

SCHEDULE 6 - CALL-OFF CONTRACT TEMPLATE

Framework Number: Task 1 GLA 80927 Lot 1
Call-Off Contract Number: 1

THIS CALL-OFF CONTRACT is made the 3rd day of April 2017

BETWEEN:

- (1) The Greater London Authority (GLA) (“the Authority”); and
- (2) **McGrath Bros (Waste Services) Limited**, a company registered in England and Wales (Company Registration Number 1600851) whose registered office is at McGrath House, Hepscott Road, London, E9 5HH (“the Service Provider”).

RECITALS:

- A. The Contracting Authority and the Service Provider entered into an agreement dated 20.3.2017 which sets out the framework for the Service Provider to provide certain Services to the Contracting Authority or the Authority (“the Agreement”).
- B. The Authority wishes the Service Provider to provide the specific Services described in this Call-Off Contract pursuant to the terms of the Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Services on those terms and conditions set out in the Call-Off Contract.

THE PARTIES AGREE THAT:

1. **CALL-OFF CONTRACT**
 - 1.1 The terms and conditions of the Agreement shall be incorporated into this Call-Off Contract.
 - 1.2 In this Call-Off Contract the words and expressions defined in the Agreement shall, except where the context requires otherwise, have the meanings given in the Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.
2. **SERVICES**
 - 2.1 The Services to be performed by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.

- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about the Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.
- 2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing and the Service Provider must pay liquidated damages in accordance with the Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to Clause 4.2 of the Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with the Agreement.

4. CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

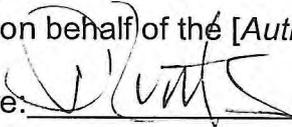
The Authority's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of the [Authority]

Signature:



Name:

David Luby

Title:

Executive Director, Housing & Land

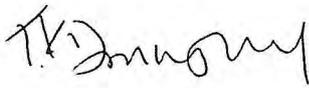
Date:

31/05/2017

SIGNED

For and on behalf of [the Service Provider]

Signature:



Name:

TARA DONAGHY

Title:

BUSINESS DIRECTOR

Date:

29TH MARCH 2017

Attachment 1

[To be completed by the Authority]

1. Services to be provided

The Services: Removal and Disposal of the Fly Tipped Material

1. Introduction – Waste Locations and Types of Waste Material

GLA Land and Property Limited (GLAP) is the GLA's (Mayor of London's) land and property holding company and will manage the contract on behalf of the GLA.

Fly tipped material has accumulated on a number of GLA owned sites and more recently a considerable amount of fly tipped material has been illegally deposited by professional fly tippers.

At present the fly tipped material for removal and disposal is located on the sites listed below, however bidders are asked to note that this tender is not limited to these sites as further fly tipping may occur on other GLA land before the appointment of a contractor: The winning bidder will be responsible when instructed for the safe removal of waste identified below, in addition to any future sites which GLAP Identifies.

LOCATION	PLOT - address	ACCESSED FROM	GENERAL DETAILS
Stephenson Street	Canning Town LB Newham	Stephenson Street	Mixed waste including household, plastic, metal, rubber etc.
Plot 8, Dock Road	Thames Wharf LB Newham	Dock Road	Tromelled residual waste processed for land fill and 1 caravan and 1 container
Gate 53, Dock Road	Thames wharf LB Newham	Dock Road	Hazardous waste, fuel tanks, tyres, gas bottles, household, fridges, wheely bins and small container
LSIP North	Western boundary of Plot 1 LSIP, off Reef Street, off Choats Road, Dagenham Dock RM9	off Reef Street (then over 'made up' land to south west corner of Plot 1)	Old and worn tyres of varying sizes (from commercial vehicles) and other solid waste.

LSIP North	Between Southern boundary of Plot 1 LSIP and Acorn Skips' yard (on the western side of Reef Street), off Reef Street, off Choats Road, Dagenham Dock RM9	off Reef Street	Compacted waste on slightly raised ('domed') land in front of access to Plot 1 LSIP.
LSIP North	<i>Within</i> the earth of the plot 'isolation bund' at the entrance to Plot 1 LSIP, off Reef Street, off Choats Road, Dagenham Dock RM9	off Reef Street	Extraneous bits of metal and large concrete stone.
LSIP South	Plot 7B LSIP, Halyard Street (incorrectly called 'Rob Pascoe Ln' on Google maps), off Choats Road, Dagenham Dock RM9	Halyard Street	Tromelled residual waste processed for land fill, tarmac material and tyres Mixed and construction waste
LSIP South	Plot 8 LSIP, Hindmans Way, off Choats Road, Dagenham Dock RM9	Hindmans Way	Mixed construction waste with (i) some separate piles of waste clothes / cloth, and (ii) some yellow coloured waste/broken plastic pipes. Tromelled residual waste processed for land fill and concrete chunks/blocks
LSIP South	Plot 9 (Northern part) LSIP, Hindmans Way, off Choats Road, Dagenham Dock RM9	Hindmans Way	Mixed construction waste. Tromelled residual waste processed for land fill, mixed waste, tyres and concrete chunks
LSIP South	Plot 10 LSIP, Choats	Choats Road	Tyres, concrete slabs

	Road, Dagenham Dock RM9	(next to Closed Loop Recycling's factory at 16 Choats Road, Dagenham RM9 6LF)	(and some metal?) Four piles comprising of construction waste, tyres, metal and general waste mixed general waste piled on open ground
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Tenderers should note that the type of material and tonnage of fly tipped material on each site varies and it is highly recommended that tenderer's visits each site to make their own assessment prior to the submission of a tender.

Site visits will take place on the 30th and 31st January 2017 and a schedule giving site locations and time that the site will be available to visit is attached. Bidders should register with GLAP's Managing Agent whose details are also given.

2. General Scope

The GLA as the owner of the land through its subsidiary GLAP is seeking a contractor to undertake the removal and disposal of fly tipped material from its sites to suitable facilities located within the UK, Europe or elsewhere by agreement in accordance with relevant Environmental legislation.

The contractor must have the ability to process the quantity of fly tipped material currently located on GLA sites seeking where possible viable markets for the recycling of waste removed from the site.

3. Testing and Analysis

The contractor is responsible for the testing and analysis of the waste material and providing the supporting evidence to the EA for the provision of permits etc.

4. Waste Management

The Contractor must implement a removal and disposal strategy that meets both GLA/GLAP and the EA's requirements.

The successful contractor must use EA registered waste carriers and use EA "permitted" recycling and landfill facilities. In the case of recycled material going direct to an end user this is to be agreed with the GLAP representative.

5. Compliance

The Contractor must comply with all current relevant legislation, any relevant Codes of Practice, Environmental Agency policies and be a registered waste carrier.

Current Legislation

- Environmental Protection Act 1990, in particular, Part II and Part IV and sections dealing with the requirements under Duty of Care.

- Environmental Permitting (England and Wales) Regulations 2010
- Environment Act 1995 that amends the Environment Act 1990 and introduces greater powers and duties to the Regulators.
- Waste Management Licensing Regulations 1994.
- Health and Safety at Work Act 1974,
- Control of Substances Hazardous to Health Regulations 1988.
- Management of Health and Safety at Work Regulations 1992.
- TFS Regulations 2007 (in particular the guidance relating to Transfer Notifications)

Industry Codes of Practice

- Waste Management – The Duty of Care
- Environment Protection Act 1990 – Code of Practice on litter and refuse.
- HSE (L5) General COSHH

6. Recycling

The Contractor is encouraged to seek viable markets for the recycling of all waste removed from the site. The principle of recycling is that an item generated as waste, is removed from site and is sold on to a processor who can use the item as part or in whole in producing a finished product which for the avoidance of doubt shall include transport to the end processor facility if possible.

7. Residual Waste from Recycling

For residual wastes from which material recovery cannot be achieved, the Contractor must be able to demonstrate disposal options, which are in line with current best practice. The contractor must use EA licensed landfill sites if applicable.

8. Loading of Material On-Site

The appointed Contractor will be responsible for having the means to move waste material within a site for possible segregation before loading and be able to load any type of waste onto EA registered waste carrying vehicles used for transporting waste to disposal or recycling facilities.

9. Financial Considerations

Tenderers should note that the GLA has initially identified the sites mentioned above for the removal of fly tipped material. Your pricing submission should reflect the type of material on the sites.

The GLA at its sole discretion may opt to prioritise certain sites and as such may not require work to be carried out at certain sites. The GLA will communicate any decision to the contracted supplier.

Any additional sites the GLA identifies will be priced against the original pricing submission the winning bidder submitted as part of the Invitation to Tender, within similar schedule of rate. Should any additional sites be identified, the supplier will submit a cost breakdown of the work, which will be agreed by the GLA client, prior to the commencement of any work.

Tenderers are to note that as part of the framework agreement, there is no guarantee of any volumes of work, and as such a call-off will be carried for each of the requirements.

As part of this invitation to tender, bidders will be evaluated against their response in carrying out works for the above sites, which will then form the first call off requirement.

10. Operating Information

10.1 Days of Operation

Access to a site will be arranged on request by the contractor and access will be allowed onto the site during normal working hours unless Local Authority permission has been granted to work outside of normal working hours. The contractor will be responsible for the removal of any concrete security blocks or containers placed across a site entrance and returning them at the end of the day. Please refer to paragraph 10.8 for security matters.

10.2 Daily Operating Times

The Contractor will conduct operations upon the site during normal working hours on weekdays and Saturday mornings up until 1.00pm. However the successful contractor is permitted to approach the Local Authority to seek permission to work outside of the normal working hours as stated.

Night time operations are prohibited.

10.3 Equipment/Plant and Machinery

The Contractor will supply all vehicles, plant and machinery required in implementing the work of the Contract.

All equipment, plant and machinery brought onto site must meet all UK legislation.

10.4 Staffing

The Contractor is required to staff the Contract adequately and ensure compliance with all relevant Employment legislation.

10.5 Waste Management Team

The Contractor must provide a Contract Manager to oversee all waste disposal operations. His role will be to:

- Develop the auditing system with the client and to maintain all applicable records for auditing purposes.
- To manage the contract and to ensure that all quality standards are met, site rules are obeyed and are in full compliance with Health and Safety regulations.
- To arrange the required Environment Agency permits and licenses

The Contractor will provide duly qualified personnel to ensure that work is controlled and completed within the designated time and is to the required standard.

The Contractor will comply with UK legislation applicable to employment and industrial relations including the payment of the hourly rate for the London Living wage.

10.6 Training

The Contractor is to provide all relevant training for personnel on site including the provision of any necessary induction and site instruction for visitors including actions in the event of an emergency.

Training records for staff are to be kept and made available on request.

10.7 Uniforms

Contractor's staff will be expected to wear a uniform clearly identifying them as a member of the Contractor's Company Staff.

10.8 Security

Security on GLA sites is rigorously enforced for obvious reasons and this will be the responsibility of the Preferred Contractor, where appropriate.

No personnel will be allowed onto site without being authorised by the Contractor or the GLAP representative. All visitors will adhere to any safety instructions issued by the contractor.

The contractor should note that not all sites will require security or an on site management /supervision presence. Site security is to be agreed with the GLAP representative prior to removing any material from a site.

However the contractor is to ensure that once being allowed onto a GLA site to remove fly tipped material or hazardous waste, the site is to be secure at all times to prevent illegal access by unauthorised persons or vehicles. Should it be found that unauthorised entry is gained as a result of the contractor failing to properly secure the Authorised Premises; the cost of removing the illegal occupiers will be met by the contractor.

10.9 Health and Safety

The contractor will ensure that the management of health and safety for site personnel and visitors meets relevant legislation.

The Contractor must comply with the Health and Safety at Work Act 1974 and related Acts/Regulations.

The contractor should be a member of a recognised Health and Safety Scheme such as CHAS or Safe Contractor or equivalent.

The Contractor will provide Personal Protective Equipment (PPE) where necessary. Staff must be issued with approved PPE appropriate to the task that the individual is under taking.

The Contractor will provide Method Statements and Risk Assessments associated with the work of the contract and records kept for auditing purposes.

10.10 Environmental Policy and Plan

The Contractor shall provide a comprehensive environmental plan in accordance with current legislation.

The Contractor's attention is drawn to;

- Environmental Protection Act 1990, in particular, Part II and Part IV and sections dealing with the requirements under Duty of Care.
- Environmental Permitting (England and Wales) Regulations 2010
- Environment Act 1995 that amends the Environment Act 1990 and introduces greater powers and duties to the Regulators.
- Waste Management Licensing Regulations 1994.
- TFS Regulations 2007 (in particular the guidance relating to Transfer Notifications)

10.11 Quality Standards

The Contractor's Contract Manager in liaison with the GLAP Estates Manager or his representative will develop and implement the necessary quality standards, control and auditing systems.

The Contractor is to implement a fully documented system of recording and auditing the amount of waste removed from sites as required under Legislation and as a GLAP requirement.

The Contractor will ensure that all waste transfer notes issued under the duty of care are issued as required and retained to support invoicing.

The Contractor is to ensure that the appropriate Waste Permits/Notes are obtained from the EA before any waste material is removed from a GLAP site. EA certification and Waste Transfer Notes will be requested by the GLAP Estate Manager on a weekly basis

The GLA or its representative will have the right to carry out weekly auditing of disposal, recycling and duty of care records to enable sufficient monitoring of the contractor's compliance of the contract requirements and performance. Any relevant issues will be discussed at the regular Contractors/ Clients meeting.

10.12 Key Performance Indicators

GLA will work with Service Provider to finalise KPIs however following are to be proposed as standard:

KPI 1 – Health and Safety

The Health & Safety management system is to achieve a performance score of 90% or above in the audit carried out annually by an independent auditor to a nationally recognised H&S auditing standard such as HSG65, RoSPA QSA, OH SAS 13001 or similar. The audit should include sampling of at least 6 medium to high risk sites.

KPI 2 - Financial

Where rent, service charge or other monies due, has not been paid within 14 days of due date, a strategy with recommendations to be provided to the GLA and implemented in accordance with agreed instructions.

KPI 3 – Mayoral and Public Enquires

To respond to the GLA with all required information and reports within 24 hours of any reasonable request relating to Mayoral or public enquiries.

KPI 4 – Asset and Financial Summary Report

Provide monthly asset and financial summary reports in the agreed format by the specified date.

10.13 Finance – Invoicing and record keeping

The successful contractor must register on the TfL payment system so that approved invoices can be paid promptly.

The invoice billing address is:

GLA Land and Property Ltd
Accounts Payable
PO Box 45276

14 Pier Walk
London SE10 1AJ

Invoices must have a PO No that has been issued by GLAP and must be supported with a schedule showing the location of site, date of disposal or recycling, waste ticket number and tonnage.

A copy of the Waste tickets, duty of care and Environment Agency permits must be sent to the GLA representative for auditing against invoices. Failure to do so will result in a delay in approving invoices.

[Where and to the extent that the Services relate to the development of technology systems/software, the Service Provider shall ensure that such services and the articles to which they relate comply with the Government's open standards principles as documented at [https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles](https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles#open-standards-principles)]

2. Timetable

Commencement date 20.3.2017

Call-Off Term: 6 months 1st September 2017

Attach Project Plan (if any) (including Milestones if applicable)

3. Liquidated Damages

Amount of liquidated damages per day (if any): None

4. Expenses

Expenses (if any) that the Service Provider may claim: None

5. Authority Account Details

Relevant account code and cost centre:

6. Address for Invoices

Address where invoices shall be sent: The GLA
Accounts Payable
4 Pier Walk
North Greenwich
London
SE10ES

Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider:

Date/Period for submission of Invoices: Monthly in arrears

7. Authority Call-Off Co-ordinator

Name: Lance Jenner
Address: Transport for London
16thFloor Windsor House
42-50 Victoria Street
London
SW1H 0TL

Phone: 02030547385
Email: lancejenner@tfl.gov.uk

8. Availability of Key Personnel

The Service Provider's Key Personnel shall be available at the following period of notice:

9. Other information or conditions

Specify any other information or special conditions relevant to provision of Services under this Call-Off Contract

Attachment 2

1. Charges

SCHEDULE 4 – RATES

THESE ARE THE PRICES SUBMITTED BY MCGRATH BROS (WASTE SERVICES) LIMITED AT FRAMEWORK TENDER AND ARE APPLICABLE FOR LOT 1 SERVICE PROVISION

	Activity Item Description	Price
	Site set up – one of fee to include De-mobilisation	£500
	Management/supervision cost of works per day	£225
	Analysis and Testing average unit cost (samples)	£520*
	Plant Hire Hire of plant JCB or equivalent capable of doing work (as per site visits) per day	£292
	Plant Hire Hire of Banksman equipment (as per site visits) per day	£130
	Other Plant Hire (as per site visits) per day, if necessary	£82
LOT 1	Labour cost - per day	£115
	Security – Cost of providing on site security personnel, at appropriate site, per day	£120
	Recycling - Cost per tonne inclusive of Transport, disposal fees, duty of care certification and profit.	£135
	Disposal to Landfill - Cost per tonne inclusive of Transport, landfill tax, disposal fees, duty of care certification and profit.	£0**
	Disposal of Tyres. Cost per tonne inclusive of Transport, landfill tax if applicable, disposal fees, duty of care certification and profit.	£191
	Trommel fines Cost per tonne inclusive of Transport, landfill tax if applicable, disposal fees, duty of care certification and profit.	£42

* ANALYSIS AND TESTING

To include site visit, full analysis testing and reporting

****DISPOSAL TO LANDFILL**

The Service Provider advised that they will operate a zero cost to landfill as all waste will be reprocessed via their Materials Recycling Facilities (MRF). The MRF is based in Barking.

2. Key Personnel

Tara Donaghy – Business Director

Tara joined McGrath Group in 2000 as a Business Manager and has gained all-round experience of the Group's logistics and back-office systems. She has been responsible for developing certificated management systems for quality, environmental and health & safety and is now directly responsible for developing new business and markets. Tara's qualifications include: WAMITAB, HND (Waste Management), CPC (International) and a degree in sociology. For the purpose of this contract Tara will be your Account Manager and will be ultimately responsible for delivering the Contract. She will monitor and supervise the entire operation, attend progress meetings and ensure the contract is delivered in full compliance with all contractual and legislative requirements.

Pat McGrath – Operations Director

Co-founder of the McGrath Group, Patrick boasts over 35 years experience in the waste recycling management sector. He started the company's skip hire business in the 1970s and has overseen the development of the company into a multi-disciplined organisation which provides full turn-key waste and recycling solutions. Pat is an active member of the waste sector and attends industry seminars and carries out extensive research into new technologies. He has numerous management, health and safety and environmental qualifications including WAMITAB level 4. Pat is the site management contact responsible for the overall operation of the Contract from the site perspective.

Dave McGrath Jnr – Manager, Hackney MRF

David's father is one of the founders of the McGrath Group and he has gained all-round experience of the organisation's disciplines since joining in 2004. David holds a WAMITAB Certificate (level 4). David will be responsible for site operations on a daily basis, for upholding Health & Safety issues on site and will oversee the actual transference of waste from site to our MRF.

Eileen Arnold – Contract Administrator

Eileen joined McGrath Group as an Administrator in 2004. She has excellent organisational and communications skills, has advanced knowledge and experience of our bespoke IWS waste management system and is conversant with all office software and accounting systems. Eileen facilitates the behind-the-scenes administration for McGrath's waste contracts. She has an all-round knowledge of the discipline which has been built-up over the past 13 years.

3. Proposed sub-contractors (if any)

N/A

4. Proposed completion date

Six months from date of signature of this document

[COMPLETE ONLY IF DIFFERENT FROM DURATION/EXPIRY DATE STATED IN ATTACHMENT 1]

Attachment 3

Special Conditions for Call-Off

