

## **Annex 2 - East Sussex – Specification Variations**

**Last updated: 27 February 2017**

#	Service Item	Specification Ref	Specification Standard	Proposed Standard (December 2017)	Partnership Comment	Kier Position
1	Missed Bin: recovery timescale	21.0 para 21.5 & 21.6	The contractor shall return to collect the missed collection by the end of the next day following receipt of the report.	The contractor shall return to collect the missed collection by the end of the second day following receipt of the report.	Kier requested the current standard be revised to 24hrs Urban and 72hrs Rural. The partnership considered this and came to the following conclusion; Having split urban/rural recovery timescales is unmanageable with regards to reporting and performance management. Kierway only has functionality to attach one response time to one worksheet type. Defining which properties are urban and which are rural may be problematic. Training of contact centre staff and delivery of complex messages to residents via communications channels will be difficult and generate customer contact and potential dissatisfaction. If Kier stress 48hrs is unachievable in the furthest rural locations and are not prepared to accept the default risk then we could agree on the list of named locations where at month end potential defaults are open to individual agreement by client and contractor using a 72hr response time. (response time in Kierway will remain 24hrs).	48 hour rectification period agreed.

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2(a)	Garden Waste New Container Requests: delivery timescale	9.0 para 9.10	Delivery to be made within 7 days of receiving the instruction to provide service.	No revision to performance standard.	<p>Kier has requested that the delivery time for brown bins be amended from 7 days as their ability to manage stock is affected by block release of property addresses in 100's.</p> <p>The partnership has considered this as discovered that this was a historic practice in Rother only. Currently the request for new garden waste services are managed as follows in each council area (NB – none of the councils raise requests in blocks, they all do it as and when requests are made by residents); Extending the delivery timescale for just brown bin container delivery worksheets is unmanageable with regards to reporting and performance management as Kierway only has functionality to attach one response time to one worksheet type.</p> <p>As container delivery performance management is not subject to default deductions continuing with a 7 day delivery timescale is of minimal financial risk to Kier. The alternative is to extend the delivery timescale for all container delivery worksheets and garden waste new worksheets.</p>	Delivery to be made within 14 calendar days of new request entered on Kierway as agreed.

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2(b)	Garden Waste Container Requests: delivery timescale	19.0 para 19.11	All containers delivered within 7 days of receipt of instruction.	No revision to performance standard.	See above	See 2(a) above.
3	Litter and Dog Bins: scheduled Emptying	27.0 para 27.12	Receptacle to be emptied at a frequency to ensure 15% capacity	No revision proposed to performance standard however additional para to be added requiring client and contractor to carry out biennial review of litter and dog bin locations.	No further notes	Agreed.
4	Litter: response time to incidents	27.0 para 27.5	As defined in Defra Code of Practice Litter and Refuse (Max and High intensity 4hrs, Medium intensity 1 day, Low intensity 14 days).	No revision to performance standard	No revision to response times as we are duty bound (EPA 1990 Section 89) to keep our relevant land clear of litter and refuse, and highways clean. If Kier has failed to keep our land and highways clear of litter and refuse (grades A and B) then as a last resort, if acceptable standards of litter and refuse are not met, response times have been set by COPLAR by which land must be returned to an acceptable standard.	Agreed.

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5	Dog Fouling: response time to incidents	34.0 para 34.2 & 34.3	24hrs of receiving request unless Max or High intensity land use – 4hrs.	No revision to service standard for Max, High and Medium intensity land use. Low intensity revised to 3 days.	No revision to Max, High or Med response time as these are set as per Code of Practice. Low intensity could potentially be amended to 14 days as per COPLAR. 14 days however is deemed too long to leave dog fouling on public land so we propose 3 days.	Agreed.
6	Bring Sites: replacement of containers	24.0 para 24.1	Contractor is required to supply, maintain and service containers.	Contractor is required to supply, maintain and service containers. The cost of supply only shall be split 50:50 client and contractor and shall be billed as part of the monthly invoicing process. Cost to maintain and service lies wholly with the contractor.	Proposed 50:50 however this can be amended to 75:25 Contractor: Client?	50:50 cost split agreed.

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7	Performance Monitoring	<b>Conditions of Contract</b> ; clause 13A2 - Performance Failures and Deductions.	Where a Performance Failure cannot be rectified, this shall be regarded as a Non-Rectifiable Default and the Default Notice procedure in this Clause 13.A shall apply at the outset.	Non-Rectifiable Defaults will be authorised by the Partnership Manager.		Agreed to ensure consistent application of this specific default across all partner authorities. ie non rectifiable defaults can only be authorised by the Partnership Manager.