



**BETTER
BUILDINGS
PARTNERSHIP**

OPERATIONAL WASTE GUIDELINES:

procurement, management
and reporting
July 2018

part a: model contract clauses for contractors and cleaners

Notes:

- Where items of the contract are to be sub-contracted, requirements should be passed through and responsibility for non-compliance clearly articulated. This is of particular importance where cleaning contractors sub-contract to the waste contractors.

Alignment between multiple contracts (cleaning and waste separate) and leases within the building should be a targeted outcome.

- The development of a 'green lease' between landlords and tenants would provide the ideal mechanism to ensure tenants are accountable for their behaviour in relation to recycling contamination, adhering to the requirements of the waste management system and increasing their level of buy-in. Many large tenants will seek to report on their waste outcomes. Where this is the case, this should be reflected in the reporting requirements with your waste contractor.

More details about the BBP Leasing Standard template clauses are available at betterbuildingspartnership.com.au



A.1 Model Contract Clauses – CONTRACTORS

In drafting your waste contract terms there are two pathways you may follow.

Option 1 requires the waste contractor to be GECA certified or show evidence they can meet the GECA standard. Using this option, the BM then simply needs to clarify the waste and recycling streams to be included in the contract, reporting timeframe; KPIS and other normal contract terms.

Option 2 sets out the best Practice clauses included in the GECA standard. Option 2 allows the BM to modify these clauses to meet their specific needs.

Both options are detailed below.

A.1 Model Contract Clauses – Waste Contractors

OPTION 1 – GECA Certification

SECTION	CLAUSES
General	<ul style="list-style-type: none">a) Waste Contractor to be GECA Accredited to the Waste Collection Services standard. If not currently accredited, the Contractor is to map their current compliance with each criteria and detail any CURRENTLY non-compliant clause.b) For waste contractors new to the site, ie where they do not have 12 months of historical data, the Waste Contractor will commit to becoming GECA Certified within the first 14 months of the Contract commencing.c) Where clauses stated below vary to those detailed in the GECA standard, the clauses as stated below take precedent.d) The Contractor will supply waste management services for all the waste streams as set out in Part C and D.e) Where the Contractor does not offer a service for a waste stream nominated in Part C3, the Principal may seek those services from an alternate provider
Additional Clarifications	<ul style="list-style-type: none">a) The Contractor may suggest alternative processing facilities from time to time. Any changes must be approved by the Principalb) The Contractor to state if their audits comply with NABERS Waste auditing requirements.c) The Contractor is obliged to adhere to occupational health and safety rules; building safety and security protocols and good auditing procedures when assessing; auditing and/or weighing bins.
Reporting	<ul style="list-style-type: none">a) The Contractor will supply waste data in compliance with the NABERS Waste protocols.b) The Contractor is to provide periodic reports to the Principal in line with the Reporting Frequency Schedule Part C.14.
Cost	<ul style="list-style-type: none">a) The Contractor is expected to have costed into its Agreement Fee the cost of providing all labour and equipment necessary to adequately perform all functions (Part D).b) All waste contractor costs for the supply, collection, reporting, auditing and removal of the various waste streams must be properly accounted and identified (Part D).

A.1 Model Contract Clauses – Waste Contractors

OPTION 2 – Detailed Clauses

SECTION	CLAUSES
General	<ul style="list-style-type: none"> a) The Contractor will provide evidence that they can meet the requirements of the GECA Waste Collection Services Standard and detail any criteria they are currently unable to meet. b) The Contractor will supply waste management services for all the waste streams as set out in Part C and D. c) Where the Contractor does not offer a service for a waste stream nominated in Part C3, the Principal may seek those services from an alternate provider. d) The Contractor shall structure its waste streams for reporting as per Part B. e) Where the Contractor does not offer a service for a waste stream with grade insert Grades recovery outcomes (Part E), the Principal may seek those services from an alternate provider.
1. Responsibility for performance	<ul style="list-style-type: none"> a) The Contractor acknowledges and will use reasonable endeavours to assist the Principal to reach the waste targets agreed with the Principal and in accordance with the Key Performance Indicators (KPIs), as set out Part D, and will ensure that sufficient processes are in place to deliver these targets. b) Where targets are not achieved, the Contractor will explain variances from the targets and will work with the Principal or their nominated representative and site cleaners in order to develop solutions to enable the targets to be met. c) On Part E. d) Where the Contractor sub-contracts out any services referenced within this document, responsibility for compliance remains with the lead Contractor and the obligations will be passed through to any sub-contracted entity. e) The Contractor is required to nominate Identified Facilities for processing all waste streams set out in Part C3. f) The Contractor may suggest alternative processing facilities from time to time. Any changes must be approved by the Principal (Part C6). g) The Contractor shall work with the Property Manager of the Principal to ensure the effective operation of the Waste Management Systems to ensure the timely resolution of emerging issues. h) The Contractor shall provide evidence that waste is disposed of within the state of generation or provide details where this is not occurring. i) When waste generated in Australia is shipped to an overseas processing facility, that facility shall comply with the following requirements: <ul style="list-style-type: none"> i. Have ISO 14001 and OHSAS 18001 certification, or meet the requirements within these ISO standards; and ii. Have an ethical waste disposal policy. This policy shall outline: <ul style="list-style-type: none"> – The name, location and relevant operating licence of the overseas waste facility; – Compliance with that nation's environmental, health and safety regulations; – That no illegal, environmentally harmful dumping of waste is taking place; and – No child or slave labour is used at the waste facility. j) The Contractor will annually review the Waste Management Plan (WMP) with the Principal, Property Manager and other involved parties to determine enhancements, sustainability initiatives and other waste management initiatives.

A.1 Model Contract Clauses – Waste Contractors continued

OPTION 2 – Detailed Clauses

SECTION	CLAUSES
2. Operations	<p>a) The Contractor must comply with the operational WMP, adhering to minimum operational and safety standards (Part C).</p> <p>b) The Contractor must be able to attribute a weight to each bin collected. Weight must be measured according to the individual waste stream and evidence is required regarding the maintenance and integrity of any scales/meters used. Where Site Density (SD) averages are used, the basis for the assumptions should be documented. Weights must be recorded in an agreed format and forwarded on as per the Reporting Frequency Schedule (Part C.14).</p> <p>c) Where the Contractor observes contamination in a recycling container, the Contractor is to follow the site Contaminated Bin procedure. As a minimum, the container must be weighed and added to the contamination report (Part C.8) and monthly operational Waste Management Report (Part C.4). The contents in the contaminated container must then be disposed of as general waste and the incident reported to the Principal in line with the Reporting Frequency Schedule (Part C.14).</p> <p>d) The Contractor is expected to operate well within the maximum contamination rate accepted by the nominated Industry Facility to minimise load rejection at the Facility (Part C.8).</p> <p>e) The Contractor is responsible for the provision and periodic maintenance of waste and recycling bins, containers and equipment necessary for waste containment, management and weighing.</p> <p>f) The Contractor must supply equipment (bins, signage/stickers etc.) colour-coded in accordance with Australian Standard 4123 and approval by the Principal.</p> <p>g) The Contractor must ensure that collection services are done periodically and only when necessary to maintain:</p> <ol style="list-style-type: none"> Bins not greater than three quarters full Odour free environment Hygienic environment Value for money. <p>h) The Contractor shall ensure that waste collection service reviews are carried out periodically, at least twice a year, and as necessary to maintain:</p> <ol style="list-style-type: none"> Service efficiency (appropriate number and size of bins, skips and compactors); Collection frequency of all on-site bins offers efficiencies and value.
3. Monitoring/audit	<p>a) The Contractor will quantify the amount and types of waste in accordance with Part C.</p> <p>b) The Contractor will monitor, report and address contamination through regular monitoring/bin inspections, composition audits and weighing of contaminated materials, quantifying the amount and types of waste (Part C.8). <i>Waste audits of all recycling streams will be conducted over the course of 1 day and shall be undertaken annually as a minimum. Visual inspections of recycling streams to be undertaken quarterly.</i></p> <p>c) <i>The Contractor will verify through annual audits the weights/site density of each stream.</i></p> <p>d) <i>The Contractor to state if their audits comply with NABERS Waste auditing requirements.</i></p> <p>e) The Contractor acknowledges that the Principal has the right to audit processes and reporting standards of the Contractor at any time with 48 hour notice as per Part E and agrees to provide reasonable cooperation to that process.</p> <p>f) The Contractor is obliged to adhere to occupational health and safety rules; building safety and security protocols and good auditing procedures when assessing; auditing and/or weighing bins.</p>

A.1 Model Contract Clauses – Waste Contractors continued

OPTION 2 – Detailed Clauses

SECTION	CLAUSES
4. Reporting	<p>a) The Contractor is to provide periodic reports to the Principal in line with the Reporting Frequency Schedule (Part C.14) plus:</p> <ul style="list-style-type: none"> i. Details and quantities of chemicals and hazardous chemicals identified within the waste streams. iii. Details and quantities of chemicals and hazardous chemicals identified within the waste streams. A detailed list of consumables and supplies used within the report period and percentages of recycled content material. iii. Details and quantities of chemicals and hazardous chemicals identified within the waste streams. A detailed list of consumables and supplies used within the report period and percentages of recycled content material. Maintain records and evidence to substantiate data contained within reports to the nominated standard in the Waste Data Integrating Reporting Protocol (Part E). iv. Maintain up-to-date information about the acceptable levels of contamination and contamination values, weights and volumes as per waste streams. v. Maintain and communicate up to date information about Site Densities for each waste stream.
5. Costs	<p>a) The Contractor is expected to have costed into its Agreement Fee the cost of providing all labour and equipment necessary to adequately perform all functions (Part D).</p> <p>b) All waste contractor costs for the supply, collection, reporting, auditing and removal of the various waste streams must be properly accounted and identified (Part D).</p>

A.2 Model Contract Clauses – Cleaners

SECTION	CLAUSES
1. Responsibility for performance	<ul style="list-style-type: none"> a) The Cleaner acknowledges its responsibilities to the Principal's waste targets as set out in Part D. b) The Cleaner is responsible for the successful operation of the on-site recycling system and is required to provide educational material, and undertake regular tenant and cleaner training in order to maximise effectiveness of the service (Part C.10). c) The Cleaner is expected to promote and require tenant engagement from the on-site supervisor (Property Manager) and to adhere to any green leasing requirements. d) The Cleaner shall submit a signage plan or agree to an already established plan at inception. The Cleaner must ensure that for each recycled stream, all waste handling bins have consistent signage, labeling and colour-coding according to the Australian Standards. e) The Cleaner shall provide a rapid feedback mechanism on each floor to provide tenants insights as to their contamination performance. f) The Cleaner will annually review the operational Waste Management Plan (WMP) with the Principal, Property Manager and other involved parties to determine enhancements, sustainability initiatives and other waste management initiatives.
2. Operations	<ul style="list-style-type: none"> a) The Cleaner must perform its services in accordance with the operational WMP (Part C) and in a way that adheres to the operation standards in relation to environmental, health and safety practices in carrying out the cleaning service. b) The Cleaner shall conduct operations referring to streams to be collected as per the WMP (Part C). c) The Cleaner must achieve the performance Key Performance Indicators (KPIs) set out in the WMP (verified by Contractor reporting) (Part D). d) The Cleaner is expected to maintain appropriate records regarding the waste streams where possible and recommend system improvements. e) The Cleaner will use clear colour-coded bags to minimise load rejection at waste facility.
3. Monitoring/audit	<ul style="list-style-type: none"> a) The Cleaner will address contamination through regular monitoring/bin inspections, composition audits and weighing and setting aside of contaminated materials (Part C.8). <ul style="list-style-type: none"> i. Bins must be inspected for contamination or leakage before collection. Once identified the bin should be marked/taped as contaminated and left in a separate area so that cleaning staff are aware of the issue and action taken if required, subject to WHS guidelines (Part C.8). b) The Cleaner will support the Principal to drive performance from tenants through [weighing/measuring] the contents of waste and recycling bins on each tenant floor and providing a rapid feedback mechanism to tenants on total [volume/weight], proportion of waste per stream and level of visual contamination (Part C.8). c) The Cleaner/Principal will provide coloured translucent bags and portable weighing/measuring equipment to assist the Cleaners in making a visual inspection (Part C.8). d) Any additional costs for this service should be detailed in the schedule of prices (Part D).
4. Reporting	<ul style="list-style-type: none"> a) The Cleaner is to provide periodic reports to the Principal in line with the Reporting Frequency Schedule (Part C.14) plus: <ul style="list-style-type: none"> i. A monthly report on environmental initiatives of staff for waste reduction. ii. Education planned or undertaken to address performance
5. Costs	<ul style="list-style-type: none"> a) The Cleaner should include cost for quarterly contamination weigh-offs as an option. Weigh-offs will be to determine the level of contamination in each waste stream that can be applied to the sites. b) Where the Principal finds that the Cleaning staff are causing contamination of the recycling, or not making all reasonable efforts to keep waste streams separated throughout the collection and disposal process, the Cleaner will pay any financial penalty for costs incurred due to the contamination (e.g. landfill levies and the costs incurred as a result of engaging the third party auditor). (Part E).

A.3 Clause Definitions

Actual Weight means the weight of a waste stream from the floor or loading dock of a building at point of a collection.

Cleaner means the Contractor to the Principal for the cleaning services described herein.

Contractor means the deliverer of waste and/or cleaning services.

Industry Facility means any facility with adequate license to process specific forms of waste material.

Identified Facilities means the waste processing facility as agreed in the Waste Management Plan (WMP). May include a primary and a backup facility.

Key Performance Indicator (KPI) means a specified performance requirement against which the Service of the Contractor or Cleaner is reviewed by the Principal.

Mixed General Bin (MGB) means bin or other receptacle for the collection of waste material.

Principal means the building owner or the Property Manager, who is signatory to the Contract and client for the services described herein.

Recovery Grade means the value of the final output from a recycling path.

Reporting Frequency Schedule means the list of expected reports, their descriptions and the frequency of their expected, as set out in **Part C.14**.

Waste Management Plan (WMP) means the process and requirements for delivering the service as agreed between the parties.

Waste Management System means the holistic approach to the movement and processing of materials. An efficient and effective Waste Management System will minimise material generation and maximise resource recovery. A Waste Management System can include various key stakeholders (waste contractors, cleaners, property managers and waste producers), strategies & processes (WMP) and equipment..

Site Density means the site-specific bin density as determined through a bin audit or weigh-off. Bin density = net weight of waste bin (as presented) / bin volume. It is expressed as kgs/m³.

