with Clause 1.14 Mobilisation Programme of this, Annexure 19 and this Clause 1.15.10, the Contractor shall be paid an Exchange Fee by the Council for any changes in the size of Approved Collection Bins distributed to Eligible Properties. The Exchange Fee shall apply where an Owner of an Eligible Property requests an 80 litre or 240 litre Approved Collection Bin in exchange for a 240 litre or 80 litre Approved Collection Bin, respectively.
- g) Payment for the Exchange Fee shall be at the unit rate in the Dayworks Schedule of Annexure 2, Clause 14.4, item 9. The Council may recover the Exchange Fee from Customers. The Council reserves the right for Customers to pay the Exchange Fee directly to the Contractor whereby the Contractor shall be solely responsible for the collection of the Exchange Fee from Customers of the Recyclables Collection Service.
- h) Following receipt of payment in full by the Owner of an Eligible Property.

- d) When requested by the Council, the Contractor shall deliver a specified Approved Collection Bin to an Eligible Property where a Customer has requested a change in size to their distributed Approved Collection Bin.
- e) Following receipt of payment in full by the Owner of an Eligible Property the Council shall issue an RFS instructing the Contractor to exchange the distributed Approved Collection Container. Following receipt of the RFS instruction from the Council the Contractor shall deliver the specified Approved Collection Bin to the requesting Eligible Property within three (3) Collection Days of receipt of the RFS.
- i) Occupiers of Eligible Properties shall obtain written permission from the Owners (or party(s) acting on behalf of the Owner) of Eligible Properties in order to exchange the size of their allocated Approved Collection Bin. Written permission shall be in the form of a signed letter. The Exchange Fee may be paid by the Owner or Occupier of the Eligible Property providing written permission from the Owner (or party(s) acting on behalf of the Owner) has been received.
- j) All exchanges of Approved Collection Bins shall be recorded in the Container Database pursuant to Clause 1.12 of the Specifications of this, Annexure 19 and shall be provided to the Council in the monthly reports as set out Annexure 14 - Reporting of the Conditions of Contract.
- k) All Approved Collection Bins to be exchanged shall be retrieved in accordance with the requirements of Clause 1.15.13 Retrieval and Repair of Approved Recyclables Collection Containers of this, Annexure 19.

1.15.11 Amnesty Period

- a) The Council will permit Owners of Eligible Properties to exchange their allocated Approved Collection Bin during the Amnesty Period without incurring an Exchange Fee. During the Amnesty Period the Contractor shall exchange all Approved Collection Bins as directed by the Council Representative and pursuant to Clause 1.15.10 Exchange of Approved Collection Bins of this, Annexure 19.
- b) The Council will pay the Contractor the Exchange Fee for all Approved Collection Bins exchanged during the Amnesty Period in accordance with the unit rate in the Dayworks Schedule, Clause 14.4, Item 9 of Annexure 2 of the Conditions of Contract.

1.15.12 Maintenance, Repair and Replacement of Approved Recyclables Collection Containers

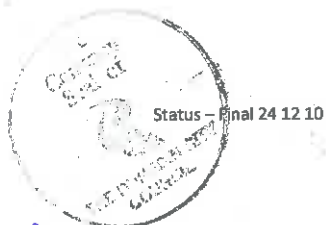
- a) It shall be the responsibility of the Contractor, whether notified by the Council or not, to make good or replace an Approved Recyclables Collection Container with a replacement Approved Recyclables Collection Container, or part thereof, including but not limited to lids, stickers, wheels, axels, hinges and property numbers throughout the Contract Term, whether because of wear and tear, vandalism, theft or any act or event which causes damage to or loss of the Approved Recyclables Collection Container. The rectification,

repair or replacement shall take place within three (3) Business Days of becoming aware of or being notified of the problem by the Council.

- b) If for any reason the Contractor or Approved Subcontractor delivers Approved Recyclables Collection Containers that are damaged or unusable then the Contractor shall be responsible for the replacement of the Approved Recyclables Collection Containers with new Approved Recyclables Collection Containers within three (3) Business Days of being notified by the Council.
- c) The Contractor shall provide a proactive programme which monitors all Approved Recyclables Collection Containers in service and identifies any damage or defects before notification by Customers. This shall be provided in the Quality Management Plan.
- d) The Contractor shall maintain all Approved Recyclables Collection Containers to the standard as shown in the Contractor's Quality Management Plan during the Contract Term. Regular audits shall be undertaken by the Council to ensure that all Approved Recyclables Collection Containers are being maintained by the Contractor to a high standard during the Contract Term. An audit shall be completed by the Council eight (8) weeks prior to the expiry of the Contract Term to ensure that the Approved Recyclables Collection Containers are being maintained to a high service standard to the end of the Contract Term.

1.15.13 Retrieval and Repair of Approved Recyclables Collection Containers

- a) The Contractor shall retrieve an Approved Recyclables Collection Container from an Eligible Property that is no longer required or damaged within three (3) Business Days after being given notice by the Council and either:
 - 1. Repair the Approved Recyclables Collection Container if required and store it at the Contractor's Depot for re-issue to an Eligible Property in accordance with Clause 1.15.12 (b) of this, Annexure 19;
 - 2. If the Approved Recyclables Collection Container is damaged beyond repair, recycle it where practicable; or
 - 3. If the Approved Recyclables Collection Container is damaged beyond repair, dispose of it where a practicable recycling option is not available.
- b) Approved Recyclables Collection Containers that are to be re-issued shall only be re-issued to the same Eligible Property to replace stolen or damaged bins and shall not be issued to new Eligible Properties without prior approval from the Council.
- c) Approved Recyclables Collection Containers to be re-issued to Eligible Properties in accordance to Clause 1.15.10 (b) of this, Annexure 19 and shall be thoroughly cleaned.



1.15.14 Delivery Times

- a) Approved Recyclables Collection Containers shall be delivered between the hours of 7.00 am and 6.00 pm unless otherwise Approved by the Council. The Council will consider a written request from the Contractor for an extension to Delivery Times from 6:00 pm until sunset.

1.15.15 Education Material

- a) The Contractor shall deliver new education material with all new Approved Recyclables Collection Containers. The Council will supply all education material to be delivered with all new Approved Recyclables Collection Containers. All costs associated with the supply of education material in respect of all new Approved Recyclables Collection Containers shall be borne by the Council. The Contractor shall provide to the Council for approval all education material to be supplied and delivered with all Approved Increased Service Level Collection Containers. All costs associated with the supply of education material in respect of Approved Increased Service Level Collection Containers shall be borne by the Contractor.
- b) The Contractor shall maintain a stock of new education material for distribution to new Eligible Properties and to Owners or Occupiers who have lost or did not receive the original education material.
- c) The Council will supply all education material to the Contractor for distribution with all new Approved Recyclables Collection Containers. The Contractor shall request additional stock of educational material from the Council in writing prior to stocks diminishing to a critical level.

1.15.16 Quality Assurance Plan for Approved Recyclables Collection Container Manufacture and Supply

- a) The Contractor shall submit for review a Quality Assurance Plan for the Approved Recyclables Collection Container manufacture and supply one (1) month prior to manufacture of Approved Recyclables Collection Containers commencing.
- b) The Quality Assurance Plan shall provide details on the Contractor's and manufacturer's quality assurance programmes, including test results and warranty details for the Approved Recyclables Collection Containers to ensure consistent product which includes assembly and delivery of the Approved Recyclables Collection Containers.
- c) Representative samples and full details of the Approved Recyclables Collection Containers proposed to be supplied must be identified and approved by the Council prior to the Contractor placing an order for the purchase of Approved Recyclables Collection Containers.
- d) Representative samples of the Approved Recyclables Collection Containers shall be supplied to the Council prior to the delivery of Approved Recyclables Collection

Containers against which the Council will compare the standard and quality of those supplied in bulk.

1.15.17 Approved Collection Container Service Standards

- a) Quality standards for Approved Recyclables Collection Containers shall be as shown in the Quality Management Plan which shall include the specifications as set out in Attachment 6 - Specification for Approved Recyclables Collection Containers.

1.16 Special Requirement Properties

- a) The Council shall provide the Contractor with a Special Requirement Property List at least twelve (12) weeks prior to the Services Commencement Date. All Special Requirement Properties shall receive the Collection Services.
- b) The Contractor shall visit each Special Requirement Property on the Special Requirement Property List to develop an operational plan known as the Special Requirement Property Operational Plan which shall record the following information:
 - 1. Details of collection containers recommended to the Council for approval e.g. size, type, volume, colour etc;
 - 2. The frequency of collection;
 - 3. The means of accessing the property to collect;
 - 4. Whether a collection staff member is required to bring Approved Collection Container/s out to the Kerbside to allow for collection;
 - 5. The normal time and day of collection; and
 - 6. Any special requirements for the property for the provision of the Collection Services.
- c) The Special Requirement Property Operational Plan shall be submitted to the Council Representative for approval eight (8) weeks prior to the Services Commencement Date.
- d) The Contractor shall collect Refuse and Recyclables from Special Requirement Properties in accordance with the Special Requirement Property Operational Plan.
- e) The Contractor shall notify the Owners and/or Occupiers of the Special Requirement Properties of information contained in the Approved Special Requirement Property Operational Plan relating to the Services at least four (4) weeks prior to the Services Commencement Date.
- f) Within the Specified Collection Area are Eligible Properties that, for various reasons, the Contractor shall be required to enter to collect Approved Collection Containers. This shall be termed as On-Property Collections.

- g) The Council will determine which Special Requirement Properties are Approved for On-Property Collections. The Owner and /or Occupier of the Eligible Properties will be required to demonstrate to the Council that an impairment entitles them to qualify for On-Property Collections.
- h) The Council will obtain permission from the Owners and/or Occupiers of Eligible Properties Approved to receive On-Property Collections for the Contractor to enter onto the premises and the Contractor's liaison person shall visit the designated property to arrange with the Owner and/or Occupier the collection location.
- i) For some Special Requirement Properties, the Council may instruct the Contractor to collect Recyclables and Refuse in one Approved Collection Container. As all Eligible Properties in the Specified Collection Area will be charged in their annual rates for receiving a Recyclables Collection Service the Council is obligated to provide such a service. Where an instruction is issued to the Contractor to collect Recyclables and Refuse in one Approved Collection Container the Contractor shall make all reasonable endeavours to ensure that the Recyclables are collected and processed in accordance with the requirements of this Contract.

1.17 Collection of Approved Collection Containers

- a) The Contractor shall collect all Approved Collection Containers in the Specified Collection Area as set out in Attachment 1 – Collection Frequency, Collection Days and Specified Collection Area, Attachment 2 Specified Collection Area and as illustrated in Attachment 3 Specified Collection Area Map(s).
- b) Approved Recyclables Collection Containers will be placed out for collection by Customers on alternate weeks as specified in Clause 1.1.2 Scope of the Services in the Conditions of Contract, while Approved Collection Bags will be placed out for collection by Customers weekly as specified in Clause 1.1.2 Scope of the Services in the Conditions of Contract.

1.18 Placement of Approved Collection Containers

- a) The Council will take all reasonable steps to ensure that all Eligible Properties receive information on the correct placement of Approved Collection Containers. The Contractor shall collect incorrectly placed Approved Collection Containers up to fifteen (15) meters from the Kerbside and shall collect from above ground locations that include but are not limited to the top of electricity meters, wheelie bins and fence posts.
- b) With prior written approval from the Council Representative the Contractor may request in writing to the Owner or Occupier of an Eligible Property that they locate the Approved Collection Containers in the most convenient position for collection. This however is not to compromise any other functional use of the area. Incorrect placement of an Approved Collection Containers shall not relieve the Contractor of its responsibilities under this Contract to make all reasonable endeavours to collect Approved Collection Containers.

- c) The Contractor may be required to bring to the Kerbside for collection any Approved Collection Containers e.g. Multi-dwelling or any other Eligible Property as instructed by the Council, where the Owner or Occupier is unable to place the Approved Collection Containers on the Kerbside for collection.
- d) It is a priority of the Council that the correct procedure for the placement of Approved Recyclables Collection Containers to the Kerbside is followed after emptying has occurred. The Contractor shall provide the Services pursuant to Clause 1.2.1 Provision of Services in the Specifications of this, Annexure 19.
- e) The Contractor shall avoid obstructing the pavement, pedestrian walkways, roads, service roads, driveways, etc.
- f) Should an Owner or Occupier of an Eligible Property place an Approved Collection Container out for collection on the incorrect collection day or week, the Contractor shall not be responsible for its collection or emptying as part of the Services. To the extent reasonably practical, the Contractor shall inform the Owner or Occupier of the Eligible Property the reason why the Approved Collection Container has not been emptied by placing an Approved sticker on the outside of the Approved Collection Container advising that the Approved Collection Container has been put out for collection on the wrong collection day/week.
- g) On-going issues with the placement and presentation of Approved Collection Containers shall be managed in accordance with the Contractor's Operations and Procedures Plan.

1.19 Missed Collections of Approved Collection Containers

- a) Where the Contractor is aware of a missed collection the Contractor shall notify the Council Representative through the Council's Customer Services Department within one (1) hour every time an Approved Collection Container is not collected or emptied and the reason why the missed collection occurred and an estimate of when the missed Approved Collection Container shall be collected or emptied.
- b) Where the Contractor is aware of a missed collection the Contractor shall inform the Council's Customer Service Department within one (1) hour and supply the location, addresses and a timeframe for collection so that Customers can be informed.
- c) The Contractor shall re-perform the Collection Services if the Collection Services have not been performed in accordance with these Specifications. The response time for all service types is two (2) hours on a Collection Day, except rural areas where a four (4) hour response time applies. The response time commences at the time of issue of the RFS from the Council to the Contractor.
- d) The Contractor is not required to collect an Approved Collection Container where Customer/s have placed the Approved Collection Container/s out for collection after the Collection Vehicle has already serviced the street.



- e) If a Customer has missed their collection, they may place their Approved Collection Container/s on the opposite side of the street for collection by the Contractor if the Collection Vehicle has passed their property and still has to service the opposite side of the street.

1.20 Collections of Stolen or Misplaced Approved Collection Containers

- a) In cases where the Contractor believes the Approved Recyclables Collection Container has been stolen or misplaced from another address the Contractor is obliged to collect and empty the Approved Recyclables Collection Container as if it originated from the correct address. The Contractor shall advise the Council Representative where it believes this has occurred.

1.21 Private Lanes and Gated Communities List

- a) A list of the known private lanes and gated communities will be issued to the Contractor by the Council four (4) weeks after the Contract Commencement Date.
- b) The Contractor may enter private lanes and gated communities to provide Collection Services for Eligible Properties subject to the Contractor confirming that the locations are suitable for the Collection Vehicles. The Contractor shall obtain all necessary permissions to enter onto such premises and shall also obtain a signed indemnity form (in the form set out in Attachment 8 – Form of Customer indemnity for Private Premises Access) from the Owners in favor of the Contractor and the Council in relation to all costs losses and damages arising due to the entry by the Contractor onto such premises
- c) Owners that do not agree to special entry requirements will be required to ensure all Approved Collection Containers are placed on the nearest legal road Kerbside or Alternative Kerbside Collection Point specified by the Contractor.

1.22 Prohibited and/or Non Compliant Refuse and Recyclables

- a) Where Prohibited and/or Non Complaint Refuse and/or Recyclables have been put out for collection or noted by the Contractor during collection of an Approved Collection Container, the Contractor shall attach a Prohibited and/or Non Compliant Refuse and/or Recyclables tag/sticker onto the outside of the Approved Collection Container in such a manner that it may be readily removed by the Customer but is sufficiently secure to prevent it being removed by strong winds.
- b) The Approved Prohibited and/or Non Compliant Refuse and/or Recyclables tag/sticker shall be marked with a tick by the Contractor to indicate to the user of the Services why the Approved Collection Container has not been collected.
- c) The Contractor shall contact the Council's Customer Services Department within one (1) hour of any Approved Collection Container that has not been collected due to Prohibited and/or Non Compliant Refuse and/or Recyclables, noting the date, time, reason for non-collection, nature of the Prohibited and/or Non Compliant Refuse and/or Recyclables,

address of the Eligible Property, serial number of the Approved Collection Container, a photograph of the Prohibited and/or Non Compliant Refuse and/or Recyclables and any further details the Contractor deems relevant to assist the Customer Services Department with Customer enquiries.

- d) Where a continued pattern of non-compliance is observed by any Owner or Occupier of an Eligible Property the Contractor shall record details of the street address, date, time(s) and nature of non-compliance, issue a Council Approved non compliance letter to the offending Customer and report these to the Council Representative as part of the monthly reporting requirements pursuant to Annexure 14 – Reporting of the Conditions of Contract.
- e) The Contractor shall submit the proposed design for the Prohibited and/or Non Compliant Refuse and/or Recyclables tag/stickers to the Council for approval by the Contractor's Plan Submittal Date. The Contractor shall provide the Prohibited and/or Non Compliant Refuse and/or Recyclables tags/stickers at no additional cost to the Council throughout the Contract Term.

1.23 Spillage

- a) The intention of this Contract is for the Contractor to provide the Collection Services without the need for the Council to carry out a supplementary cleaning service.
- b) Any Refuse and/or Recyclables or Prohibited and/or Non Compliant Refuse and/or Recyclables spilt due to wind, animals, the activities of the Contractor or other persons or any other reason, shall be removed within a two (2) metre radius of each Approved Collection Container and the area cleaned if necessary by the Contractor. All necessary action to rectify problems with respect to spilt Refuse and/or Recyclables and/or Prohibited and/or Non Compliant Refuse and/or Recyclables shall be undertaken by the Contractor including, liaison with any person or organisation necessary to ensure that spillage is kept to a minimum.
- c) Any Refuse and/ or Recyclables spilt from the Collection Vehicle that the Contractor is aware of shall be cleaned up by the Contractor immediately and the area shall be left clean and free from the spilt Refuse and/or Recyclables.
- d) During the Contract Term the Contractor shall report all instances of illegal litter and/or the illegal dumping of Refuse and/or Recyclables to the Council's RFS system.
- e) No leakage or spillage of Vehicle fluids, including hydraulic oil, diesel shall be permitted from any Plant or Vehicles. The Contractor shall clean up any such leakage or spillage immediately.
- f) The Council will notify the Contractor of any areas that require to be cleaned after either spilt Refuse and/or Recyclables, Prohibited and/or Non Compliant Refuse and/or Recyclables or leakage has been reported as a result of the provision of Services. Should the Contractor fail to clean the affected area within (4) hours after the Council notifies



the Contractor, the Council may arrange for the area to be cleaned and any costs incurred will be recovered from the Contractor as a debt due and owing to the Council.

1.24 Contractor Not to Collect

- a) All Approved Collection Containers presented for collection on the correct Collection Day and at the correct collection times shall be collected and/or emptied, unless the Approved Collection Container is unacceptable for collection/emptying.
- b) An Approved Collection Container shall be unacceptable for collection/emptying if:
 - 1. It contains discernible levels of Prohibited Items and/or Prohibited and/or Non Compliant Refuse and/or Recyclables;
 - 2. It does not comply with applicable Council bylaws and the Approved Recycling Facility and or the Approved Disposal Facility Acceptance Protocols;
 - 3. It is placed out on the wrong Collection Day, or wrong collection week, or at the wrong collection time;
 - 4. It is of excessive weight;
 - 5. It is evident upon inspection that it contains Excessive Contamination;
 - 6. The container is not an Approved Collection Container.

1.25 Recycling Collection Points

- a) The Contractor shall collect Recyclables from Approved Collection Containers from Recycling Collection Points as listed in Attachment 4 - Specified Recycling Collection Points of the Specification of this, Annexure 19. The Council may make additions or deletions to the list of Recycling Collection Points and/or the number of Approved Collection Containers to be serviced in the Specified Collection Area. This shall not constitute a Variation.
- b) The Contractor shall monitor Recycling Collection Points and collect Recyclables from Approved Collection Containers as and when required. The Contractor shall ensure that Approved Collection Containers are serviced at or prior to 75% of each Approved Collection Container capacity being utilised.
- c) The Contractor shall ensure any spillage is removed from a two (2) metre radius of each Approved Collection Container and shall meet the requirements set out in Clause 1.23 Spillage of the Specifications of this, Annexure 19.
- d) The supply and distribution of Approved Collection Containers to Recycling Collection Points is the responsibility of the Council.

1.26 New Collection Service

- a) When the Contractor is given notice by the Council to include any new or additional Eligible Property to the Collection Services, the Contractor shall provide Approved Recyclables Collection Containers to that Eligible Property three (3) Business Days from the receipt of the notice and commence the collection of Refuse and Recyclables on the next Collection Day after the Approved Recyclables Collection Containers have been delivered. Compliance with the Clause shall not constitute a Variation.

1.27 Additional Refuse and Recyclables Collection Services

1.27.1 Dunedin's University Area

- a) Dunedin's University Area is defined as the area which incorporates the residential campus of the Otago University and includes the area bordered by the following:
1. Frederick Street;
 2. London Street;
 3. Constitution Street;
 4. Heriot Row, Park Street;
 5. Queen Street;
 6. Inverleith Street;
 7. George Street;
 8. Opoho Road;
 9. Ramsay Street;
 10. Gladstone Road;
 11. Great King Street;
 12. Duke Street;
 13. Brook Street;
 14. Leith Street;
 15. Dundas Street;
 16. Harbour Terrace; and
 17. Union Street, Anzac Avenue.

- b) Dunedin's University Area's population and demographics are ever changing; consequently Dunedin's University Area requires a special and continuous education effort regarding the Collection Services available in that area.
- c) To assist the Council with its education initiatives the Contractor shall, four (4) times per year, deliver education material to each Eligible Property within Dunedin's University Area.
- d) All education material will be provided by the Council for distribution by the Contractor.
- e) The Contractor shall provide all Eligible Properties within Dunedin's University Area with six (6) additional Refuse and six (6) additional Recyclables Collection Services per year, over and above the weekly collections of Refuse and alternate fortnightly collection of Recyclables using Approved Collection Containers pursuant to Clause 1.1.2 Scope of Services in the Conditions of Contract.
- f) The six (6) additional Refuse and six (6) additional Recyclables Collection Services per year shall be undertaken within Dunedin's University Area on the Wednesday following on from any public holiday that regularly falls on a Monday i.e. Easter Monday, Queens Birthday and Labour Day.
- g) The Council will advise the Contractor at least one (1) week prior to each of the six (6) additional Refuse and six (6) additional Recyclables Collection Services being required.

1.27.2 Student Cleanup Days

- a) Student Cleanup Days allow for University Students within Dunedin's University Area to place Refuse and Recyclables out for collection.
- b) Refuse and Recyclables collected on Student Cleanup Days generally consists of household furniture, general household Refuse and Recyclables, clothing and electrical goods.
- c) Refuse collection tonnages on Student Cleanup Days vary significantly, however the Council estimates the expected tonnage of collected Refuse to be a maximum of 30 tonnes per collection.
- d) The Council shall arrange for the advertising, education and promotion of the Student Cleanup Days. This will be done in conjunction with the University.
- e) The Student Cleanup Day hours of operation shall be between the hours of 10:00 am 5:30 pm.
- f) The Contractor shall allow for three (3) Student Cleanup Days per year for the collection of Refuse and Recyclables. Student Cleanup Days are undertaken on a **Saturday** in the following months:
 - 1. November (students leave at the end of the educational year);

2. February (Following Orientation week); and
3. June (end of June).

or, such alternative days as required by the Council.

- g) The Council will provide the Contractor with specific collection dates within three (3) weeks of the Student Cleanup Day.
- h) The Contractor shall ensure all aspects of Health and Safety compliance are adhered to whilst undertaking the Student Cleanup Day Services.
- i) The Contractor shall maintain records in line with Annexure 15 – Contractor Records of the Conditions of Contract.

1.27.3 Student Glass Collection

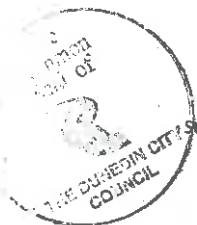
- a) The Council and the Contractor shall monitor and review the collection of glass from within Dunedin's University Area from the Services Commencement Date. Both Parties shall report to the first meeting of the Contract Performance Team on the glass Collection Service provided by the Contractor within Dunedin's University Area and thereafter as required by the Council Representative. The Contractor shall present information on the glass collection Service at the Contract Performance Team meeting that includes, but is not limited to, the quantity of glass collected on each Collection Day, any Health and Safety incidents or concerns, any opportunities that have been identified to improve Customer service levels, increase diversion of glass from landfill, improve value for money or achieve service delivery efficiencies.
- b) The Parties may agree to amend the number of Approved Collection Crates allocated to Eligible Properties within Dunedin's University Area. Other options that may be considered include (without limitation) an increase in the frequency of glass Collection Services, and/or alternative methods for the collection of glass.

1.28 Temporary Services

- a) From time to time, the Council may request the Contractor to provide a temporary Collection Service. The Contractor shall provide the Services on the Collection Day specified by the Council, or when no Collection Day has been specified, no later than the next Collection Day after receipt of the instruction.

1.29 Recyclables

- a) Approved Recyclables are set out in Attachment 7 - Recyclables of the Specifications.
- b) Attachment 7 – Recyclables of the Specifications identifies materials that are classified as Contamination or not wanted items. These materials, when included with collected Recyclables and delivered to the Approved Recycling Facility, potentially diminish the ability of the Recyclables to be handled and processed into a marketable commodity or



increase processing costs to effectively sort the Recyclables. Not wanted items shall be measured by weight and shall be added to the total weight of Contamination.

1.30 Ownership of Refuse and Recyclables

- a) All Recyclables, including glass, collected by the Contractor in the provision of the Collection Services shall be owned by the Contractor once collected.
- b) All Refuse collected by the Contractor shall be owned by the Contractor once collected until delivered by the Contractor to the Approved Disposal Facility. Ownership is transferred to the Approved Disposal Facility Operator on acceptance.
- c) The Contractor shall make any payment to the Approved Recycling Facility Operator for the acceptance of Recyclables delivered by the Contractor for processing.
- d) The Contractor shall make payment to the Approved Disposal Facility Operator for the acceptance of Refuse delivered by the Contractor for disposal.
- e) Any items of value mistakenly disposed of by the depositor, if located, shall be returned to the Owner. The Contractor is not obligated to search for lost items.

1.31 Contamination in Approved Recyclables Collection Containers

- a) It is accepted by the Council that there will always be a level of Contamination in Recyclables collected from Approved Recyclables Collection Containers. It is the Contractor's responsibility to minimise the amount of Contamination collected in Approved Recyclables Collection Containers by developing and maintaining an effective Contamination control programme that shall include, but not be limited to, the following:
 1. Providing Contamination information to the Council Representative in respect of Eligible Properties that put out for collection Approved Recyclables Collection Containers that contain:
 - Visible evidence of Contamination in Approved Recyclables Collection Containers;
 - Visible evidence of Contamination discernible by Collection Vehicle cameras; and
 - Audible evidence of glass Contamination in non-glass Collection Vehicles.
 2. Applying a notice, sticker or tag Approved by the Council to each Approved Recyclables Collection Container that contains or contained evidence of visible or audible Contamination. Any such notice, sticker or tag shall be supplied by the Contractor at the Contractor's expense and Approved by the Council prior to use.
 3. Providing Contamination information to the Council whenever a discernible increase in Contamination is collected on a specified Collection Day and/or from a specified location within the Specified Collection Area based on visual inspection of each Collection Vehicle load dropped off at the Approved Recycling Facility.

4. Providing Contamination information to the Council pursuant to Annexure 14 – Reporting.

- b) Where the Contractor observes a pattern of reoccurring visible or audible Contamination in an Approved Recyclables Collection Container the Contractor shall record all details required by the Council. This includes but is not limited to the serial number of the Approved Recyclables Collection Container, Eligible Property address, date, time(s) and nature of the Contamination. The Contractor shall deliver an Approved Contamination letter provided by the Council to the letter box of the Eligible Property concerned and report the Contamination occurrences along with all of the required information to the Council Representative as part of the monthly reporting requirements.

1.32 Review of Contamination in Approved Recyclables Collection Containers

- a) Procedures for Contamination in Approved Recyclables Collection Containers shall be evaluated and reviewed by the Contractor on an annual basis prior to the anniversary of the Services Commencement Date. The Council Representative and the Approved Recycling Facility Operator shall be consulted during the review process. Any proposed changes to the procedures for Contamination in Approved Recyclables Collection Containers shall be Approved by the Council Representative prior to any changes being implemented.
- b) The Council Representative may direct the Contractor to make any reasonable amendments to the procedures for Contamination in Approved Recyclables Collection Containers that the Council Representative considers appropriate, which may include but is not limited to, the types of materials specified as Contamination, the types of Recyclables collected or the presentation of Recyclables for collection. Any amendments to the procedures directed by the Council Representative shall not constitute a Variation.

1.33 Contamination in Collection Vehicles

1.33.1 Contamination Targets

- a) The amount of Contamination is the weight of Contamination which is measured as a percentage of the total Recyclables collected from Approved Recyclables Collection Containers.
- b) The Contractor shall use all reasonable endeavors to achieve the following Contamination Targets for residual amounts of Contamination in Collection Vehicle loads delivered to the Approved Recycling Facility by utilising inspection and enforcement methodologies by the Collection Vehicle drivers and the Council's Information and Education Plan as set out in Annexure 13 – Council Provision Schedule of the Conditions of Contract.



Contamination in Recyclables Collection Vehicle	Contamination in glass Collection Vehicle
Anniversary Year 1 - less than 4% found in Collection Vehicle	Anniversary Year 1 - less than 1% found in Collection Vehicle
Anniversary Year 2 - less than 3% found in Collection Vehicle	Anniversary Year 2 - 0.5% found in Collection Vehicle
Anniversary Year 3 - less than 2% found in Collection Vehicle	Anniversary Year 3 - 0.3% found in Collection Vehicle

Table 6: Contamination Targets for Recyclables and glass in Collection Vehicles

- c) The methodology for determining the Contractor's performance in achieving the Council's Contamination Targets defined in Table 6 shall be the Contamination Assessment.
- d) The Contractor shall undertake a Contamination Assessment each month and provide the results of the Contamination Assessment to the Council in line with the requirements set out in Annexure 14 - Reporting of the Conditions of Contract.
- e) The Council may request that the Contractor carry out a Contamination Assessment at any time during the Contract Term. The Contractor shall supply the results of the Contamination Assessment to the Council within two (2) Business Days of carrying out the Contamination Assessment.
- f) The Council and the Contractor shall review progress towards the Contamination Targets annually. The Council will endeavor, through education programmes, to assist the Contractor to achieve the Contamination Targets. As part of the annual Contractor performance review an audit may be conducted by the Council to assess progress towards achieving the Contamination Targets.
- g) The Contractor and the Council will meet annually to review the results of Approved Recyclables Collection Container Contamination audits and determine options for improving progress towards achieving the Contamination Targets.

1.33.2 Excessive Contamination

- a) Excessive Contamination means in respect of Collection Vehicle's loads, all materials which are not Recyclables which constitute not less than five percent (5%) by weight for any load or as otherwise agreed between the Parties or amended by Variation from time to time during the Contract Term.

1.34 Collection Density and Quality Management

1.34.1 Glass Collection and Processing

- a) In order to assist the Council achieve the highest standards of quality in collection and processing of Recyclables the Contractor shall ensure that glass remains separate from all other Recyclables in the provision of the Services. For the avoidance of doubt glass shall

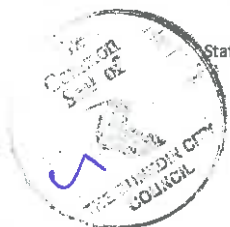
also be collected separately in any Increased Service Levels proposed by the Contractor for approval by the Council.

1.34.2 Protection of Recyclables

- a) The Contractor shall ensure that the quality of Recyclables is not compromised or degraded during:
 - 1. Collection;
 - 2. Transportation, including compaction;
 - 3. Unloading; and
 - 4. Processing at the Approved Recycling Facility.
- b) The Contractor shall:
 - 1. Ensure that all commingled Recyclables collected, transported, unloaded and processed during the provision of the Services are handled in a manner that ensures maximum product quality is maintained and the re-saleable value of commodities is not compromised in any way; and
 - 2. Ensure that all glass collected, transported, unloaded and processed during the provision of the Services is handled in a manner that ensures maximum product quality is maintained by, if required, preventing unreasonable glass breakage so that the re-sale value is not compromised in any way.
- c) The Contractor shall cooperate with the Council throughout the Contract Term to ensure that optimum quality is obtained for all Recyclables collected and processed.

1.34.3 Target Collection Density

- a) The Contractor is required to deliver commingled Recyclables loads that do not exceed the Approved Target Collection Density of:
 - 1. 240 kilograms per cubic meter (kg/m^3) for Recyclables excluding glass; and
 - 2. 650 kilograms per cubic meter (kg/m^3) for glass only.
- b) The Contractor shall determine a methodology for the management of load density by Collection Vehicle drivers to ensure that the Approved Target Collection Densities are achieved.
- c) The Contractor shall ensure that loads of Recyclables (excluding glass) and glass only loads do not exceed the Approved Target Collection Density at any time during the Contract Term.
- d) Optimising the quality and value of Recyclables is one of the fundamental objectives of the Services for the Council. In order to ensure that this objective is achieved the Council



and the Contractor shall regularly review the quality of the Recyclables collected and processed. In order to optimise the quality of the Recyclables collected the Council, in consultation with the Contractor, may agree to increase or decrease the Approved Target Collection Density at any time during the Contract Term. Any such change shall not constitute a Variation.

- e) The Council reserves the right to increase or decrease the Approved Target Collection Density at its sole discretion at any time throughout the Contract Term if the Approved Target Collection Density diminishes the quality or value of the Recyclables collected. Any such change shall not constitute a Variation.

1.34.4 Density Data and Reporting

- a) The Contractor is required to keep data and records of each Recyclables load delivered to the Approved Recycling Facility. If a Collection Vehicle delivering Recyclables exceeds the Approved Target Collection Density, the calculated collection density (in kg/m³) and specific delivery details shall be recorded and reported to the Council as required in Annexure 14 - Reporting of the Conditions of Contract.

1.34.5 Density Performance Measure

- a) The collection density of each Recyclables load delivered to the Approved Recycling Facility shall be calculated by the Approved Recycling Facility Operator. An average monthly collection density shall be calculated based on the heaviest seventy five percent (75%) of loads for the month.
- b) If this average monthly collection density exceeds the Approved Target Collection Density, the Contractor shall pay an Over Compaction Payment to the Council of \$500 for each kg/m³ or part thereof in the month having a collection density above the Approved Target Collection Density. The Over Compaction Payment rate is subject to annual escalation in accordance with the escalation formula set out in Annexure 2 – Schedule of Payments in the Conditions of Contract.

1.34.6 Over Compaction Acceptance Protocol

- a) It is acknowledged by the Council that there will be variance in densities of Recyclables collected and it is expected that all Recyclables loads shall be generally accepted at the Approved Recycling Facility. The acceptance criteria at the Approved Recycling Facility for over compacted materials may be reviewed if there are ongoing issues with over compaction that degrades the overall quality of the Recyclables being delivered.
- b) If it is perceived by the Council that there is damage to Recyclables occurring from over compaction then the load may be subject to rejection or treatment to mitigate any damage that may be caused due to overcompaction. Any costs incurred due to over compaction shall be borne by the Contractor.

1.35 Delivery of Refuse and Recyclables

1.35.1 Delivery of Refuse to the Approved Disposal Facility

- a) The Contractor shall dispose of all Approved Collection Bags collected in the provision of the Services exclusively to the Approved Disposal Facility during the Contract Term, unless otherwise Approved by the Council. The Contractor shall pay the Disposal Fee in full for all Refuse delivered to the Approved Disposal Facility in Approved Collection Bags throughout the Contract Term, unless otherwise Approved by the Council.
- b) The Contractor shall dispose of all Refuse extracted from the Recyclables at the Approved Recycling Facility exclusively to the Approved Disposal Facility until the Fairfield Landfill owned by Transpacific Industries Limited closes, unless otherwise Approved by the Council. The Contractor shall pay the Disposal Fee in full for all Refuse delivered to the Approved Disposal Facility from the Approved Recycling Facility.
- c) The Contractor collects approximately 10,000 tonnes of Refuse per annum from private (non Council owned) residential wheelie bins (Contractor Controlled Residential Refuse) and 7,000 tonnes of Refuse per annum from private (non Council owned) commercial wheelie bins, (Contractor Controlled Commercial Refuse). Of the 7,000 tonnes of Contractor Controlled Commercial Refuse it is expected that up to 2,500 tonnes per annum may be processed as Recyclables at the Approved Recycling Facility.
- d) The Contractor shall dispose of all Contractor Controlled Residential Refuse and Contractor Controlled Commercial Refuse collected from Private Wheelie Bins in Collection Vehicles, exclusively to the Approved Disposal Facility at a discounted rate of twenty percent (20%) of the Disposal Fee, excluding any Central Government levies and/or charges, until the Fairfield Landfill owned by Transpacific Industries Limited closes
- e) Following the closure of the Fairfield Landfill the Council shall cease to apply the discounted rate of twenty percent (20%) to the Disposal Fee at the Approved Disposal Facility and the Contractor shall pay the Disposal Fee in full for disposing of all of the Contractor Controlled Residential Refuse and Contractor Controlled Commercial Refuse collected from Private Wheelie Bins in Collection Vehicles.
- f) The Council will provide the Contractor a discounted rate of twenty percent (20%) of the Disposal Fee, excluding any Central Government levies and/or charges, until the Fairfield Landfill closes for the disposal of Contractor controlled commercial Refuse collected in private collection vehicles should the Contractor dispose of Contractor controlled commercial Refuse collected in private collection vehicles at the Council's Approved Disposal Facility.
- g) Following the closure of the Fairfield Landfill the Council shall cease to apply the discounted rate of twenty percent (20%) to the Disposal Fee at the Approved Disposal Facility for the disposal of Contractor Controlled Residential Refuse and Contractor Controlled Commercial Refuse collected from Private Wheelie Bins in Collection Vehicles and Contractor controlled commercial Refuse collected in private collection vehicles. The



Contractor shall pay the Disposal Fee in full for disposing of all of the Contractor Controlled Residential Refuse and Contractor Controlled Commercial Refuse collected from Private Wheelie Bins in Collection Vehicles and Contractor controlled commercial Refuse collected in private collection vehicles.

- h) The Contractor may enter into negotiations with the market when Fairfield Landfill closes and/or the Disposal Fee at the Approved Disposal Facility increases by more than the escalation index specified in Clause 13, Annexure 2 - Schedule of Payments in any one year for the disposal of Contractor Controlled Residential Refuse and Contractor Controlled Commercial Refuse collected from Private Wheelie Bins, Contractor controlled commercial Refuse collected in private collection vehicles and Refuse from the Approved Recycling Facility.
- i) The Contractor may enter into negotiation with the Council for a reduction to the Disposal Fee following the closure of the Fairfield Landfill for the disposal of Contractor Controlled Residential Refuse and Contractor Controlled Commercial Refuse collected from Private Wheelie Bins in Collection Vehicles, Contractor controlled commercial Refuse collected in private collection vehicles and Refuse from the Approved Recycling Facility. Any decision by the Council to offer the Contractor a decrease in the Disposal Fee shall be at the Council's sole discretion. The outcome of any negotiations pursuant to Clause 1.35.1 Delivery of Refuse to the Approved Disposal Facility of this, Annexure 19 does not absolve the Contractor of any of its obligations under this Contract during the Contract Term.

1.35.2 Approved Disposal Facility Access Agreement

- a) The Contractor shall enter into and comply with the Approved Disposal Facility Access Agreement in accordance with Annexure 17 of the Conditions of Contract.

1.35.3 Obligations of the Contractor

- a) The Contractor shall be responsible for ensuring that all Refuse collected and delivered to the Approved Disposal Facility comply with the requirements of these Specifications and the Approved Disposal Facility Access Agreement as set out in Annexure 17 of the Conditions of Contract.
- b) Annexure 17 of the Conditions of Contract provides Performance Standards for the failure to meet Acceptance Criteria. The Contractor shall ensure that all Contractor's personnel utilised in the provision of the Services comply with the following:
 - 1. Directions of representatives of the Approved Disposal Facility Operator as to the delivery and unloading of Refuse at the Approved Disposal Facility; and
 - 2. Rules and procedures of which written notice has been given to the Contractor by the Approved Disposal Facility Operator (including, without limitation, rules for Health and Safety) while at the Approved Disposal Facility.

1.35.4 Delivery of Recyclables to the Approved Recycling Facility

- a) All Recyclables collected by the Contractor in the provision of the Services shall be delivered to the Approved Recycling Facility. Specific requirements of the Approved Recycling Facility, including parameters specified for the delivery and acceptance of Recyclables to the Approved Recycling Facility and other relevant obligations are detailed in the Approved Recycling Facility Access Agreement in Annexure 16 of the Conditions of Contract.
- b) The Contractor shall collect Recyclables from alternative Council Recyclables collection services such as public place receptacles. The Parties shall agree acceptable contamination limits for such Recyclables, the costs for collecting and processing the Recyclables at the Approved Recycling Facility and any disposal costs incurred for any contamination received.
- c) The Contractor shall accept Recyclables produced by and/or from other Territorial Authorities providing that the Recyclables do not contain discernible levels of contamination and that glass is collected separately. The Council shall be entitled to receive the Recyclables Rebate from the sale of any Recyclables produced by and/or from other Territorial Authorities pursuant to Clause 1.26.15 Recyclables Rebate of the Conditions of Contract.

1.35.5 Approved Recycling Facility Access Agreement

- a) The Contractor shall enter into and comply with the Approved Recycling Facility Access Agreement in accordance with Annexure 16 of the Conditions of Contract.
- b) Where the Approved Recycling Facility Operator is an Approved Subcontractor they shall also enter into and comply with the Approved Recycling Facility Access Agreement set out in Annexure 16 of the Conditions of Contract.

1.35.6 Obligations of the Contractor

- a) The Contractor shall be responsible for ensuring that all Recyclables collected and delivered to the Approved Recycling Facility comply with the requirements of these Specifications and the Approved Recycling Facility Access Agreement as set out in Annexure 16 of the Conditions of Contract.
- b) Annexure 16 of the Conditions of Contract provides Performance Standards for Excessive Contamination and for the failure to meet Acceptance Criteria. The Contractor shall ensure that all Contractor's personnel utilised in the provision of the Services comply with the following:
 - 1. Directions of representatives of the Approved Recycling Facility Operator as to the delivery and unloading of Recyclables at the Approved Recycling Facility; and

2. Rules and procedures of which written notice has been given to the Contractor by the Approved Recycling Facility Operator (including, without limitation, rules for Health and Safety) while at the Approved Recycling Facility.

1.36 Weighing of Refuse and Recyclables

1.36.1 Weighing Procedures

- a) The Contractor shall ensure that all Collection Vehicles delivering Refuse to the Approved Disposal Facility and Recyclables to the Approved Recycling Facility shall be weighed on a calibrated weighbridge on entry prior to unloading and shall be reweighed after unloading prior to departure from the Approved Disposal Facility and Approved Recycling Facility.
- b) If the weighbridge is not available for use, the load weight must be obtained by using a weighbridge at the closest transfer station or other public weighbridge. This shall be carried out at the Contractor's expense.

1.36.2 Weight Records

- a) The Contractor shall obtain from the Approved Disposal Facility and Approved Recycling Facility Operators, weighbridge records for every load of collected Refuse and Recyclables taken to the Approved Disposal Facility and Approved Recycling Facility, as well as any loads that may be rejected from the Approved Disposal Facility and Approved Recycling Facility. The Contractor shall report this information in line with the requirements set out in Annexure 14 - Reporting in the Conditions of Contract.

1.36.3 Variations in Collected Material Mass

- a) Should the weight of collected Recyclables decrease by at least 10% below the previous months total and should the weight of the collected Refuse increase by at least 15% above the previous months total, as determined at the conclusion of each month, the Contractor shall expressly state this in the monthly report to be provided to the Council pursuant to Annexure 14 - Reporting and work with the Council to identify the causes of the variance.

1.37 Delays Unloading

- a) Should there be any delays in unloading Refuse and Recyclables on any Collection Day at the Approved Disposal Facility and/or Approved Recycling Facility the Contractor shall make up lost time and bear any costs incurred. The Contractor shall arrange all required extensions in opening hours with the Approved Disposal Facility Operator and/or Approved Recycling Facility Operator where the delay is caused by the Approved Disposal Facility Operator and/or Approved Recycling Facility Operator.
- b) The Approved Disposal Facility Operator and the Approved Recycling Facility Operator shall be required to extend the acceptance hours, within the conditions of any resource

consents to make up for delays in unloading times that have been caused by the Approved Disposal Facility Operator and/or the Approved Recycling Facility Operator.

- c) The Contractor may establish a system or methodology to monitor unloading times.
- d) The Approved Recycling Facility Operator shall have a minimum of two (2) days capacity on the tipping floor, however for delays that cannot be accommodated by this delay capacity the Contractor in consultation with the Council shall nominate an alternative Approved Recycling Facility where collected Recyclables shall be delivered. The Contractor shall bear all costs incurred as a result of any delays, including the delivery of collected Recyclables to an alternate Approved Recycling Facility within the Dunedin City boundary and any subsequent transport and processing costs incurred as a result of any delay. This will not be treated as a Variation.

1.38 Refuse and Recyclables Acceptance

1.38.1 Refuse Acceptance Protocol

- a) The Refuse Acceptance Protocol is set out in Appendix 1 of Annexure 17 - Approved Disposal Facility Access Agreement in the Conditions of Contract.
- b) The Contractor shall comply with the Refuse Acceptance Protocol at all times during the Contract Term.
- c) The Contractor shall use all reasonable endeavors to collect Refuse that complies with the Refuse Acceptance Protocol.

1.38.2 Refuse Acceptance Protocol Variation

- a) The Refuse Acceptance Protocol may be varied by agreement in conjunction between the Council, the Approved Disposal Facility Operator and the Contractor.
- b) This provision does not limit the Council's rights to institute changes to the Refuse Acceptance Protocol by way of Variation.

1.38.3 Recyclables Acceptance Protocol

- a) The Recyclables Acceptance Protocol is set out in Appendix 1 of Annexure 16 - Approved Recycling Facility Access Agreement in the Conditions of Contract.
- b) The Contractor shall comply with the Recyclables Acceptance Protocol at all times during the Contract Term.
- c) The Contractor shall use all reasonable endeavors to collect Recyclables that comply with the Recyclables Acceptance Protocol.

1.38.4 Recyclables Acceptance Protocol Variation

- a) The Recyclables Acceptance Protocol may be varied by agreement in conjunction between the Council, the Approved Recycling Facility Operator and the Contractor.
- b) This provision does not limit the Council's rights to institute changes to the Recyclables Acceptance Protocol by way of Variation.

1.38.5 Contaminated and Unwanted Material

- a) Attachment 7 - Recyclables, of this Specification identifies materials that are classified as 'Contaminated' or 'Unwanted'. These materials when included with collected Recyclables delivered to the Approved Recycling Facility potentially diminish the ability of the Recyclables to be handled and processed into a marketable commodity or increase processing costs to effectively sort and process the Recyclables. Unwanted materials shall be measured by weight and shall be added to the total weight of Contamination.
- b) The Contractor shall undertake the procedures as provided in the Quality Management Plan to address Contamination matters.

1.38.6 Prohibited Items

- a) Prohibited Items are Prohibited and/or Non-Compliant Refuse and Recyclables and also any material which, in disposal and/or processing, could place the Contractor and/or the Approved Disposal Facility Operator and/or Approved Recycling Facility Operator in breach of any health and safety plans, site license or other regulatory consents applying to the Approved Disposal Facility and/or Approved Recycling Facility.

1.38.7 Liaison Meetings

- a) The Contractor shall attend regular meetings with the Council to consider the implementation of the Acceptance Protocols, quality issues and rejection problems and to seek consensus as to any remedial action required.

1.38.8 Hours of Acceptance for Refuse and Recyclables

- a) The Contractor shall deliver all collected Refuse and Recyclables to the Approved Disposal Facility and Approved Recycling Facility during the specified acceptance hours.
- b) The Contractor shall make arrangements (at the Contractor's cost) with the Approved Disposal Facility Operator and/or the Approved Recycling Facility Operator if the Contractor wishes to deliver collected Refuse and/or Recyclables to the Approved Disposal Facility and/or Approved Recycling Facility outside of the normal acceptance hours.

1.39 Markets for Recyclables

- a) The Contractor, or the Approved Recycling Facility Operator on behalf of the Contractor, shall be solely responsible for finding markets and or end uses for all collected

Recyclables, including glass. As the owner of all collected materials, the Contractor shall pay all charges and costs incurred or associated with the disposal or treatment of any rejected, unsold or unwanted materials at the Approved Disposal Facility.

- b) The Contractor shall maintain records as listed in Annexure 14 – Reporting of the Conditions of Contract of all Recyclables that are delivered to and processed and dispatched at the Approved Recycling Facility. This information shall be made available to the Council upon the Council's request as outlined in the reporting requirements in Annexure 14 – Reporting of the Conditions of Contract.

1.40 Approved Disposal Facility and Approved Recycling Facility

- a) All Refuse collected by the Contractor in the provision of the Services shall be delivered to the Approved Disposal Facility, which is the Dunedin City Council's, Green Island Landfill which is located at Brighton Road, Green Island, Dunedin.
- b) The hours of operation for the Approved Disposal Facility are 8.00 a.m. to 7.00 p.m., - Daylight Saving hours and 8.00 a.m. to 5.30 p.m. winter hours.
- c) The Contractor shall comply with any Approved Disposal Facility Access Agreement and the Refuse Acceptance Protocols for the Approved Disposal Facility as specified in this Contract.
- d) The Contractor shall construct an Approved Recycling Facility to be located at Green Island Landfill, Brighton Road, Green Island, Dunedin.
- e) The Contractor shall be responsible for obtaining all necessary consents for the construction and operation of the Approved Recycling Facility and shall ensure that there is no delay to the Services Commencement Date. The Contractor shall provide an alternative arrangement and contingency plan for the processing and/or storage of Recyclables should the Approved Recycling Facility not be complete for any reason whatsoever prior to the Services Commencement Date and during the Contract Term as outlined in Clause 1.37 (d) Delays Unloading and 1.41 Vehicles, Plant and Equipment of this, Annexure 19.
- f) All Recyclables collected by the Contractor in the provision of the Services shall be delivered to the Approved Recycling Facility. Details of the Approved Recycling Facility are shown in Attachment 9 – Approved Recycling Facility of the Specifications.
- g) The Contractor shall comply with any Approved Recycling Facility Access Agreement and the Recyclables Acceptance Protocols and any Approved Disposal Facility Access Agreement and Refuse Acceptance Protocols as specified in this Contract throughout this Contract Term.

1.41 Vehicles, Plant and Equipment

1.41.1 Vehicles, Plant and Equipment in Good Order



- a) The Contractor shall provide, and maintain throughout the Contract Term, sufficient Vehicles, Plant and Equipment to provide the Services in a thorough, reliable and efficient manner.
- b) The Contractor shall have contingency plans, back-up Vehicles, Plant and Equipment for circumstances where any regular Vehicle, Plant or Equipment is unavailable for providing the Services due to any cause.
- c) The Council reserves the right to inspect any Vehicles, Plant and Equipment used by the Contractor in the provision of the Services, at any time during the Contract Term to satisfy itself that they are being maintained and cleaned in accordance with the Contract.
- d) All Vehicles, Plant and Equipment to be used in the provision of the Services, including Collection Vehicles, shall be new as at the Services Commencement Date, unless otherwise Approved by the Council. Approval by the Council will not be unreasonably withheld.
- e) All Vehicles used in the provision of the Services shall have a valid registration and certificate of fitness at all times.

1.41.2 Sustainable Practices

- a) All Vehicles, Plant and Equipment used in the provision of the Services shall operate efficiently at all times and are to be designed, maintained and operated in a manner to minimise adverse environmental impacts.
- b) All Vehicles, Plant and Equipment used in the provision of the Services shall meet the relevant Sustainability Practices set out in Annexure 7, Clause 2.
- c) Noise and exhaust emission from all Vehicles, Plant and Equipment used in the provision of the Services shall comply with relevant statutory requirements at all times. The Contractor shall supply information to the Council to confirm this compliance as part of the sustainability impacts requirements during the Contract Term.

1.41.3 Cleanliness and Storage of Vehicles

- a) All Vehicles used in the provision of the Services shall be kept in a clean and sanitary condition, with odours minimised at all times.
- b) The Contractor shall ensure that all Collection Vehicles have the outside washed and cleaned once per day.
- c) The Contractor shall ensure that all Collection Vehicles are emptied prior to storage overnight. Under no circumstances is it acceptable for fully or partly loaded Collection Vehicles to be parked overnight without the Council Representatives authorisation.
- d) All Vehicles, Plant and Equipment shall be stored at the end of each day at the Contractor's Depot or a location allowed for by any relevant statute and bylaw.

Collection Vehicles shall not be parked overnight in any public space, including parked on a public road.

1.41.4 Inventory of Plant in Use

- a) On each anniversary of the Services Commencement Date, the Contractor shall prepare, sign and deliver to the Council an inventory of the current Contractor's Vehicles, Plant and Equipment utilised in the provision of the Services. This inventory shall include details of any changes to Collection Vehicles made during the year, including spare Collection Vehicles.

1.41.5 Contractor's Depot

- a) The Contractor shall provide a depot for parking, storage cleaning and servicing of Vehicles, Plant, Approved Collection Containers, machinery and Equipment.
- b) The Contractor shall provide the address and location of the Contractor's Depot for Council approval eight (8) weeks prior to the Service Commencement Date.
- c) The Contractor must, throughout the Contract Term, provide and maintain the Contractor's Depot in:
 - 1. Good repair, order and condition; and
 - 2. A clean, presentable and sanitary state to the reasonable satisfaction of the Council.
- d) The Council Representative may enter the Contractor's Depot during operating hours on any Collection Day to inspect the Contractor's Depot and the Contractor's Vehicles, Plant and Equipment. The Contractor shall provide reasonable assistance to the Council Representative for the purpose of such inspection.

1.41.6 Collection Vehicles

- a) Collection Vehicles shall have mechanical, hydraulic or other devices to allow the Approved Collection Containers to be safely collected and to ensure that the Contractor's personnel mitigate the risk of Refuse and Recyclables being spilt from Approved Collection Containers whilst the Approved Collection Containers are being transferred to the Collection Vehicles. The requirement for mechanical, hydraulic or other devices does not preclude the manual collection of Approved Collection Bags.
- b) The Contractor shall ensure that during the Contract Term Collection Vehicles are appropriate for collection of Refuse and Recyclables from:
 - 1. Approved Collection Bags;
 - 2. Blue 45 litre Approved Collection Crates for the collection of glass only;
 - 3. 240 litre and 80 litre Approved Collection Bins for the collection of commingled Recyclables (excluding glass);

4. Approved Collection Containers at Recycling Collection Points;
 5. Private Wheelie Bins;
 6. Any other collection container/ that have been Approved by Council;
 7. All parts of the Specified Collection Area including areas of restricted access; and
- c) The Contractor shall warrant that the Collection Vehicles used for the Refuse Collection Services shall be suitable for the collection of Refuse from Approved Collection Bins should any legislation require the Council to cease the collection of Refuse using Approved Collection Bags. The use of Approved Collection Bins for the collection of Refuse shall be treated as a Variation.

1.41.7 Use of Collection Vehicles

- a) The Contractor is permitted to use the Collection Vehicles to collect Contractor Controlled Residential Refuse and Contractor Controlled Commercial Refuse from Private Wheelie Bins together with Approved Collection Bags subject to the Contractor:
1. Giving priority to the Council's requirements and its obligations under this Contract at all times; and
 2. Complying with any other reasonable conditions specified by the Council.
- b) The Council reserves the right to restrict the use of Collection Vehicles to the collection of Approved Collection Containers at its sole discretion at any time during the Contract Term.
1. The Contractor is not permitted to use Collection Vehicles for the collection of Recyclables from any collection containers not Approved by the Council.
- c) The Council is not obliged to give its approval.

1.41.8 Collection Vehicle Signage

- a) The Contractor shall ensure that Collection Vehicles are of smart and presentable appearance and promote a highly respected image and reputation of the Council within the community.
- b) Each Collection Vehicle cab and body shall be professionally painted with the Council's livery colours Approved by the Council Representative. The Council will advise details of livery not less than eight (8) weeks prior to the Services Commencement Date.
- c) All Collection Vehicles must be clearly numbered.
- d) All Collection Vehicles used in the provision of the Services shall be fitted with a minimum of two amber or yellow flashing beacons. These should be fitted on the roof of the Collection Vehicle, or some other suitable position Approved by the Council, such that

workers, pedestrians and other road users will have a clear view of them at all times. In addition an RG – 34 KEEP RIGHT sign shall be fitted at the rear of the Collection Vehicle in a visible location, and the Collection Vehicles must be fitted with a rear mounted TW – 34 PASS WITH CARE sign. All signage shall comply with all relevant health and safety provisions and any other legislative provisions governing the use of signage on vehicles.

- e) The Contractor's lettering or logo may appear on the Collection Vehicles at three (3) locations in lettering no taller than 120 mm. The Contractor shall submit the proposed branding to the Council for approval no less than eight (8) weeks prior to the Services Commencement Date.
- f) All costs associated with signage production and installation shall be met by the Contractor.

1.41.9 Collection Vehicle Equipment

- a) The Contractor shall ensure all Collection Vehicles are equipped with:
 - 1. A broom and shovel for removing all spillages;
 - 2. A suitable spillage kit for the containment and removal of oil and other spillages resulting from collection, vehicle malfunction or liquid from the hopper or storage body;
 - 3. Appropriate first aid equipment;
 - 4. Fire extinguisher in accordance with relevant regulations and guidelines;
 - 5. Emergency telephone numbers of the Contractor's Representative as well as the Council's Representative and the Council's emergency contact persons;
 - 6. Writing materials and written instructions including, but not limited to:
 - Emergency procedures;
 - Safety procedures;
 - Operating procedures;
 - Maps and Collection Schedules;
 - A supply of education material, non-compliance notices/stickers and information leaflets that may be issued to Customers; and
 - Any other information and items necessary to enable the Contractor to provide the Services safely, efficiently and effectively in accordance with these Specifications.

1.41.10 Vehicle Safety Equipment

- a) The Collection Vehicles shall have appropriate safety equipment to ensure that the Services are carried out in a safe manner.

- b) Safety features to be included on Collection Vehicles shall include, but are not limited to, appropriate signage, flashing lights and reverse warning devices.
- c) Installation of vehicle safety devices shall be incorporated into the Contractor's Health and Safety Plan.

1.41.11 Collection Vehicle Technology

- a) The Contractor shall install in each Collection Vehicle (together with the installation of all other components required for the efficient operation of each system):
 - 1. A tracking system for all Collection Vehicles which provides actual vehicle locations and vehicle movements to the Contractor's operations office;
 - 2. An Approved Collection Container collection/lift counter with a daily recording device;
 - 3. A data logger system to record (a) and (b) above, as well as to enable issues with presentation to be recorded against an Eligible Property location or address. This information shall be retained for three (3) months and is to be reported to the Council as required in Annexure 14 – Reporting of the Conditions of Contract; and
 - 4. An interface between the Contractor's information system and the Council's information system to enable the Council's Customer Services and the Council Representative and/or other Council employees as required to view Collection Vehicle locations and movements through the respective computer links in the Specified Collection Area.

1.41.12 Communication Equipment

- a) All Collection Vehicles operated by the Contractor in the provision of the Services shall be fitted with an effective communication system for the purposes of effecting control over in service Collection Vehicles. The Contractor shall implement a communication system enabling immediate and effective communication with Collection Vehicles from the Contractor's office.

1.41.13 Vehicle Description and Identification

- a) Not later than two (2) months prior to the Services Commencement Date, the Contractor shall provide to the Council a description of the specific Collection Vehicles to be used in the provision of the Services. Details shall include:
 - 1. The vehicle type and manufacturer's name;
 - 2. Compactor body type, size(s), lifter, and manufacturer's name; and
 - 3. The noise level shown on the noise label attached to the compactor.

- b) At least two (2) weeks prior to the Services Commencement Date, the Contractor shall provide to the Council, the following information on all Collection Vehicles to be used in the provision of the Services:
1. Engine numbers;
 2. Date of manufacture;
 3. Chassis numbers;
 4. Manufacturers' specifications;
 5. Registration numbers; and
 6. Fleet numbers.

1.41.14 Changes to Fleet

- a) Full details of any additions (and deletions) to the Collection Vehicle fleet shall be notified to the Council for approval prior to use of any new Collection Vehicle in the provision of the Services (and/or prior to taking a Collection Vehicle out of service, to the extent practicable). Approval by the Council will not be unreasonably withheld.
- b) All new, replacement or additional Collection Vehicles shall conform to the requirements of this Specification.

1.41.15 Abatement of Noise

- a) In some parts of the Specified Collection Area evening or early morning collections are required. The Contractor shall take all reasonable care to minimise noise arising from Collection Vehicles, Equipment and employees at all times, but particularly during evening or early morning.
- b) The Contractor shall ensure it does not cause any excessive noise from squealing vehicle brakes or any other Plant or Equipment utilised during the provision of the Services. The Contractor shall ensure that no noise, such as radio speakers, is heard outside the confines of the Collection Vehicle cab.
- c) The Contractor shall, on an ongoing basis or when requested by the Council Representative, advise the Council of the noise output of all its Collection Vehicles, Plant and Equipment used in the provision of the Services. The noise levels shall be measured and assessed in accordance with the requirements of "NZS 6801:1991: Measurement of Sound" and "NZS 6802: 1992: Assessment of Sound". The noise shall be measured with a sound level meter complying at least with the international standard IEC 651 (1979) "Sound Level Measures, Type 1".



1.41.16 Standby Plant

- a) The Contractor shall have available at all times sufficient Collection Vehicles to ensure the Services are performed on time and in particular to cover any Vehicle breakdown, malfunctioning or increase in volumes of Recyclables. The Contractor shall provide a contingency plan for the provision of the Services. This should form part of the Operations and Procedures Plan.
- b) The Contractor shall provide a contingency plan for the Mobilisation Services during the Mobilisation Period. This should form part of the Operations and Procedures Plan.
- c) The Contractor shall notify the Council Representative immediately if any delay or anticipated delay in the completion of any part of the Services is likely to occur.

1.41.17 Maintenance of Collection Vehicles

- a) The Contractor shall prepare and implement a Collection Vehicle maintenance programme.
- b) A summary of the maintenance programme shall be submitted to the Council for approval not later than one (1) month prior to the Services Commencement Date.
- c) All Collection Vehicles must:
 - 1. Be operated, maintained and serviced to the manufacturers' manuals, guidelines and specifications;
 - 2. Be maintained in good repair mechanically;
 - 3. Be in a clean, reliable and roadworthy condition;
 - 4. Be of smart and presentable appearance; and
 - 5. Have all required certificates and registrations required to operate on roads.

1.41.18 Transportation of Refuse and Recyclables

- a) All transportation of Refuse and Recyclables and all actions of the Contractor's personnel, agents or Approved Subcontractors in the provision of the Services shall be carried out in compliance with the requirements of all laws relating to the use of vehicles on public roads.
- b) When any Collection Vehicles are passing along roads or left standing in any public place, they shall be secured so as to prevent the escape of any materials or other matter from the vehicle.
- c) Collection Vehicles must not be left standing in such a manner as to cause offence or present a hazard to a member of the public or constitute a nuisance.

1.41.19 Staff

- a) All personnel engaged by the Contractor in the provision of Services must present a clean and tidy appearance at all times.
- b) All personnel visibly identifiable as engaged to provide the Services shall wear at all times a neat, clean and tidy uniform that clearly shows the Council's logo identifying them as a collector of Recyclables under the Contract. The uniform shall also incorporate accepted safety features. The Contractor shall submit the uniform to the Council Representative for approval at least eight (8) weeks prior to the Service Commencement Date. All uniforms shall be provided by the Contractor at no additional cost to the Council.
- c) The Contractor shall only employ persons who are suitably trained and skilled to carry out the required tasks when providing the Services and who hold the appropriate licences, permits and/or qualifications, and who demonstrate competence during the execution of their assigned duties.
- d) All staff employed by the Contractor in the provision of the Services shall act in a proper, orderly and lawful manner in the execution of their duties. The Contractor shall ensure that all members of the public are at all times treated with respect and courtesy in accordance with the Council's Customer Services Guidelines, Standards and Measurements.
- e) The Contractor shall ensure that all staff engaged to provide the Services act in accordance with the values, behaviours and culture of the Council as set out in the Conditions of Contract and these Specifications.
- f) The Contractor shall provide ongoing staff development opportunities, training and waste minimisation education to all employees involved in the provision of the Services.

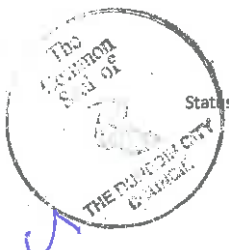
1.41.20 Damage

- a) Any damage caused by the Contractor to any property shall be repaired at no cost to the Council. The Contractor shall inform the Council Representative verbally within one (1) hour of any damage occurring and in writing within twenty four (24) hours.

1.42 Education and Promotion

1.42.1 Education

- a) As part of the public education programme prior to the Services Commencement Date The Contractor shall:
 - 1. Contribute \$5,000, excluding GST towards the public education programme to be carried out by the Council in respect of the Services;
 - 2. Provide an adequate number of competent trained Customer Services personnel to assist the Council with the delivery of its education programme during the



Mobilisation Period and for one (1) month following the Services Commencement Date.

3. Distribute an education and information pack with all new Approved Recyclables Collection Containers during the Mobilisation Services and throughout the Contract Term.

From time to time the Council may require the Contractor to attend public meetings, workshops or regional meetings which shall be undertaken at the Contractors expense.

- b) The Contractor shall actively demonstrate an ongoing commitment to assisting the Council educate Customers in order to achieve minimal levels of Contamination in Approved Recyclables Collection Containers pursuant to Clause 1.31 Contamination in Approved Recyclables Collection Containers of this, Annexure 19.
- c) The Contractor shall supply and distribute Approved Recyclables Collection Containers to Council organised displays and events nominated by the Council, as well as trained personnel to assist the Council in helping the Customers familiarise themselves with the Services.
- d) The Contractor shall actively demonstrate an ongoing commitment to assisting the Council educate Customers in respect of the Services to be provided by the Contractor under the Contract, including but not limited to, educating Customers during site visits to the Approved Recycling Facility throughout the Contract Term.

1.42.2 Promotion

- a) Upon approval of any changes or Variation to the Specified Collection Area, collection times or Collection Days made by the Council, leaflets and brochures may be required to be distributed by the Contractor before any such changes or Variations may commence.
- b) The Contractor shall be responsible for delivering all necessary Approved education and promotion information provided by the Council in relation to the Services.
- c) The content of all education and promotional information and material will be Approved by the Council prior to publication and distribution.
- d) The Contractor shall pay the cost for the distribution of all education and promotional material in the provision of Services.
- e) The Council will advertise Collection Day changes due to public holidays through public notices in its own publications at its own expense.

1.43 Complaints

1.43.1 Complaints Procedure

- a) Should the Contractor receive a complaint direct from a member of the public, that complaint shall be immediately directed to the Council's Customer Services Department.
- b) Complaints received by the Council's RFS operators will be communicated to the Contractor by e-mail.
- c) The Contractor shall respond to, and resolve, all complaints that relate to the Services promptly and sign off each RFS notification by completing and sending a Service Response Report to the Council's Customer Service Department that meets the Council's requirements.
- d) The Contractor shall maintain a record of all complaints received whether received directly or via the Council and the actions taken to remedy any problems identified. Details to be recorded are as follows:
 1. Caller's name, address and telephone number;
 2. Registration of Vehicle;
 3. Date and time the call was received;
 4. Nature of the complaint;
 5. Receiving officer;
 6. Person allocated to remedy the problem;
 7. Date and time problem addressed;
 8. Actions taken; and
 9. Advice to complainant of resolution.
- e) Any complaints received by the Contractor that are not within the scope of the Contract shall be referred to the Council Representative for consideration. The Contractor shall receive all such calls and present a courteous, friendly and positive manner at all times.

1.44 Customer Service Plan

- a) The Contractor shall submit to the Council for approval a detailed Customer Service Plan no later than five (5) months prior to the Services Commencement Date. The Detailed Customer Service Plan shall as a minimum provide the following details:
 1. Contractor's customer service personnel;
 2. Customer service personnel contact details – telephone, facsimile and email;

3. After hours contact persons and contact details;
 4. Outline of how incoming requests are handled, including communication to Approved Subcontractors where applicable and follow-up of matters to a satisfactory conclusion;
 5. Customer service standards;
 6. Performance measurement;
 7. Problem solving procedures;
 8. The day upon which the Collection Service will occur; and
 9. How and where the Customer should place their Approved Collection Containers for collection;
 10. Arrangements for exchanging allocated Approved Collection Bins; and
 11. Arrangements for repair or replacement of existing Approved Recyclables Collection Containers.
- b) Detailed Customer Service Plan shall be reviewed by the Contractor and updated on an annual basis and be submitted to the Council for approval four (4) weeks prior to the anniversary of the Contract Commencement Date each year.
- c) The Contractor may be required by the Council to modify the Customer Services Plan at any other time during the Contract Term where changes in circumstances or procedures have occurred or will occur or to address customer service deficiencies. Any modifications to the Contractor's Customer Service Plan shall be carried out by the Contractor at the Contractor's expense and shall not constitute a Variation.

1.45 Remedial Services

- a) The Contractor shall respond to any request received from the Council and/or the Councils Representative for remedial work in accordance with the response times set out in these Specifications.

ATTACHMENTS

ATTACHMENT 1 – COLLECTION FREQUENCY, COLLECTION DAYS AND SPECIFIED COLLECTION AREA

1. Collection Frequency

The collection frequencies for the Refuse and Recyclables Collection Services are as follows:

Collection Services	Frequency of Collection
Recyclables	1 per fortnight for each Approved Recyclables Collection Container
Refuse	1 per week for Approved Collection Bags

The Contractor shall start the Service in the Specified Collection Area no earlier than 8:00 a.m. each morning and shall complete the Services no later than 7:00 p.m. each evening (subject to any exceptions contained in these Specifications).

2. Collection Days and Specified Collection Area

The Approved Specified Collection Areas and corresponding Collection Days are contained in the following table. Any proposed amendments to the Specified Collection Area and/or Collection Days set out below that are to be implemented by the Contractor on the Services Commencement Date shall be submitted to the Council for approval no later than the Contractor's Plans Submittal Date. Any amendments to the Specified Collection Area and/or Collection Days shall not constitute a Variation.

Collection Day	Specified Collection Area
Monday	University Area, North Dunedin, Opoho, Pinehill, North East Valley, North Coast, Port Chalmers, Sawyers Bay, St Leonards.
Tuesday	Upper Mornington, Roslyn, Maori Hill, Kenmure, Brockville, Waikari, Halfway Bush, Ravensbourne.
Wednesday	Kew, Tainui, Andersons Bay, The Cove, Macandrew Bay - Harwood Peninsula Rd, St Clair, St Kilda.
Thursday	Burnside, Green Island Concord, Abbotsford, Fairfield, Waldronville, Brighton, Mosgiel, Allenton, Outram, Westwood, Wingatui.
Friday	Maryhill, Lower Mornington, Caversham, Corstorphine, South Dunedin.

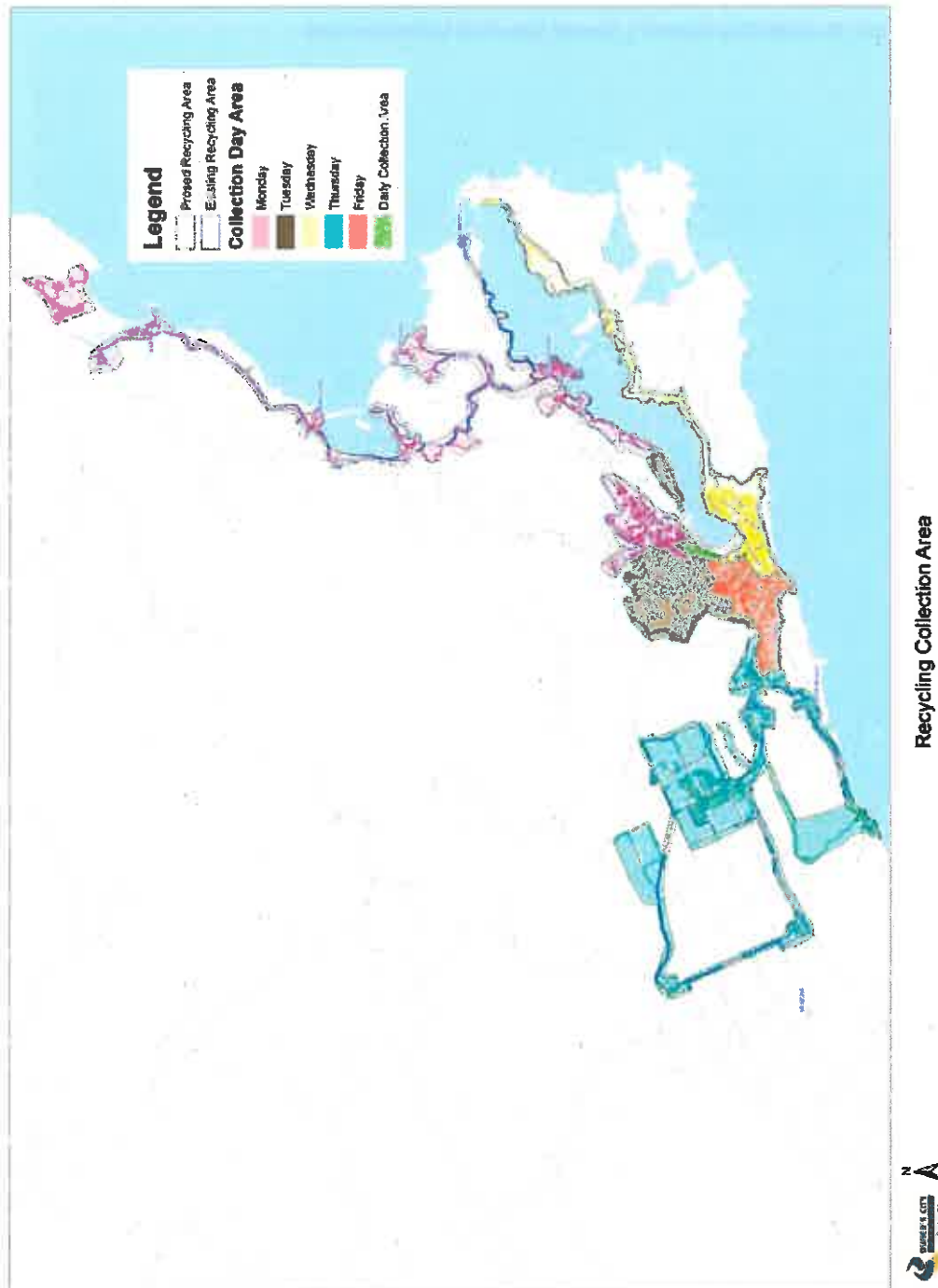
ATTACHMENT 2 – SPECIFIED COLLECTION AREA

The Specified Collection Area includes (without limitation) the following and is illustrated in Attachment 3 – Specified Collection Area Map(s):

Abbotsford;
Allenton;
Andersons Bay;
Brighton;
Brockville;
Burnside;
Caversham;
Corstorphine;
Fairfield;
Green Island Concord;
Halfway Bush;
Kenmure;
Kew;
Lower Morningside;
Macandrew Bay - Harwood Peninsula rd;
Maori Hill;
Maryhill;
Mosgiel;
North Coast;
North Dunedin;
North East Valley;
Opoho;
Outram;
Pinehill;
Port Chalmers;
Ravensbourne;
Roslyn;
Sawyers Bay;
South Dunedin;
St Clair, St Kilda;
St Leonards;
Tainui;
The Cove;
Upper Morningside;
Wakari;
Waldronville;
Westwood; and
Wingatui.

ATTACHMENT 3 – SPECIFIED COLLECTION AREA MAP(S)

- Map 1: Dunedin City Council's Overall Specified Collection Area



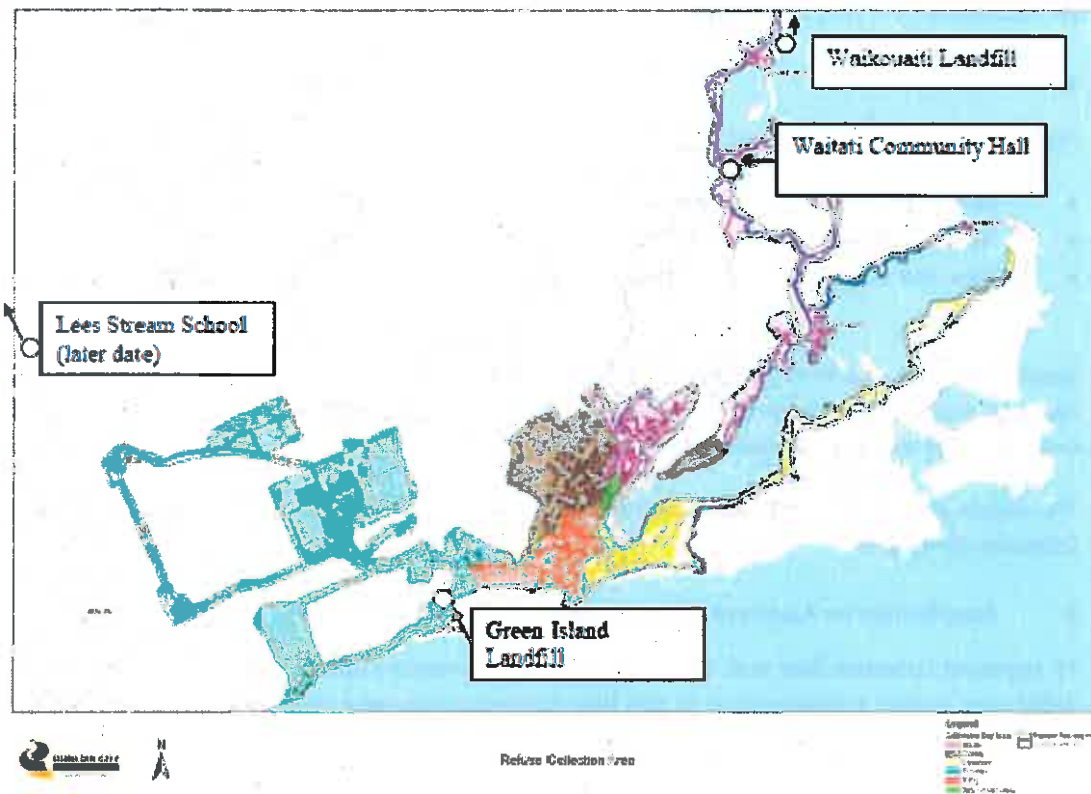
Map 1: Dunedin City Council's Overall Specified Collection Area

ATTACHMENT 4 – SPECIFIED RECYCLING COLLECTION POINTS

	Recycling Collection Points are located at:
1	Green Island Landfill
2	Waikouaiti Landfill
3	Middlemarch
4	Waitati Community Hall

ATTACHMENT 5 – SPECIFIED RECYCLING COLLECTION POINT MAP

- **Map 1: Specified Recycling Collection Points**



ATTACHMENT 6 – SPECIFICATIONS FOR APPROVED RECYCLABLES COLLECTION CONTAINERS

1. General

Approved Recyclables Collection Containers shall consist of the following:

- Existing blue 45 litre Approved Collection Crates for the collection of glass only;
- New blue 45 litre Approved Collection Crates for the collection of glass only;
- New 240 litre and 80 litre Approved Collection Bins for commingled Recyclables (excluding glass).

Specifications for Approved Recyclables Collection Containers as set out in this Schedule shall not apply to existing blue 45 litre Approved Collection Crates and shall apply to all new Approved Collection Bins and new Approved Collection Crates.

The council does not require any RFID tracking tags to be inserted into any Approved Recyclables Collection Containers.

2. Specification for Approved Collection Bins

All Approved Collection Bins shall be manufactured from premium quality, high density polyethylene (HDPE) and contain a mixture of up to 35% New Zealand sourced post production and post consumer HDPE recycled raw material (where practicable).

All Approved Collection Bins shall be certified as manufactured to AS 4123 Mobile Garbage Bins.

Where any variance or difference occurs between any aspect of Attachment 6 - Specification for Approved Collection Bins and AS 4123 Mobile Garbage Bins the Contractor shall notify the Council Representative for approval of any variance or difference prior to the manufacture of any Approved Collection Bins. Where the Contractor is unable to use a minimum of 25% New Zealand sources of post production and post consumer HDPE recycled raw material in the manufacture of the Approved Collection Bins the Contractor shall notify the Council for approval prior to the manufacture of any Approved Collection Bins.

The Approved Collection Bins shall be certified as manufactured to AS 4123 specifications for corrosion testing (6.9.6) and weathering (6.9.7) as follows:

Corrosion Test

The Approved Collection Bin shall be resistant to corrosion. It is the responsibility of the manufacturer to use surface treatments or materials that guarantee this performance.

Weathering

The material tested shall contain all the components added to the plastic at the rate used to mould the container: stabilizer, pigments or colorants, and, if any, fillers, recycled and/or plastics etc. These additives may influence the effects of weathering on the plastic.

The results of weathering on plastic containers shall include:



- a) Loss of strength; and
- b) Changes in colour.

Samples shall be prepared directly from the container or from 3mm \pm 0.2mm thick plaques compression moulded from material taken from the container.

Weathering tests shall be three years of continuous outdoor exposure at Allunga, North Queensland (540 kLa) or 8000 hours artificial (accelerated) weathering test conducted according to ISO 4892-2 and ASTM D2565 utilizing the exposure conditions of ASTM G155-05A Table X31. Cycle 1 with an irradiation rate of 0.35 W/m².

After testing the value of the tensile elongation when tested according to ASTM D638 shall not be below 50% of the initial value.

After exposure, the colour contrast assessed in accordance with ISO 105-B02 shall not exceed level four.

Design Requirements

The Contractor may submit changes to design specifications as set out in this Contract to the Council Representative for approval. The Contractor shall not implement any changes to the design of the Approved Collection Bins without gaining prior written approval from the Council Representative.

Colour

All Approved Collection Bins shall comply with the following:

Body:	Dark Grey
Lid:	Yellow
Heat stamp:	White and Black

The Contractor shall provide the Council Representative with a plastic sample of the colours to be used for the Approved Collection Bins. The Contractor shall receive written approval from the Council Representative confirming the suitability of the colour samples before placing an order for any Approved Collection Bins. The Contractor shall be responsible for ensuring that consistency and continuity of colour is achieved for all Approved Collection Bins during the Contract Term.

Markings

The following information shall be included on the Approved Collection Bins:

On the Lid of the Approved Collection Bin

- Dunedin Council information (heat stamped);
- Δ RECYCLING ONLY Δ (embossed);
- \downarrow This side to road \downarrow (embossed).

On the Underside of the Lid of the Approved Collection Bin

- Education information (Council Approved weather proof sticker).



On the front Body of the Approved Collection Bin

- Dunedin City Council Logo (heat stamped);

On the right hand (from back) of the body of the Approved Collection Bin

- Individual serial number (heat stamped).
- Identification Label including but not limited to:
 - Instructions to leave Approved Collection Bin behind when moving house; and
 - Property Address
 - Collection day/week

All Approved Collection Bins shall also:

- Be extensively tested for strength and durability;
- Show good abrasion and crack resistance; and
- Be resistant to decay, corrosion, frost, UV light and chemicals.

To ensure the quality of the Approved Collection Bins, the manufacturing materials shall not be changed during any production run.

Manufacturer's names and trademarks shall not dominate any aspect of the design of the Approved Collection Bins. All markings and fixings to the Approved Collection Bins shall have a service life of a minimum of six (6) years. The Contractor shall submit to the Council Representative detailed drawings including all markings to be Approved prior to placing any order for any Approved Collection Bins. Without exception all text and logos shall be clearly legible and all letters shall be clearly defined in accordance with any drafts submitted and Approved by the Council. All Approved Collection Bins shall have a permanent individual clearly legible, sequential serial number.

3. Specification for Approved Collection Crates

All Approved Collection Crates shall be manufactured from premium quality, high density polyethylene (HDPE) and contain a mixture of up to 100% New Zealand sourced post production and post consumer HDPE recycled raw material (where practicable). Where the Contractor is unable to use a minimum of 50% New Zealand sources of post production and post consumer HDPE recycled raw material in the manufacture of the Approved Collection Crates the Contractor shall notify the Council for approval prior to the manufacture of any Approved Collection Crates.

All Approved Collection Crates shall be certified as manufactured to AS/NZS 9001-2000 Quality Assurance System as a minimum.

The Approved Collection Crates shall be tested in New Zealand to the AS 4123 Mobile Garbage Bins specifications for corrosion testing (6.9.6) and weathering (6.9.7) as follows:

Corrosion Test

The Approved Collection Crate shall be resistant to corrosion. It is the responsibility of the manufacturer to use surface treatments or materials that guarantee this performance.

Weathering

The material tested shall contain all the components added to the plastic at the rate used to mould the container: stabilizer, pigments or colorants, and, if any, fillers, recycled and/or plastics etc. These additives may influence the effects of weathering on the plastic.

The results of weathering on plastic containers shall include:

- a) Loss of strength; and
- b) Changes in colour.

Samples shall be prepared directly from the container or from 3mm \pm 0.2mm thick plaques compression moulded from material taken from the container.

Weathering tests shall be three years of continuous outdoor exposure at Allunga, North Queensland (540 kLa) or 8000 hours artificial (accelerated) weathering test conducted according to ISO 4892-2 and ASTM D2565 utilizing the exposure conditions of ASTM G155-05A Table X31. Cycle 1 with an irradiation rate of 0.35 W/m² or an equivalent test regime carried out in New Zealand.

After testing the value of the tensile elongation when tested according to ASTM D638 shall not be below 50% of the initial value.

After exposure, the colour contrast assessed in accordance with ISO 105-B02 shall not exceed level four.

Design Requirements

All Approved Collection Crates shall have ergonomically designed handles with a textured comfort grip and have a consistent smooth finish with no sharp edges. All Approved Collection Crates shall have drainage holes at the bottom, be easily stackable and have excellent stability when inverted.

The Contractor may submit changes to design specifications as set out in this Contact to the Council Representative for approval. The Contractor shall not implement any changes to the design of the Approved Collection Crates without gaining prior written approval from the Council Representative.

Colour

All Approved Collection Crates shall comply with the following:

Body:	Dark Blue
Lid:	Yellow
Heat stamp:	White

The Contractor shall provide the Council Representative with a plastic sample of the colours to be used for the Approved Collection Crates. The Contractor shall receive written approval from the Council Representative confirming the suitability of the colour samples before placing an order for any Approved Collection Crates. The Contractor shall be responsible for ensuring that consistency and continuity of colour is achieved for all Approved Collection Crates during the Contract Term.

Markings

The following information shall be included on the Approved Collection Crates:

On the Lid of the Approved Collection Crate

- Dunedin Council information (heat stamped);
- Δ GLASS ONLY Δ (embossed).

On the Underside of the Lid of the Approved Collection Crate

- Education information (Council Approved weather proof sticker).

On the front Body of the Approved Collection Crate

- Dunedin City Council Logo (heat stamped).

On the right hand (from back) of the body of the Approved Collection Crate

- Individual serial number (heat stamped).
- Identification Label including but not limited to:
 - Instructions to leave Approved Collection Crate behind when moving house; and
 - Property Address
 - Collection day/week

All Approved Collection Crates shall also:

- Be extensively tested for strength and durability;
- Show good abrasion and crack resistance; and
- Be resistant to decay, corrosion, frost, UV light and chemicals.

To ensure the quality of the Approved Collection Crates, the manufacturing materials shall not be changed during any production run.

Manufacturer's names and trademarks shall not dominate any aspect of the design of the Approved Collection Crates. All markings and fixings to the Approved Collection Crates shall have a service life of a minimum of six (6) years. The Contractor shall submit to the Council Representative detailed drawings including all markings to be Approved prior to placing any order for any Approved Collection Crates. Without exception all text and logos shall be clearly legible and all letters shall be clearly defined in accordance with any drafts submitted and Approved by the Council. All Approved Collection Crates shall have a permanent individual clearly legible, sequential serial number.

4. Quality Assurance

The Contractor shall provide the following to the Council Representative for approval prior to ordering any Approved Recyclables Collection Containers:

- Manufacturer's guarantee and standards statement;
- Confirmation Approved Collection Bins are manufactured from a minimum of 25% New Zealand sources of post production and post consumer HDPE recycled raw material and that Approved Collection Crates are manufactured from a minimum of 50% New Zealand sources of post production and post consumer HDPE recycled raw material;



- Product design drawings for all proposed collection containers, including dimensions and weights;
- Photographs of proposed containers (if available);
- Polymer colour swatches for the body of proposed Approved Recyclables Collection Containers;
- Polymer colour sample for proposed Approved Recyclables Collection Container lids (where applicable); and
- Proposed heat stamp designs including proposed placement and dimensions.

The Contractor shall notify the Council on every occasion when new batches of Approved Recyclables Collection Containers are received at the Contractor's Depot. The Council reserves the right to undertake an independent audit at any time during the Contract Term to test compliance with the Council's Approved Recyclables Collection Container Specifications.

The Council seeks to provide the community with durable high quality Approved Recyclables Collection Containers with clear legible Service information. Should the Council Representative upon inspection consider that Approved Recyclables Collection Containers and/or components of the Approved Recyclables Collection Containers do not comply with the Council's Approved Recyclables Collection Container Specifications as set out in this Contract the Contractor shall immediately rectify the situation at no additional cost to the Council. This includes non legible heat stamping or printing, no sequential serial number, incorrect information, and/or information not set out as per the design Approved by the Council Representative.

ATTACHMENT 7 – RECYCLABLES

1. Recyclables to be collected

The following table sets out the Recyclables to be collected from Eligible Properties in the provision of the Services within the Specified Collection Area as set out in Attachment 2 Specified Collection Area of this, Annexure 19:

Target Recyclables	Type	Unwanted Material	Contaminated Material
Aluminium and Steel	Cans, clean foil, empty aerosol cans.	<ul style="list-style-type: none"> Aluminium pots, pans, utensils. Bottles with plastic sleeves. Cans still containing solid residue, liquid or food. 	<ul style="list-style-type: none"> Aluminium containing food or liquid residues. Aerosol cans that have not been emptied.
Glass	Bottles and Jars.	<ul style="list-style-type: none"> Drinking glasses. Bottles with plastic sleeves. 	<ul style="list-style-type: none"> Glass containing food residues. Hazardous waste containers. Mirror and window glass, Pyrex glass, ceramics or light bulbs.
Plastic	Plastics displaying the recycling numbers 1- 7.	<ul style="list-style-type: none"> Containers 20 litres and above. Loose plastic bags. 	<ul style="list-style-type: none"> Plastic containing food and/or liquid residues. Plastic containers not displaying recycling numbers 1 – 7. Containers above 20 litres. Hazardous waste containers. No polystyrene, plastic meat trays, or plastic wrap containing recycling numbers 1 -7.
Paper	Newspapers, magazines, envelopes, plain and coloured paper, junk mail, telephone books or note Pads.	<ul style="list-style-type: none"> Multi-material items. 	<ul style="list-style-type: none"> Paper containing food residues. Metal or plastic binding; Disposable coffee cups and tetra packs including milk and

			<p>juice containers.</p> <ul style="list-style-type: none"> Any paper coated in wax, foil or plastic or any other material contaminant. Paper with more than 12% moisture content.
Cardboard	Cereal boxes, loose cardboard and packing boxes.	<ul style="list-style-type: none"> Cardboard collected as part of the Basic Service Level shall be no greater in dimensions than 600 mm by 600 mm by 200 mm (thick). 	<ul style="list-style-type: none"> Cardboard containing food or liquid residues. Wet cardboard.

The Council may make additions or deletions to the table of Recyclables from time to time during the Contract Term. Any modification to the table shall not constitute a Variation.

ATTACHMENT 8 – FORM OF CUSTOMER INDEMNITY FOR PRIVATE PREMISES ACCESS

CONDITIONS FOR SPECIAL COLLECTION SERVICES ON PRIVATE PROPERTY

Property Owner:	
Property Address:	
Property Entitled Premises on the Property (Affected Premises):	
Special Collection Arrangements:	

Background

Dunedin City Council (the Council) provides Kerbside Recycling Collections Services to Eligible Properties throughout Dunedin (Collection Service). The Collection Service requires property Owners to place collection containers at the kerbside of the public road adjacent to the property for collection.

The Property Owner referred to above is the Owner of a property situate on a private access road where placing containers at the kerbside for collection is not practicable and/or convenient to the Occupiers of the Affected Premises.

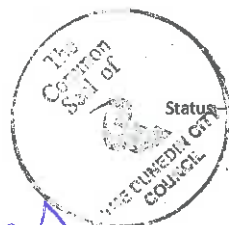
The Property Owner has applied to the Council for Special Collection Arrangements for the provision of the Collection Service for the Affected Premises.

The Council has agreed to provide the Collection Service in accordance with the Special Collection Arrangements on the basis set out in this Agreement.

Agreement

In consideration of the Council agreeing to the Special Collection Arrangements the Property Owner agrees as follows.

1. The Property Owner consents to the Council's Collection Service Contractor's (**Contractor**) personnel entering onto the Property for the purpose of the provision of the Collection Service in accordance with the Special Collection Arrangements.
2. The Property Owner agrees to keep the private access road in good condition so as to enable access by the Collection Service vehicles. The Council reserves the right to suspend the Special Collection Arrangements if the private access road is not suitable for Collection Service vehicle access.
3. The Property Owner releases and holds harmless the Council, the Contractor and the Contractor's personnel from all liability whatsoever arising in relation to the provision of the



Collection Service in accordance with the Special Collection Arrangements. This release shall apply to all losses, costs or damages incurred by the Property Owner or any occupant of Affected Premises arising from the provision of the Services in accordance with the Special Collection Arrangements whether arising due to the negligence, fault or omission of the Council, the Contractor or the Contractor's personnel, excepting only gross negligence or fault.

4. For the purposes of this Agreement:

The **Council** means the Dunedin City Council.

Terms set out in the table above have the meaning indicated in that table.

Dated

Signed for the Property Owner

.....

Signed for the Council

.....

ATTACHMENT 9 – APPROVED RECYCLING FACILITY AND APPROVED DISPOSAL FACILITY

The Approved Recycling Facility is listed below:

Location	Operator	Address	Hours of Operation
Green Island Landfill	Carter Holt Harvey Limited trading as Fullcircle Recycling.	29 Brighton Rd, Green Island	Monday to Friday: 7.00 a.m to 6.00 p.m. Saturday: 8.00 a.m. to 12.00 p.m.
South Dunedin	Mainfreight	4 Strathallan Street	

The Approved Disposal Facility is listed below:

Location	Operator	Address	Hours of Operation
Green Island Landfill	Delta Utility Services Limited	Brighton Road, Green Island	Summer (Daylight saving) Monday to Saturday: 8.00 a.m to 7.00 p.m. Sunday: 9.00 a.m to 7.00 p.m. Winter Monday to Saturday: 8.00 a.m to 5.30 p.m. Sunday: 9.00 a.m to 5.30 p.m.



ATTACHMENT 10 – APPROVED SUBCONTRACTORS

The Approved Subcontractors are listed below:

Approved Sub Contractor	Address	Contact Details	Services to be provided
Carter Holt Harvey Limited Trading as Fullcircle Recycling			Processing of Recyclables
Sulo-Talbot Limited			Supply of Approved Recyclables Collection Containers
Sulo-Talbot Limited			Initial distribution of Approved Collection Bins and Data Services
Midwest Engineering			Specialist truck body maintenance
Scarlett Engineering			Specialist truck body maintenance
LB Engineering			Maintenance of truck body units
Truck Stops			Maintenance of truck cab and chassis
Carters Tyres			Maintenance of tyres
Carter Holt Harvey Limited trading as Fullcircle Recycling			Back up collection services if required

ANNEXURE 20 – REQUEST FOR TENDERS AND HEADS OF AGREEMENT



Status – Final 24 12 10



HEADS OF AGREEMENT

FOR RESIDENTIAL KERBSIDE REFUSE AND RECYCLING COLLECTION AND PROCESSING

Between

The Dunedin City Council: a body duly constituted under the Local Government Act 1974, hereinafter referred to as "the Council".

And

EnviroWaste Services Ltd: a body duly incorporated under the Companies Act 1993 and having its registered office at Auckland, hereinafter referred to as "ESL".

1 BACKGROUND

- 1.1 The Council has undertaken a request for tenders in relation to its Refuse Collection Services Contract 3278 and Residential Kerbside Recycling Collection and Processing Services Contract 3279, as more fully set out in the request for tender documents and the Council's Notices to Tenderers ("the Request for Tenders").
- 1.2 At the conclusion of the tender evaluation process the Council selected ESL as its preferred tenderer and considers that ESL will best achieve the Council's objectives as set out in the Request for Tenders.
- 1.3 The selection of ESL as preferred tenderer has been approved on the basis set out in the following the Council Resolution made on 5 July 2010:
 1. *That the CEO in consultation with the Chairperson of the Infrastructure Services Committee be authorised to conclude tender negotiations with Tenderer B to deliver the new Council kerbside refuse and recycling collection service consisting of;*
 - a) *A weekly collection of user pays 40 litre and 65 litre black bags for residual waste, co-collected with the contractors' private wheelie bins.*
 - b) *A recycling service consisting of:*
 - i. *A fortnightly 240L or 80L wheelie bin service for the collection of mixed recyclables – plastics 1 to 7, cans, paper and cardboard,*
 - ii. *A fortnightly service for the collection of the existing blue crates for glass only (bottles and jars).*
 2. *That the Council approves the CEO negotiating in conjunction with the Chairperson of the Infrastructure Services Committee with the preferred contractor, the ownership and maintenance options for the wheelie bins with a view to providing the best long term benefit to ratepayers.*
 3. *That the new service start in March 2011.*

4. *That the CEO in conjunction with the Chairperson of the Infrastructure Services Committee be authorised to publicly release the information about the new kerbside collection service following substantive conclusion of the tender negotiations.*

1.4 ESL's offer to provide the Council with the services as set out in the Request for Tenders is encompassed in:

- ESL's response to the Request for Tenders dated 28 May 2010;
- ESL's written response to questions from the Council on 18 June 2010 and 2 July 2010;
- An email from Chris Lobb on behalf of ESL dated 28 June 2010;
- Further written responses to questions from the Council for further information on 13 July 2010 along with clarification of this information on 13 July 2010;
- The pricing schedules of 19 July 2010 as referred to in clause 6 herein and as appended to this Heads of Agreement

(collectively "ESL's Offer")

1.5 The Parties have not yet entered into the Contract Agreements as contemplated in the Request for Tenders ("the Contract Agreements"), but in order for ESL to meet the time frames for the Services Commencement Date as set out in this Heads of Agreement, and in particular so that it can order plant, and undertake necessary applications for consents, certainty is required that the Parties will enter into the Contract Agreements.

1.6 The Council therefore proposes to accept ESL's Offer, subject to the terms set out in this Heads of Agreement including the condition that the Parties enter into the Contract Agreements as contemplated in the Request for Tender and as set out herein.

1.7 This Heads of Agreement sets out the basis of the Council's acceptance of ESL's Offer, and notwithstanding that the Parties agree to execute detailed Contract Agreements reflecting the terms herein and the terms contained in the Requests for Tenders (to the extent not modified by ESL's Offer and/or this Heads of Agreement), this Heads of Agreement is intended to be legally binding and represent enforceable obligations as a conditional agreement between the Parties.

2 THE PARTIES AGREE: DEFINITIONS

2.1 In this Heads of Agreement, unless the context otherwise requires the following words shall bear the following meaning:

"Contract Agreements" means as defined in clause 1.5.

"ESL's Offer" means as defined in clause 1.4

"Request for Tender" means as defined in clause 1.1.

"Parties" means the parties to this Heads of Agreement.

"Wheelie Bins" means as defined in clause 5.

2.2 In addition, where terms are defined in the Request for Tenders and used in this Heads of Agreement, they shall be deemed to bear the meaning as defined in the Request for Tenders.

3 STATUS OF AGREEMENT:

3.1 This Heads of Agreement sets out all the matters relating to the Council's acceptance of ESL's Offer that have been agreed between the Parties as at the date of this Heads



of Agreement and in particular the key departures from the Request for Tenders, and is a binding document subject to the condition precedent set out in clause 5.1.

4 PARTNERING APPROACH

4.1 The Parties recognise that while they will enter into a contractual relationship as contemplated in the Contract Agreements and this Heads of Agreement, it is important to develop and maintain a mutually supportive partnering culture in their day to day interactions that fosters the following primary objectives;

1. Ensuring that the processes contemplated in the Contract Agreements operate smoothly;
2. Explore opportunities to deliver mutual benefits to the Parties under the Contract Agreements;
3. Facilitating open 'no surprises' communication; and
4. Facilitating the prompt and constructive resolution of disputes.

5 CONTRACT COMPONENTS

The Council accepts ESL's Offer subject to and conditional upon the entry by the Parties into Contract Agreements as contemplated in the Request for Tenders by 1 October 2010 to include the following terms:

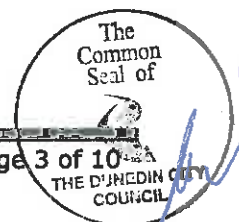
- A combined contract for Refuse Collection Services Contract 3278 and Residential Kerbside Recycling Collection and Processing Services Contract 3279 encompassing the Price Schedules as set out in clause 6 and to be on the terms set out in the Request for Tenders and ESL's offer except to the extent varied by this Heads of Agreement;
- A seven year term with the Services Commencement Date being 28 February 2011;
- Collection of refuse from Approved Collection Bags for Refuse Collection in-conjunction with ESL private wheelie bin Refuse collections (the latter being at ESL's sole cost);
- Collection of Recyclables - Option 3 (as set out in ESL's Offer), 240 litre (with a downsize option to 80 litre) wheelie bins ("the Wheelie Bins") for mixed Recyclable and alternative fortnightly collection using 46/65 litre blue collection crates for the collection of glass.
- The agreed Variable Model for revenue from Recyclables returned to the Council.
- The Council funding purchase of the Wheelie Bins for Option 3.
- A discount rate for disposal of ESL waste to the Council's Green Island Landfill as a percentage of net charges before Government levies and charges, until the Fairfield Landfill closes, as outlined in clause 11.
- The Contractor is responsible at its sole cost for the delivery and ongoing maintenance of wheelie bins for the duration of the Contract Agreements.
- The matters more particularly detailed in clauses 6 to 13.5 herein.

6 PRICE SCHEDULES

Appended to this document

7 CONTRACT AGREEMENTS

7.1 The Contract Agreements will be amended to combine Contracts 3278 and 3279 into one contract. The Council will provide ESL with a draft Contract Agreement, identifying changes made to the base document (which will be Recycle Contract 3279) and Insertions/changes for initial comparison.



8 RECYCLE COLLECTION

8.1 The Council Purchase of Wheelie Bins

The Council will purchase and own the Wheelie Bins to be used in the provision of the Service. ESL shall arrange to procure the Wheelie Bins on behalf of the Council from Sulo Talbot Ltd for the price set out below and deliver the Wheelie Bins to the Eligible Properties as set out in the Request for Tenders. ESL will procure the ongoing supply of Wheelie Bins on behalf of the Council.

[REDACTED]

[REDACTED]

The Wheelie Bins colours are dark green bodies and yellow lids.

8.2 RFID Tags

The Council does not require RFID tags to be inserted into the Wheelie Bins.

8.3 Existing 45 Litre Blue Collection crates

It is acknowledged by the Parties that some of the 45 litre blue collection crates currently used by ratepayers for the collection of Recyclables are in poor condition. There is a nominal 2,790 number listed in the price schedules for annual replacement of 45 litre blue collection crates. If the annual amount to be replaced is trending above 2,790 crates, then the Parties shall investigate options for replacement or possible alternative containers. The Council will encourage the public to purchase new crates as a first option. ESL will procure the ongoing supply of 45 litre blue collection crates on behalf of the Council.

8.4 Additional Glass Crates

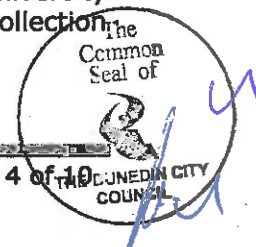
While one collection crate for collection of Recyclables will be suitable for most Eligible Properties, there will be situations where an additional collection crate may be requested. Residents will either purchase the extra crate or be supplied one by the Council, at the Council's discretion. ESL will collect the second collection crate from Eligible Properties at no extra cost (on the basis that no additional resources are required), excluding extra crates at commercial premises. The 65 litre crates that are currently used by some larger households, maybe replaced by the smaller crates. The Council will conduct some tests to confirm the weight of the 65 litre bin with glass in it and determine whether the 65 litre crates will continue to be used or replaced by a 45 litre crate.

8.5 Student Glass Collection

This is an issue that will need to be monitored and reviewed as under clauses 2 and 3 of this agreement. The Council preference is to issue an extra crate as required by residents, before committing to extra collections.

8.6 Student Collections

The Request for Tenders schedule of prices identified item 5 Collection of Recyclables from Dunedin's University Area and Delivery to an Approved Recycling Facility for Processing. This was not included in ESL's Offer as a separate line item, but was recorded in the tender methodology (clause 6.4.4.1, page 6-9) as being included in the collection rates. The final pricing schedule in the Contact Agreements has been revised to show that the 9 University collections are included in the overall collection pricing for the Wheelie Bins and collection crates.



8.7 Changing Bin Sizes

30 November 2010 is the close off date to enable the delivery schedule to be finalised. Between 1 December 2010 and 28 February 2011 changes will be recorded and where possible changed.

8.8 Changeover Fee- Post Service commencement

8.9 Recyclables Rebate

The rebate to be provided shall be the variable model as shown in the attached schedule of prices, invoiced in the monthly contract payments as a credit.

ESL will provide the Council a monthly rebate based upon

- Volumes of recyclables sold in the prior month (i.e. one month lag)
- Market prices are determined from the weighted average market prices achieved in the prior calendar quarter (in US\$ or NZ\$ as applicable)
- The following adjustment to the weighted average market prices achieved will be undertaken
 - Adjustment for exchange rate based upon the arithmetic mean of the last three months average monthly exchange rates as published by the Reserve Bank
 - CHH processing costs and 12 % margin
 - Freight costs
- Multiply the volumes sold in the prior month by the adjusted market prices to calculate the rebate payment due to the Council

8.10 Confirmation of Eligible Properties- in Collections Areas

The Council will confirm the base number of Eligible Properties before the Contract Agreement is signed.

9 MATERIALS RECOVERY FACILITY (MRF)

- 9.1 ESL shall construct a MRF at the proposed Resource Recovery Park which shall be an Approved Recycling Facility and shall ensure that all necessary consents are obtained to ensure that there is no delay to the Services Commencement Date.

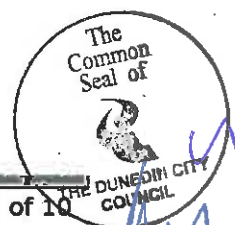
9.2 MRF Waste

The disposal of residual waste from the MRF to the Councils' Green Island Landfill is at the current gate rate of the time, including any levy. (Currently \$101.33 per tonne excluding GST). ESL may negotiate with the market when Fairfield Landfill closes or the predicted gate fees increase by more than CPI in any one year.

9.3 Access to MRF

ESL will accept Recyclables at the MRF collected as part of the Contract Agreement and other Council collection services, e.g. public place receptacles.

Acceptable limits for contamination within these recyclables will be agreed by Parties.



10 REFUSE COLLECTION

10.1 Bag Weights

The Parties will agree on a methodology to determine the weight for the disposal component of the Council Approved Collection Bags that are collected with the Wheelie Bins.

10.2 Bag Numbers

ESL have identified on 18 June 2010, that the Approved Collection Bag starting point needs to be clarified with reference back to the base quantity of bags. [REDACTED]

10.3 Price Adjustment

The disposal gate fee component will be excluded from the price adjustment and the formula in the Contract Agreements will be amended accordingly. [REDACTED]

10.4 Truck fleet

ESL warrants that if Government legislation requires future refuse bin collection instead of bags which are currently used then the current fleet will be able to collect bins instead.

11 REFUSE DISPOSAL

Currently ESL controls approximately 17,000tpa of which approximately 10,000tpa is residential wheelie bins ("ESL Controlled Residential Waste") and 7,000tpa commercial solid waste ("ESL Controlled Commercial Waste"). Of the 7,000 tpa, about 2,500tpa contains recoverable materials that will eventually be processed at the Resource Recovery Park.

ESL will dispose of all ESL Controlled Residential Waste exclusively to the Councils Green Island landfill facility at a discount rate of 20% as a percentage of net charges before Government levies and charges until the Fairfield landfill closes.

The Council will provide ESL a discount rate of 20% as a percentage of net charges before Government levies and charges until the Fairfield landfill closes for the disposal of ESL Controlled Commercial Waste should ESL bring that waste to the Green Island landfill.

ESL may negotiate with the market when Fairfield Landfill closes or the predicted gate fees increase by more than CPI in any one year.

12 KPI ADJUSTMENTS

There is an expectation from the Council that the first three months will be part of the introduction phase and that trends will become settled after six months. The intent of the Council is to monitor and review the KPI's in conjunction with ESL to determine and agree workable and realistic measure to ensure good service is provided to the residents and ratepayers, but to extent the Parties do not agree, the KPI's shall be as set out in the Request for Tenders.

13 GENERAL

13.1 ISO Certification

ESL is not required to be ISO certified, but shall have an equivalent management system in place for Quality, Environmental and Health and Safety.

13.2 Bond

The Bond can be reduced by approximately 5% by not including the disposal component to be charged by the Council.

13.3 Collection Routes

The Council is agreeable to some changes to the collection routes subject to having final approval of the Collection Schedules as set out in the Contract Agreements, along with appropriate media information to notify residents of the proposed changes.

13.4 Extra CBD Drop-off points

The Council may nominate some additional locations for the drop-off of Recyclables

13.5 Back-door service option.

As an option the Council may consider one collection for recycling or refuse and for special cases to go in residual refuse if mixed.

14 PROGRAMME

- 14.1 A project timeline is appended to this Heads of Agreement outlining critical dates and areas of responsibility.

15 PROJECT CONTROL GROUP, IMPLEMENTATION TEAM

- 15.1 The Parties shall constitute a Project Control Group to oversee the entering into of the Contract Agreements, the implementation of the Contract and the ongoing review of the overall supply of services under the Contract Agreements. The Project Control Group will consist of agreed representatives from ESL, at both an executive and local level, and appropriate management staff from the Council.

16 EDUCATION, MARKETING, & COMMUNICATIONS CAMPAIGN

As part of the communications plan to the introduction of Services, it will be necessary to involve various Parties to help establish the public information programme.

ESL will commit staff and resources as outlined on 2 July and as required in the Specification to assist with the public information.

17 ASSIGNMENT

- 17.1 The Parties agree they shall not assign, sub-licence or sub-contract their rights under this Heads of Agreement nor the Contract Agreements without following the terms set out in the Contract Agreements.

18 OTHER CLAUSES

- 18.1 Clauses 3.28 to 3.35 of the Contract Agreements shall apply to this Heads of Agreement as if recorded herein.
- 18.2 For the purposes of clause 3.35.19c) of the Contract Agreement, the Parties' addresses and facsimile numbers for service are until otherwise notified in writing as follows:

EnviroWaste Services Limited
Private Bag 92810
Penrose
Auckland
Email: Kevin.Edgar@envirowaste.co.nz
Attention Kevin Edgar

Dunedin City Council
PO Box 5045
Dunedin 9081
Email: ifeather@dcc.govt.nz
Attention Ian Featherston

This agreement is dated the 21 day of July 2010


SIGNED for and on behalf of
the **DUNEDIN CITY COUNCIL**


Witness to the signature of the
the **DUNEDIN CITY COUNCIL**


SIGNED for and on behalf of
ENVIROWASTE SERVICES LTD

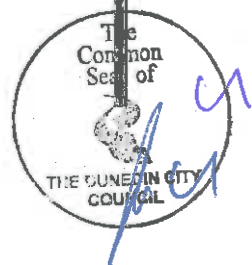
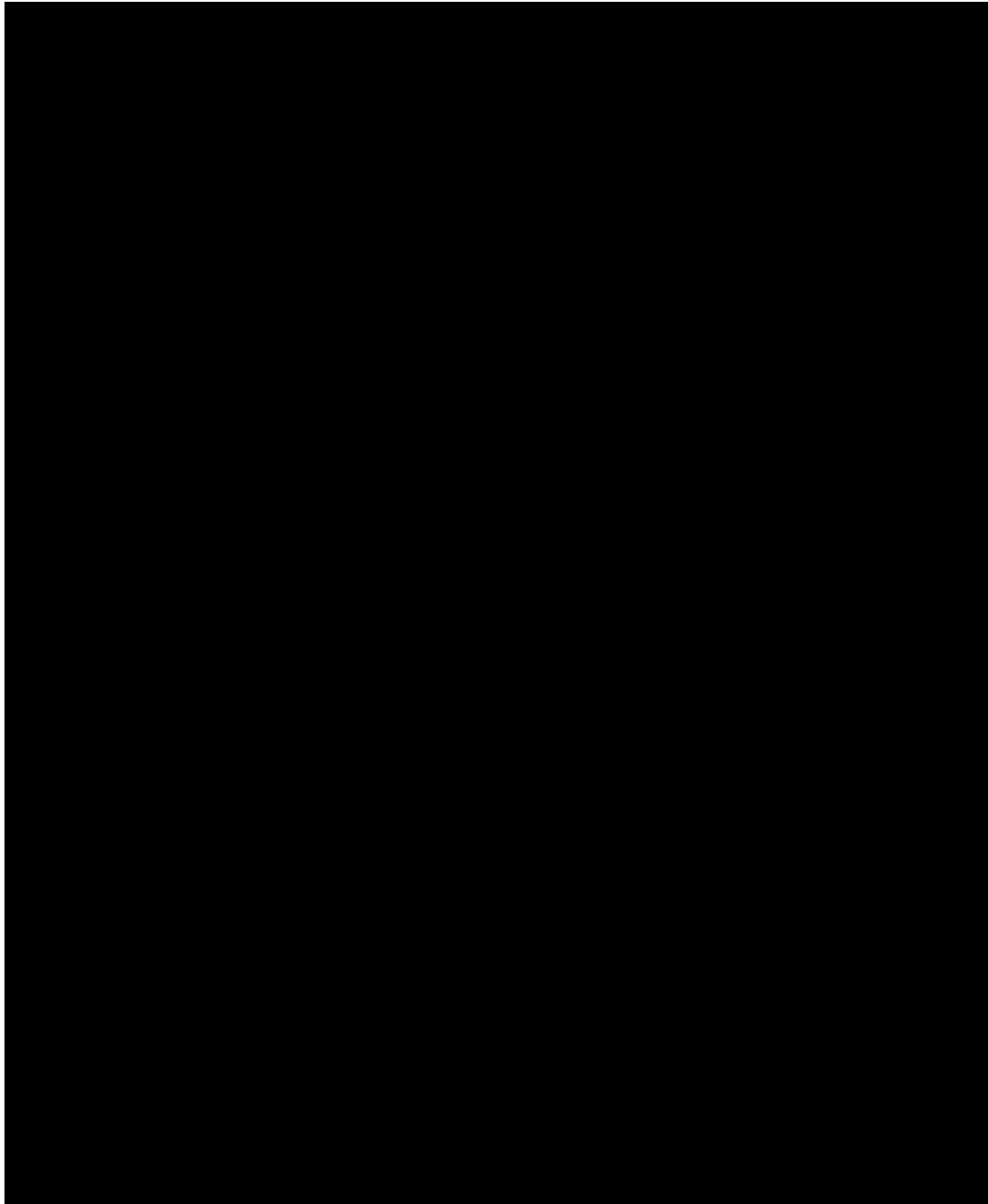
GARY BRIAN SAUNDERS
MANAGING DIRECTOR


Witness to the signature of
ENVIROWASTE SERVICES LTD

Earl Gasparich
Finance Director

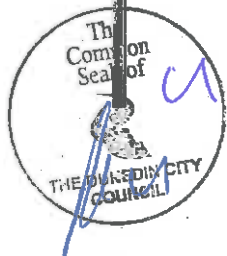
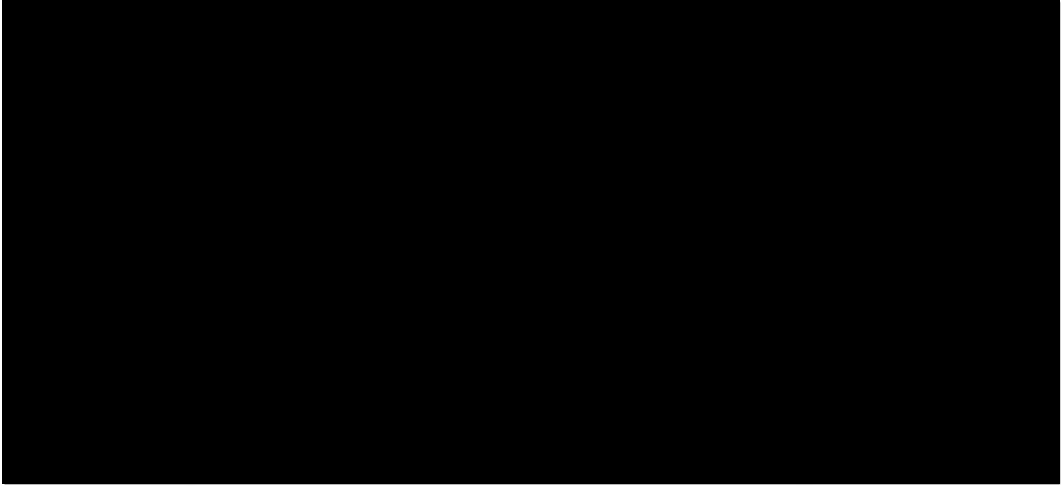


19 July 2010



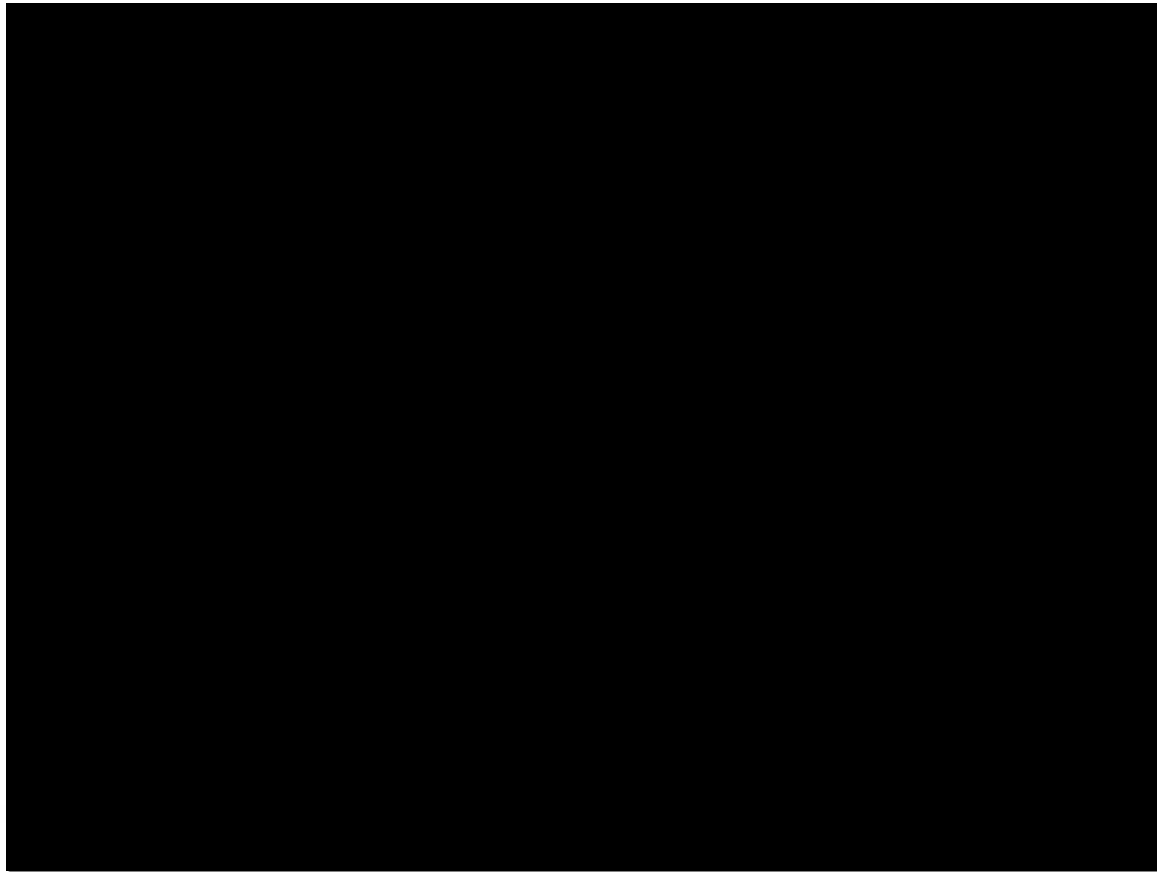
DUNEDIN CITY COUNCIL
Contract 3078: Refuse Collection Services
Section 5: Return Schedules

19 July 2016



DUNEDIN CITY COUNCIL
Contract 3078: Refuse Collection Services
Section 5: Return Schedules

19 July 2010 -



19 July 2010



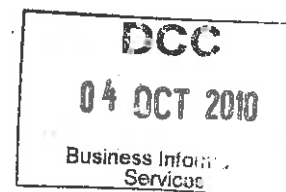
VARIATION TO HEADS OF AGREEMENT

between

Dunedin City Council

and

EnviroWaste Services Limited



ANDERSON LLOYD



Variation To Heads Of Agreement

Date: 26 September

2010

Parties

1. **Dunedin City Council** a body duly constituted under the Local Government Act 1974, hereinafter referred to as the Council
2. **EnviroWaste Services Limited** a body duly incorporated under the Companies Act 1993 and having its registered office at Auckland, herein after referred to as ESL"

Background

- A. The Parties entered into a Heads of Agreement dated 21 July 2010 relating to the Residential Kerbside Refuse and Recycling Collection and Processing Services ("the Heads of Agreement").
- B. Clause 5 of the Heads of Agreement provides that the Council's acceptance of ESL's Offer is subject to and conditional upon the entry by the Parties into Contract Agreements as contemplated in the Request for Tender by 1 October 2010.
- C. The Parties now wish to enter into this Deed to record their agreement to vary clause 5 of the Heads of Agreement.

It is agreed

1. Definitions and Interpretation

- 1.1 Defined terms referred to but not defined in this Deed shall be deemed to have the meaning given to such terms in the Heads of Agreement, unless otherwise stated.

2. Variation

- 2.1 The Parties agree that the date by which the Parties shall enter into the Contract Agreements pursuant to clause 5 of the Heads of Agreement is extended to 1 November 2010, or such other date as agreed by the Parties.
- 2.2 In all other respects the terms of the Heads of Agreement are confirmed and remain valid and binding on the Parties.

Signed by

Signed for and on behalf of the **Dunedin City Council** in the presence of:

PHILIP JAMES HARLAND


Signature of witness

Anthony John Avery
Name of witness

General Manager City Environment
Occupation

PO Box 5045, Dunedin 9058
Address



Signed for and on behalf of EnviroWaste
Services Limited by:



Director's signature

GARY BRIAN SAUNDERS

Director's full name



Signature of Witness

Graham Trevor Jones

Name of Witness

Project Manager

Occupation

Private Bag 9281 Penrose

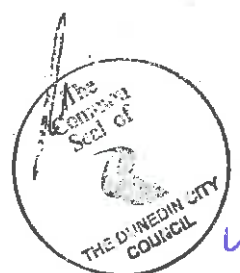
Address



VARIATION AGREEMENT

between
Dunedin City Council
and
EnviroWaste Services Limited

ANDERSON LLOYD



Variation Agreement

Date: *28 October*

2010

Parties

1. **Dunedin City Council** a body duly constituted under the Local Government Act 1974, hereinafter referred to as the Council
2. **EnviroWaste Services Limited** a body duly incorporated under the Companies Act 1993 and having its registered office at Auckland, herein after referred to as ESL."

Background

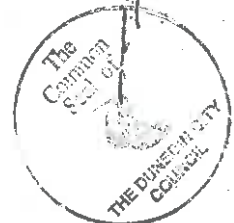
- A. The Parties entered into a Heads of Agreement dated 21 July 2010 relating to the Residential Kerbside Refuse and Recycling Collection and Processing Services ("the Heads of Agreement").
- B. Clause 5 of the Heads of Agreement provides that the Council's acceptance of ESL's Offer is subject to and conditional upon the entry by the Parties into Contract Agreements as contemplated in the Request for Tender by 1 October 2010.
- C. The Parties entered into a Deed dated 24 September 2010 ("Variation to Heads of Agreement") pursuant to which the date referred to in clause 5 of the Heads of Agreement was extended to 1 November 2010.
- D. The Parties now wish to enter into this Deed to record their agreement to vary clause 2.1 of the Variation to Heads of Agreement.

It is agreed

1. **Definitions and Interpretation**
 - 1.1 Defined terms referred to but not defined in this Deed shall be deemed to have the meaning given to such terms in the Heads of Agreement, unless otherwise stated.
2. **Variation**
 - 2.1 The Parties agree that the date by which the Parties shall enter into the Contract Agreements pursuant to clause 5 of the Heads of Agreement, as previously extended pursuant to clause 2.1 of the Variation to Heads of Agreement, is further extended to 19 November 2010, or such other date as agreed by the Parties.
 - 2.2 In all other respects the terms of the Heads of Agreement are confirmed and remain valid and binding on the Parties.



EJB-0238031-104-385-V1:ajb



Signed by

Signed for and on behalf of the Dunedin
City Council in the presence of:

[Signature]

Signature of witness

Tom Featherston

Name of witness

Solid Waste Manager

Occupation

30 The Octagon

Address

Signed for and on behalf of EnviroWaste
Services Limited by:

[Signature]

Director's signature

GARY SAUNDERS

Director's full name

[Signature]

Director's signature

Earl Gumpich

Director's full name



VARIATION AGREEMENT

between
Dunedin City Council
and
EnviroWaste Services Limited

ANDERSON LLOYD



Variation Agreement

Date: 12/11/10

2010

Parties

1. **Dunedin City Council** a body duly constituted under the Local Government Act 1974, hereinafter referred to as the Council
2. **EnviroWaste Services Limited** a body duly incorporated under the Companies Act 1993 and having its registered office at Auckland, herein after referred to as ESL"

Background

- A. The Parties entered into a Heads of Agreement dated 21 July 2010 relating to the Residential Kerbside Refuse and Recycling Collection and Processing Services ("the Heads of Agreement").
- B. Clause 5 of the Heads of Agreement provides that the Council's acceptance of ESL's Offer is subject to and conditional upon the entry by the Parties into Contract Agreements as contemplated in the Request for Tender by 1 October 2010.
- C. The Parties entered into a deed dated 24 September 2010 ("Variation to Heads of Agreement") pursuant to which the date referred to in clause 5 of the Heads of Agreement was extended to 1 November 2010.
- D. The Parties entered into a second deed dated 29 October 2010 ("First Variation Agreement") pursuant to which the date referred to in clause 2.1 of the Variation to Heads of Agreement was extended to 19 November 2010.
- E. The Parties now wish to enter into this Deed to record their agreement to vary clause 2.1 of the First Variation Agreement.

It is agreed

1. **Definitions and Interpretation**
 - 1.1 Defined terms referred to but not defined in this Deed shall be deemed to have the meaning given to such terms in the Heads of Agreement, unless otherwise stated.
2. **Variation**
 - 2.1 The Parties agree that the date by which the Parties shall enter into the Contract Agreements pursuant to clause 5 of the Heads of Agreement, as previously extended pursuant to clause 2.1 of the Variation to Heads of Agreement and further extended pursuant to clause 2.1 of the First Variation Agreement, is further extended to 3 December 2010, or such other date as agreed by the Parties.
 - 2.2 In all other respects the terms of the Heads of Agreement are confirmed and remain valid and binding on the Parties.



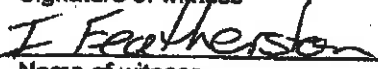
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Signed by

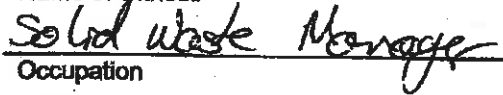
Signed for and on behalf of the Dunedin
City Council in the presence of:



Signature of witness



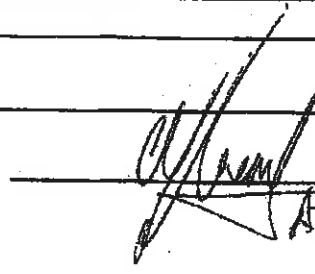
Name of witness



Occupation



Address


Acting Chief Executive

Signed for and on behalf of EnviroWaste
Services Limited by:



Director's signature



Director's full name



Director's signature



Director's full name

VARIATION AGREEMENT

between

Dunedin City Council

and

EnviroWaste Services Limited



Variation Agreement

Date: 2 December 2010

Parties

1. **Dunedin City Council** a body duly constituted under the Local Government Act 1974, hereinafter referred to as the Council
2. **EnviroWaste Services Limited** a body duly incorporated under the Companies Act 1993 and having its registered office at Auckland, herein after referred to as ESL*

Background

- A. The Parties entered into a Heads of Agreement dated 21 July 2010 relating to the Residential Kerbside Refuse and Recycling Collection and Processing Services ("the Heads of Agreement").
- B. Clause 5 of the Heads of Agreement provides that the Council's acceptance of ESL's Offer is subject to and conditional upon the entry by the Parties into Contract Agreements as contemplated in the Request for Tender by 1 October 2010.
- C. The Parties entered into a deed dated 24 September 2010 ("Variation to Heads of Agreement") pursuant to which the date referred to in clause 5 of the Heads of Agreement was extended to 1 November 2010.
- D. The Parties entered into a second deed dated 29 October 2010 ("First Variation Agreement") pursuant to which the date referred to in clause 2.1 of the Variation to Heads of Agreement was extended to 19 November 2010.
- E. The Parties entered into a third deed dated 18 November 2010 ("Second Variation Agreement") pursuant to which the date referred to in clause 2.1 of the First Variation Agreement was extended to 3 December 2010.
- F. The Parties now wish to enter into this Deed to record their agreement to vary clause 2.1 of the Second Variation Agreement.

It is agreed

1. Definitions and Interpretation

- 1.1 Defined terms referred to but not defined in this Deed shall be deemed to have the meaning given to such terms in the Heads of Agreement, unless otherwise stated.

2. Variation

- 2.1 The Parties agree that the date by which the Parties shall enter into the Contract Agreements pursuant to clause 5 of the Heads of Agreement, as previously extended pursuant to clause 2.1 of the Variation to Heads of Agreement, as further extended pursuant to clause 2.1 of the First Variation Agreement, and as further extended pursuant to clause 2.1 of the Second Variation Agreement, is further extended to 10 December 2010, or such other date as agreed by the Parties.
- 2.2 In all other respects the terms of the Heads of Agreement are confirmed and remain valid and binding on the Parties.



EJB-0238031-104-476-V1.1

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Signed by

Philip James Hayward

Signed for and on behalf of the Dunedin
City Council in the presence of:

Signature of witness

Ian Featherston

Name of witness

Solid Waste Manager

Occupation

DCC

Address

Signed for and on behalf of EnviroWaste
Services Limited by:

Director's signature



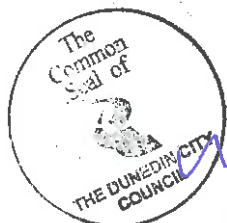
Director's full name

GARY SANDERS

Director's signature

Earl Gasparich

Director's full name



VARIATION AGREEMENT

between

Dunedin City Council

and

EnviroWaste Services Limited

ANDERSON LLOYD



Variation Agreement

Date: 10 December 2010

Parties

1. **Dunedin City Council** a body duly constituted under the Local Government Act 1974, hereinafter referred to as the Council
2. **EnviroWaste Services Limited** a body duly incorporated under the Companies Act 1993 and having its registered office at Auckland, herein after referred to as ESL"

Background

- A. The Parties entered into a Heads of Agreement dated 21 July 2010 relating to the Residential Kerbside Refuse and Recycling Collection and Processing Services ("the Heads of Agreement").
- B. Clause 5 of the Heads of Agreement provides that the Council's acceptance of ESL's Offer is subject to and conditional upon the entry by the Parties into Contract Agreements as contemplated in the Request for Tender by 1 October 2010.
- C. The Parties entered into a deed dated 24 September 2010 ("Variation to Heads of Agreement") pursuant to which the date referred to in clause 5 of the Heads of Agreement was extended to 1 November 2010.
- D. The Parties entered into a second deed dated 29 October 2010 ("First Variation Agreement") pursuant to which the date referred to in clause 2.1 of the Variation to Heads of Agreement was extended to 19 November 2010.
- E. The Parties entered into a third deed dated 18 November 2010 ("Second Variation Agreement") pursuant to which the date referred to in clause 2.1 of the First Variation Agreement was extended to 3 December 2010.
- F. The Parties entered into a fourth deed dated 2 December 2010 ("Third Variation Agreement") pursuant to which the date referred to in clause 2.1 of the Second Variation Agreement was extended to 10 December 2010.
- G. The Parties now wish to enter into this Deed to record their agreement to vary clause 2.1 of the Third Variation Agreement.

It is agreed

1. **Definitions and Interpretation**
 - 1.1 Defined terms referred to but not defined in this Deed shall be deemed to have the meaning given to such terms in the Heads of Agreement, unless otherwise stated.
2. **Variation**
 - 2.1 The Parties agree that the date by which the Parties shall enter into the Contract Agreements pursuant to clause 5 of the Heads of Agreement, as previously extended pursuant to clause 2.1 of the Variation to Heads of Agreement, as further extended pursuant to clause 2.1 of the First Variation Agreement, as further extended pursuant to clause 2.1 of the Second Variation Agreement, and as further extended pursuant to clause 2.1 of the Third Variation Agreement, is further extended to 24 December 2010, or such other date as agreed by the Parties.



EJB-0238031-104-550-V1.ejb

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2.2 In all other respects the terms of the Heads of Agreement are confirmed and remain valid and binding on the Parties.

Signed by

Signed for and on behalf of the Dunedin
City Council in the presence of:

Signature of witness

Name of witness

Occupation

Address

Signed for and on behalf of EnviroWaste
Services Limited by:

Director's signature

Director's full name

Director's signature

Director's full name



Ian Featherston

From: Lobb, Chris - EnviroWaste Corporate [Chris.Lobb@envirowaste.co.nz]
Sent: Wednesday, 28 July 2010 04:44 p.m.
To: Ian Featherston
Cc: Gasparich, Earl - EnviroWaste Corporate; Jones, Graham - EnviroWaste Corporate; Edgar, Kevin - EnviroWaste Dunedin
Subject: EnviroWaste Insurance requirements for Dunedin City Council
Importance: High
Attachments: Envirowaste Ltd CMV Cert Rnwl 2010 - 2011.pdf; Envirowaste Ltd GL Cert Rnwl 2010 - 2011.pdf; Envirowaste Ltd MDBI Cert Rnwl 2010 - 2011.pdf

Hi Ian,

Please find attached insurance certificates with DCC named as a co-insured party.

Kind regards,
Christopher Lobb
General Manager - Municipal Collections
EnviroWaste Services Ltd

EnviroWaste

Telephone +64 9 636 0350

Facsimile +64 9 636 0351

Mobile 0274 84 85 44

www.envirowaste.co.nz

EnviroWaste is a leader in the provision of environmentally responsible waste services, operating a diverse network of waste collection, processing, recovery and disposal facilities throughout New Zealand.

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Please consider the environment before printing this e-mail

This message was sent by or on behalf of Marsh Ltd and contains information, including any attachments, that may be privileged and/or confidential. If you are not the intended recipient, please delete the



23/12/2010

Certificate of Insurance**To Whom It May Concern:**

We, the Insurer to **EnviroWaste Limited** and its subsidiary companies confirm General Liability Insurance is in force as follows:

The Insured: **EnviroWaste Limited** and its subsidiary companies

Additional Insured: **Dunedin City Council** in respect of their vicarious liability as principals in contract and arising out of the performance of work by **EnviroWay Limited** to the extent required by such contract, but limited always to the coverage provided by the Policy.

The Insurer: American Home Assurance Company trading in New Zealand as Chartis

Policy Period: 31 May 2010 to 31 May 2011 at 4.00pm

Policy Number: PEL 9481

Policy Limits: [REDACTED]

The Insurance granted by this certificate is subject to the terms, exceptions, conditions and warranties of Public Liability Policy Number PEL 9481 held by the American Home Assurance Company trading as Chartis in the name of **EnviroWaste Limited**. This insurance is also subject to any modifications made by endorsement to the above mentioned policy at any time during the period of insurance as detailed above.



Ron Curin
Signed and agreed by the Insurer
On 27 July 2010

Head Office
Level 23, A&Z Centre
23 Albert Street
PO Box 1745, Shortland Street
Auckland 1140
New Zealand
+64 9 355 3100 Telephone
+64 9 355 3135 Facsimile
www.chartisinsurance.co.nz



Confirmation of cover



PO Box 11449, Ellerslie, Auckland

This is to certify the currency and coverage of the below mentioned insurances and to confirm they will remain in force during the period of insurance stated below, unless cancelled in accordance with the relevant cancellation conditions.

Date: 28/07/2010
Client: EnviroWaste Services Ltd and/or Dunedin City Council
Policy No: 4007901
Insurer: Zurich New Zealand
Period of Insurance: From 28 February 2011 to 4:00pm Tuesday, 31 May 2011
Situation: Anywhere in New Zealand
Conditions: This policy is issued subject standard market conditions and exceptions.
Other Conditions: Waste and Refuse Collection Extension:
The Mobile Plant exclusion shall not apply to any liability incurred through the use of the hydraulic arm which forms part of any insured vehicle for the purpose of collecting waste bins
Vehicle(s) insured: The policy covers all vehicles owned and operated by the insured, including the schedule of vehicles declared by the client.
Basis of settlement: Market value
Third Party Liability: [REDACTED]
Signed


Mike Poole
Country Manager of Zurich New Zealand





CERTIFICATE OF CURRENCY

This is to certify that a contract of Insurance has been arranged as described below.

THE SCHEDULE

The Insured	Envirowaste Limited
Policy No	99 - 2785672 - ISR
Type of Cover	Material Damage and Business Interruption
Insurer/Proportion	Zurich Insurance
Period of Insurance	30 June 2010 to 30 June 2011
Interested Party	Dunedin City Council in respect of Dunedin City Council Kerbside collection and processing of recyclables contract
Situation of Risk	Any situation or other place, including mobile plant at contract Sites anywhere in New Zealand
Sum Insured	

This Certificate is issued in lieu of the Policy and it hereby grants insurance as detailed above. This insurance is subject to the terms, exceptions, conditions and warranties of the Company's standard form of policy specified as modified by the endorsement's and clauses attached or specified hereon, and any extensions detailed hereon, if not attached, a copy of such policy is available at the Company's above branch office.

SIGNED



DATED: 23 July 2010

Zurich Australian Insurance Ltd, trading as Zurich New Zealand

P O Box 497, Shortland Street, Auckland 1010, New Zealand

