

From: Peter Silverman
Sent: 09 April 2014 16:50
To: 'robert.goodwillXXXdft.gsi.gov.uk' **Cc:** 'GWYNNE, Andrew';
Subject: Our Littered Motorways 4

Dear Robert,

Thank you for your [letter of 8th April](#) in response to my e-mails of [13, 21](#) and [27th March](#).

Area 10 - Decline in cleaning

I am pleased that you accept that there are “some issues” and tell me that the Agency is working to help raise the level of service the contractor is providing. However, as you will see from point 7 on my [Area 10 timeline](#), your predecessor said much the same thing a year ago.

You say my figures compared two unequal periods. However I have compensated for this by looking at the monthly averages.

I was also pleased that you do at least accept that there has been a decline in the average number of bags collected and tell me that that the Agency is in discussions with the contractor about possible reasons for the variation. May I congratulate myself that this was only brought to your attention by my intervention?

Legislative requirements

You then say that this does not mean that the legislative requirements are not being met. However it is difficult to imagine any stronger evidence of a breach by the Secretary of State for Transport of his EPA S89(1) duty than:

- (a) My chart showing a decline in average monthly litter picking of 57% over a continuous period of 16 months following a change in contractor.
- (b) Photographs taken towards the end of this period on [January 15th](#) and [8/9th March](#) showing serious accumulations of litter at several locations. Those taken on 8th March showed that all of the slip roads and all of the carriageway verges (observed from the bridges) of the first 5 accessible junctions on the M6 were all badly defaced by litter. [Please take a further look at these photographs](#).
- (c) No penalty being applied to the contractor as a result of their not carrying out any litter-picking in the first two months of the new contract.

Contractual Penalties

In my e-mail of 13th March I had said “*In spite of their having carried out no litter picking in their first two months I understand no contractual penalties were applied to BBMM*”. You said “*You suggest that no contractual penalties have been issued to the Asset Support Contractor in the early months of the Asset Support Contract*”. You then said that the Agency’s letter to me of 8th November 2013 had “*addressed that point in detail and described the penalties issued to the Asset Support Contractor in the early months of the contract*”.

The letter of 8th November said that:

The service provider’s performance in respect of dealing with litter during the early months of

*the contract was scored as follows:
Between Nov 2012 and Feb 2013 – Green
March 2013 – Amber
April 2013 – Red
May 2013 - Amber
May 2013 to date - Green*

A number of “Quality Management Points” and “Non-Conformities” were awarded/raised in respect of poor performance by the service provider during the first 6 months of the contract. This resulted in the service provider’s management team taking action to formulate and execute a recovery plan , which has improved their performance in many aspects of the service they deliver including litter picking. (It is explained earlier in the letter that where the number of Quality Management Points exceed 25 an audit of the contractors performance is undertaken at their expense. This would, it appears, be the only time the contractor would incur any financial penalty).

This means that:

In the first 2 months (Nov & Dec) BBMM received a “Green” rating in spite of the fact that no cleaning whatsoever had been carried out.
Similarly in January when litter picking was minimal.
No “financial” penalties were applied at any time.

I assume that the Quality Management Points were awarded following the Red score in April. I hardly think they could justify being described as a penalties. I assume they consist of writing on a piece of paper. I won’t panic and sell my Balfour Beatty shares just yet.

Surely if a contractor fails so blatantly to carry out his duties, assuming these have been clearly defined in the first place, he should be penalised financially.

Area 30 (M40) / Area10

You say the approach taken to achieve compliance with the legislation differs between these two areas. The obvious question is why cannot the approach used in Area10 (M40) be used throughout the network including Area 10?

Topics not covered in your letter

The proposals in Atkins’ Roadside Litter Research Strategy of 2009.

Quantification Of Roadside Litter Collection – I am still waiting for Freda Rashid to explain why this potentially very informative section of the Atkins report is regarded as commercially sensitive.

APTR – Trunk Road Responsibility.

Litter from commercial vehicles.

My request for inspection and follow-up reports for Area 10 in my e-mail of 27th March.

Again, I hope this is of help.

Kind regards,

Peter Silverman

www.cleanhighways.co.uk