

OUTPUT SPECIFICATION

NORTH LONDON WASTE AUTHORITY

WASTE SERVICES CONTRACT

November 2009

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Draft
17 November 2009

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9 October 2009	v0.1	Draft	Draft produced by [REDACTED].
17 November 2009	v0.2	Draft	Reviewed by Eversheds.
18 November 2009	V0.3	Draft	Suggested wording from WIDP on halving constructed waste to landfill added by [REDACTED].

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OUTPUT SPECIFICATION

INTRODUCTION

This Schedule comprises four parts.

- Part A sets out the scope of the Waste Services Output Specification (the “Output Specification”) and other relevant information.
- Part B defines the Performance Requirements in relation to the Works, Commissioning, Services and Handback, which the Waste Services Contractor shall provide pursuant to the Waste Services Contract.
- Part C of this Schedule comprises the Performance Measurement Framework.
- Part D includes all definitions.
- Part E comprises the Output Specification to which solid recovered fuel (“SRF”) shall be produced.
- Part F comprises a schedule of projected waste flows and compositions.

Unless expressly defined elsewhere in this Schedule, capitalised words shall have the meaning given in Part D - Definitions.

References to Contract/Waste Services Contract in this Schedule refer to the Waste Services Contract to which this draft Output Specification will relate.

PART A

SCOPE AND RELEVANT INFORMATION

Project Objectives and Scope

- 1.1 The fundamental objective of the Services is to minimise the climate change impact of managing Contract Waste through recycling, composting and reuse, effective diversion from landfill and production of a SRF in the most efficient way possible. The North London Waste Authority ("the Authority") will be procuring a separate Fuel Use Contract and, as such, there is no requirement upon the Waste Services Contractor to provide an outlet for SRF except under circumstances where fuel is produced over and above the capacity of the fuel users to accept it.
- 1.2 The Waste Services Contractor will receive dry recyclables and organics (green and food) waste collected at kerbside or through bring banks and process these to maximise their contribution to the Authority's various targets. There is currently a mixture of collection systems in place for these streams across the seven north London Boroughs (namely Barnet, Camden, Enfield, Hackney, Haringey, Islington and Waltham Forest (the "Constituent Boroughs")) and the Authority expects bidders to provide solutions that reflect the best value solution across the whole range of systems. Waste collection will remain the responsibility of each Constituent Borough, who are also the waste collection authorities ("WCAs").
- 1.3 The Waste Services Contractor will also receive through reception points residual waste that is treatable within the Waste Services Contractor's processing facilities and waste which is not treatable in addition to waste received through a network of household waste recycling centres ("HWRC's").
- 1.4 Through the Fuel Use Contract, the Authority is conducting another procurement of services for the use of the fuel generated through the Services.
- 1.5 The Services will include:
 - a) the design, construction, commission and financing of any new Facility required for the provision of the Services;
 - b) the effective management and operation of a network of HWRC's in line with the relevant specifications within PR1-4 and additional specifications relating only to HWRC's in PR5, providing a convenient service and high quality experience for Authority residents to deposit appropriate waste in a responsible way;
 - c) the operation and maintenance of all Facility;
 - d) the provision of at least three reception points for Contract Waste collected by the WCAs. These will be either at the sites that the Authority has provided – listed in section [X] - or within 2 km of those sites.

[Note to bidders: Bidders will be evaluated based upon the fit of their reception point solution against the projected collection flows within the Authority's Constituent Boroughs].

- e) the selection and securing of new sites, where they are not provided by the Authority;
- f) the management of Contract Waste:
 - i. to maximise the contribution to the Authority's 2020 50% household waste recycling/composting target;
 - ii. to divert waste from landfill to contribute to contribute to the Authority's 75% 2020 landfill diversion target and;
 - iii. produce SRF to the specification contained within [Appendix 4];
- g) the disposal of residues and waste not able to be treated as above;
- h) responsibility for the transport of all materials from reception points and HWRC's between project Facility to end uses, markets, Fuel Users and/or final disposal;
- i) ensuring that necessary consents, including, but not limited to, planning permission and Environmental Permits, are in place for all sites and operations within the scope of this project;
- j) full responsibility for the outputs from all operations within the scope of this project with the exception of SRF consigned to Fuel Users;
- k) the provision of a service for the education of the local community; and
- l) engagement with the community waste sector in order to facilitate socially beneficial reuse of durable items.

Fuel Use Contract(s)

- 1.6 The Waste Services Contractor will not be responsible for finding an outlet for SRF generated through the Waste Services Contract. As highlighted above, the Authority is conducting a separate procurement of services for the use of this material. This will be procured in two lots of 160,000 tpa each. The Waste Services Contractor will be required to deliver all fuel to the Fuel Use Contractor(s). The Authority believes that the separate procurement of fuel use solutions will bring forward high quality solutions for the conversion of fuel to heat/power and the use of these outputs. Due to the nature of the Fuel Use procurement bidders will be required to bring forward sites to support their proposals. As such, the Authority is not able to confirm the location of the Fuel Use Contract(s) until that procurement is completed. The fuel produced by the Waste Services Contractor and delivered to the Fuel Use Contractor(s)'s designated reception points will be need to be compliant with the Fuel Specification in [Appendix D].

Period of Contract

- 1.7 In accordance with the Authority's OJEU notice and subject to the solutions put forward and discussed during the competitive dialogue process, it is envisaged that the Contract Period will be for between to 20-30 years.

Contract Waste

- 1.8 The Waste Services Contractor will be responsible for all Municipal Solid Waste sourced by the Authority with the exception of that stated in section [X] (Contract Waste). Contract Waste shall comprise:

[DN: List to be reviewed]

- a) waste collected separately for the purposes of recycling and composting;
- b) co-mingled dry recyclates;
- c) source separated dry recyclates;
- d) separately collected food and green waste;
- e) mixed food and green waste;
- f) household batteries;
- g) motor oil;
- h) household bulky waste;
- i) waste electrical and electronic equipment ("WEEE");
- j) socially beneficial reuse;
- k) inert;
- l) commercial/trade/market wastes;
- m) residual wastes (including residual household waste);
- n) waste for recycling and composting;
- o) waste from household reuse and recycling centres;
- p) waste for socially beneficial reuse;
- q) construction and demolition wastes;
- r) waste delivered in accordance with Schedule 2 of the Controlled Waste Regulations 1992 and approved by the Authorised Officer;
- s) waste from house clearances;
- t) waste contaminants and residues from the Authority's bio-waste composting and mixed dry recyclate processing as approved by the Authorised Officer; and
- u) other waste collected by or on behalf of the Authority from time to time as approved by Authorised Officer.

- 1.9 The Waste Services Contractor shall not be responsible for the management of:
- a) end of life vehicles;
 - b) any source separated recyclates bulked at a site controlled by an individual Constituent Borough or one of its contractors that it has chosen to omit from the scope of the Waste Services Contract by stated exemption; and
 - c) designated separately collected hazardous Household Waste with the exception of materials specifically stated above as being within the scope of Contract Waste or received that HWRC's.

Waste Quantity and Composition

- 1.10 The Authority gives no guarantee as to the quantity or composition of Contract Waste to be delivered to the Waste Services Contractor.
- 1.11 The Waste Services Contractor shall accept and manage all Contract Waste delivered during the term of the Waste Services Contract save that:
- a) there shall be an adjustment to the Unitary Charge in the event that the Contract Waste tonnage delivered to the Waste Services Contractor falls below the agreed threshold minimum in any Contract Year, provided that all or part of the Services is available in accordance with the payment mechanism;
 - b) the Waste Services Contractor shall be entitled to propose a Change to the Works and/or the Service where the amount of Contract Waste delivered under the Waste Services Contract exceeds the agreed threshold maximum in any Contract Year in accordance with the Waste Services Contract.

[Note to bidders: Bidders will be required to use the Authority projected tonnages in preparing their mass flow and financial models to enable the Authority to compare solutions.]

Third Party Waste

- 1.12 The Waste Services Contractor shall be permitted to receive and manage other wastes ("Third Party Waste") subject to the consent of the Authorised Officer for use of Facility for the provision of the Service and subject to any profit share provisions in the project agreement.
- 1.13 At all times the receipt and treatment of Third Party Waste by the Waste Services Contractor shall not be at the expense or inconvenience of the Authority. Contract Waste shall be managed in priority to Third Party Waste, with the Authority having first refusal on any spare capacity.

PART B

PERFORMANCE REQUIREMENTS

Part B of this Schedule defines the Performance Requirements and is divided into the following parts:

- PR1: Works Requirements
- PR2: Commissioning Requirements
- PR3: Services Requirements
- PR4: Handback Requirements
- PR5: HWRC Requirements
- Appendix A: Works Quality Standards

Subject to all the express provisions of the Waste Services Contract, the Waste Services Contractor shall comply with the Works, Commissioning, Services and Handback Requirements in accordance with the Performance Standards set out in PR1 to PR5 of Part A of this Schedule.

Sections of the Performance Requirements set out Part A of this Schedule which are numbered in bold are Performance Standards subject to the Performance Measurement Framework regime set out in Part B of this Schedule.

PR 1 Works Requirements

General

- 1.14 The Waste Services Contractor shall design and construct the Facilities and any necessary Works that are required as a result in accordance with the relevant Method Statement to meet the requirements of PR1, with the exception of HWRC's which are subject to the requirements set out within PR5.
- 1.15 The Waste Services Contractor shall provide Works appropriate for it to accept all Contract Waste and to process such Contract Waste to meet PR3 and process Contract Waste to meet PR3.

Consents and Permits

- 1.16 The Waste Services Contractor shall be responsible for obtaining all of the Necessary Consents associated with any sites, facilities, equipment undertakings or operations including but not limited to Planning Permission and Environmental Permits for the Facility and for the discharge of any associated conditions placed on these consents or permissions.

Design and Delivery Requirements

- 1.17 The Waste Services Contractor shall ensure that the Facilities are designed, permitted, and constructed in order to deliver the Services in accordance with this Schedule.
- 1.18 The Waste Services Contractor shall provide works that shall be suitable and efficient for all vehicles bringing Contract Waste to the Facilities and vehicle egress from the Facilities. The vehicle type and design of the discharge arrangements may change during the Contract Period and therefore the Facility shall be flexible and capable of accepting or be readily adaptable to accept a wide range of vehicle. The indicative minimum is that, all Facilities with the exception of HWRC's shall be capable of accepting all vehicles up to and including vehicles with an overall length of up to 20m, overall width of up to 2.75m, kerb to kerb turning radius of 10m, and a tipping height of up to 6m.
[DN: Need to confirm these dimension are consistent with Borough requirements.]
- 1.19 The Works shall be designed and constructed to ensure that all waste reception, processing, and treatment takes place in enclosed buildings, and product storage takes place within enclosed containers if stored outside
- 1.20 The Works shall be designed and operated to enable vehicles to achieve a turnaround time from arriving at the Facility including for the avoidance of doubt (entering the Site(s), being weighed, being monitored and discharging the Contract Waste) to leaving the Site(s) of [20] minutes.
- 1.21 A minimum of three reception points for vehicles delivering Contract Waste shall be provided at the following sites or at other suitable sites that have appropriate access from the main road network within 2km of the sites listed:

Site Name	Location within Authority Area	Postcode
Kier Park	North west	EN3 7SR
Hendon Waste Treatment Facility	West	NW2 6LJ
Hornsey Street Waste Transfer Facility (existing facility)	Central	N7 8HU

[DN: Authority to confirm actual facilities]

- 1.22 The Works shall be designed and constructed to include suitable storage facilities in accordance with industry best practice (including at each stage of processes involving multiple stages) for Contract Waste of a size and volume which are capable of storing enough waste to ensure that there are no interruptions to the Services.
- 1.23 The Waste Services Contractor shall use reasonable endeavours to utilise methods and materials in the design, construction and operation of the facilities which are sustainable and cover aspects such as energy efficiency, renewable energy, recycled content, and water management.
- 1.24 The Works shall include equipment capable of monitoring, weighing and electronically recording each load and vehicle bringing Contract Waste and any Non-Contract Waste to the Site(s) and each load and vehicle removing Contract Waste and/or products and/or residues of treatment from the Site(s). The equipment shall, as a minimum, be that capable of meeting the requirements of section [xx] and the Waste Services Contractor's wider obligations under the Waste Services Contract.
- 1.25 The Works shall be designed and constructed to include all necessary material handling equipment to facilitate storage, management and removal of all Contract Waste from the Site(s) and in accordance with the relevant Method Statements.
- 1.26 The Works shall be designed and constructed to include all necessary infrastructure and utility services required to meet the requirements of this Schedule including but not limited to their connection, security of supply and capacity.

Minimum Works Requirements

- 1.27 As a minimum, the Works shall meet the Works Quality Standards included in [Appendix A].
- 1.28 The Waste Services Contractor shall ensure that the Works comply with good industry practice, relevant statutory requirements and Necessary Consents including, but not limited to, the following:
 - a) British Standards, Codes of Practice, or equivalent European industry recognised standards and guidance;

- b) Health and Safety at Work Executive guidance notes;
- c) the North London Joint Waste Strategy ("NLJWS");
- d) requirements of the utilities companies;
- e) Building Research Establishment Digest Recommendations;
- f) fire safety requirements in agreement with the fire authority;
- g) relevant Environmental Agency guidance notes, consents and authorisations;
- h) the WRAP Construction Commitment;
- i) relevant site acquisition agreements, demolition protocols and/or remediation protocols for individual sites; and
- j) the Civil Engineering Environmental Quality Assessment and Award Scheme [BREEAM "Very Good" rating].

[DN: Authority needs to undertake a policy review and assess the applicability and cost implications of the same.]

- 1.29 The Waste Services Contractor shall provide materials, equipment, plant, machinery and other goods of sound and satisfactory quality and fit for purpose for which they will be used. All workmanship and manufacture of fabrication shall meet or surpass all relevant British or EU standards or equivalent.

Civil and Building Works Specification

- 1.30 The Waste Services Contractor shall adopt and implement a recognised industry standard Civil and Building Works Specification, for the design, construction, commissioning and testing of the Works.

Mechanical and Electrical Specifications

- 1.31 The Waste Services Contractor shall adopt and implement a recognised UK industry standard Mechanical and Electrical Works Specification for the design and construction of the Works.

Design Requirements

- 1.32 The Authority will produce Design Guidance for each of the sites that it has identified and made available to the Waste Services Contractor. If developing any of these sites the Waste Services Contractor will adhere to the relevant Design Guidance.
- 1.33 If developing any other site, the Waste Services Contractor must demonstrate not only that the specific technical requirements of relevant bodies have been met or exceeded, but that the historic, cultural and environmental context of the Site(s) are reflected in the designs. Alongside this, functionality in use, flexibility, build quality, impact, efficiency, sustainability, good use of the site and aesthetic quality are all key considerations. The design of the Works shall incorporate input from BREEAM and CEEQUAL assessments, a written response from CABE, and the

Authority Design Champion, along with an appropriate justifiable response to any recommendations by the Waste Services Contractor.

[Note to bidders: More detail on these inputs is likely to be required at ISDS stage. Bidders will be evaluated based upon their design quality.]

Employee Specifications

- 1.34 The Waste Services Contractor shall ensure that all persons employed in connection with the construction of the Works are suitably skilled and experienced in their several professions, trades and callings or adequately supervised.
- 1.35 The Waste Services Contractor shall ensure that all aspects of the Works are supervised by sufficient numbers of persons who have adequate knowledge for the satisfactory and safe performance of the Works in accordance with the Waste Services Contract and with regard to the activities which are carried out at the relevant Site(s) and to the nature of persons occupying the relevant Site(s).

Existing Structures and Infrastructures

- 1.36 The Waste Services Contractor shall be responsible for identifying and undertaking all enabling works necessary to ensure the Site(s) is suitable for the development of the Works.
- 1.37 The Waste Services Contractor shall carry out all demolition of existing structures and make safe redundant infrastructure on the Site(s) in accordance with BS6187:2000.
- 1.38 The Waste Services Contractor shall be responsible for undertaking remediation or removal of any contaminated waste, material or land in line with any agreed remediation protocols and acquisition agreements for individual sites.

[DN: Authority to confirm approach to Site remediation.]

- 1.39 The Waste Services Contractor shall carry out any protection and diversion works associated with any existing infrastructures located on the Site(s) required for the construction of the Works and ensure continuity of utility supplies to any Adjoining Properties in so far as they may be affected by the Works. This shall include but is not limited to gas, electricity, water, sewerage and communications services.
- 1.40 The Waste Services Contractor shall ensure that adequate retaining walls and/or support to excavated faces are provided to support any Adjoining Property during the carrying out of the Works.
- 1.41 The Waste Services Contractor shall ensure the Site(s) (and any Works carried out outside the Site(s)) is safe and secure throughout the period up to the Readiness Date and shall ensure no unauthorised access to the Site(s).
- 1.42 The Works shall be suitably housed and protected such that waste delivery vehicle operators, Authority Representative, Authority staff or visitors cannot gain access to areas or parts of the Site(s) that could cause harm or a risk to their health and safety.

Site(s) Access & Circulation

- 1.43 The Waste Services Contractor shall design and construct the internal road and pedestrian area layout within the Site(s) to allow safe movement of vehicles and pedestrians and with regard to health and safety Legislation and good industry practice. The Waste Services Contractor shall provide access to the Site(s) from the external road network.
- 1.44 The Waste Services Contractor shall allow the Authority safe and efficient access during the Opening Hours.
- 1.45 The Waste Services Contractor shall provide appropriate lighting to a relevant industry standard and in line with the Highway Code and relevant best practice.
- 1.46 In designing and constructing the Works the Waste Services Contractor shall take account of the need to avoid vehicles queuing on the highway and to incorporate this into the Works designs. The vehicles delivering Contract Waste shall be given preference over other users of the Facility.

Visitor Centre [optional - to be decided if required by the Authority]

- 1.47 The Waste Services Contractor shall design and construct a Visitor Centre within the Facility, that shall:
 - a) have one primary entranceway arranged such that visitors can be regulated and monitored and access controlled;
 - b) be suitable to accommodate groups (including seating) of up to [X] persons, including school children;
 - c) contain an appropriate number of toilet facilities and at least one toilet facility that is suitable for use by a disabled person in each case which meet the requirements of paragraph 3.50;
 - d) contain a safe and secure viewing gallery over part of the Facility;
 - e) include a lecture area equipped with audio-visual aids (including a projector, screen and public address system); and
 - f) be supplied with the furniture and fittings as are necessary to provide the functions in (a) to (e) above.
- 1.48 The Waste Services Contractor shall ensure the Visitor Centre has a heating system that is capable of maintaining the Lecture Area at or above the minimum heated temperatures of [X] degrees celsius when visitors are in attendance.
- 1.49 The Waste Services Contractor shall ensure the Visitor Centre has mechanical or natural ventilation (as appropriate) that meets an appropriate industry standard.
- 1.50 The Waste Services Contractor shall ensure that water supplies fed from storage tanks (not designed for potable water provision) shall be clearly labelled as “not drinking water” and shall not be located in areas where unsupervised visitors have access.

- 1.51 The Waste Services Contractor shall ensure that the Visitor Centre has sufficient parking space to enable up to [X] cars or up to [X] buses to park within the boundaries of the Facilities.
- 1.52 The Waste Services Contractor shall enable web based viewing of each main operational element of the Facility for educational purposes using a remotely accessible colour CCTV system (see section [X]).

Environmental Consideration and Nuisance Control

- 1.53 The Waste Services Contractor shall minimise nuisance and environmental impact during construction and shall design and construct the Works so as to minimise nuisance and environmental impact including but not limited to the impact of:
- a) light;
 - b) noise;
 - c) vermin and other pests;
 - d) litter;
 - e) flies;
 - f) dust;
 - g) emissions;
 - h) odour; and
 - i) traffic.
- 1.54 The Waste Services Contractor shall ensure that all construction vehicles leaving the Site(s) are adequately cleaned to prevent the deposit of waste material and debris on any Adjoining Property or highway. If such material or debris is so deposited the Waste Services Contractor shall employ such measures as shall be necessary to remove the material and debris and to clean and reinstate such Adjoining Property and or highway to the reasonable satisfaction of the owners or occupiers. This, as a minimum, should be in line with the requirements of section 9 of the Code of Practice to the Environmental Protection Act 1990 on litter and refuse in relation to cleanliness and timescales for areas with a medium intensity of use.

Health and Safety

- 1.55 The Waste Services Contractor shall:
- a) liaise with the Health and Safety Executive on all relevant matters;
 - b) co-ordinate its health and safety plans with the Authority's health and safety policies; and

[DN: Whose H&S policies will the Authority use for these purposes?]

- c) take all necessary steps, and provide the Authority with such information as the Authority reasonably requires to satisfy itself that all necessary steps are being taken, to identify and control risks to the health and safety of persons involved in the Works.

Fire Safety

- 1.56 The Waste Services Contractor shall identify and incorporate in the Works a robust fire strategy (which incorporates the output from a detailed fire assessment undertaken by a suitably qualified practitioner) to minimise both the cause of fire occurring and the subsequent impact of any fire.
- 1.57 The fire strategy and related fire design shall be submitted by the Waste Services Contractor to the Authority as a Reviewable Item [6] months prior to the Planned Service Commencement Date.

Quality Management System

- 1.58 The Waste Services Contractor shall implement a quality management system (the “Quality Management System”) that is compliant with ISO9001 or equal throughout the construction period. The Quality Management System introduced shall be to an appropriate recognised standard for waste management facilities, for design, construction and commissioning of new facilities and shall be in place before construction of the new Facility commences.
- 1.59 The Waste Services Contractor shall appoint a quality manager who shall in respect of the Works:
 - a) ensure the effective operation of and implementation of the Quality Management System;
 - b) audit the Quality Management System at regular intervals (and as a minimum every 6 months) and report the findings of such audit to the Waste Services Contractor and the Authority;
 - c) audit any sub-contractor’s Quality Management Systems, as a minimum every 6 months, to ensure the Waste Services Contractor’s overall compliance with the Waste Services Contract and report the findings of such audits to the sub-contractors and the Authority;
 - d) review the Quality Management System at intervals agreed with the Authority to ensure their continued suitability and effectiveness; and
 - e) liaise with the Authority on all matters relating to quality assurance.

Environmental Management System

- 1.60 The Waste Services Contractor shall implement an environmental management system (the “Environmental Management System”) in compliance with ISO14001 or equal at all times throughout the construction period.
- 1.61 The Waste Services Contractor shall appoint an environmental management manager who shall in respect of the Works:
 - a) ensure the effective operation of and implementation of the Environmental Management System;

- b) audit the Environmental Management System at regular intervals (and as a minimum every 6 months) and report the findings of such audit to the Waste Services Contractor and the Authority;
- c) audit any sub-contractor's Environmental Management System, as a minimum every 6 months, to ensure the Waste Services Contractor's overall compliance with the Waste Services Contract and report the findings of such audits to the sub-contractors and the Authority;
- d) review the Environmental Management System at intervals agreed with the Authority to ensure their continued suitability and effectiveness; and
- e) liaise with the Authority on all matters relating to environmental management.

Construction Programme

- 1.62 The Waste Services Contractor shall develop and maintain a detailed Construction Programme covering all elements of the Works and based on the Construction Programme included in the relevant Method Statement.
- 1.63 The Waste Services Contractor shall submit to the Authority the Construction Programme and any subsequent amendment to the Construction Programme within 5 Business Days of its amendment and adoption for the Works.
- 1.64 The Waste Services Contractor shall carry out the Works in accordance with the Construction Programme.

Construction Waste Management

- 1.65 The Waste Services Contractor shall in respect of the works;
 - a) implement a Site Waste Management Plan throughout the design and construction period in compliance with the Site Waste Management Plans Regulations 2008, but also include in such plan, project-specific targets for waste recovery and reused and recycled content set out in paragraphs (c) and (d) below and for waste reduction;
 - b) measure and report (following the method for construction waste measurement and reporting agreed by the UK Contractors Group, available at http://www.wrap.org.uk/construction/tools_and_guidance/reporting_portal.html) the quantity of waste produced and the quantity of waste sent to landfill (tonnes per £100k of construction spend);
 - c) recover up to [X]% and at least a minimum of 80% of construction and demolition materials; and
 - d) ensure that up to [X]% and at least a minimum of 15% of total material value derives from reused and recycled content in new build, select the top opportunities to exceed this figure without increasing the cost of materials and report actual performance.

- 1.66 Before starting on site, the Waste Services Contractor shall submit to the Authority a copy of the Site Waste Management Plan, identifying the actions to be taken to reduce waste, increase the level of recovery and increase reused and recycled content, and quantifying the resulting changes. The Contractor shall forecast waste quantities and reused and recycled content from an early design stage (for instance by using Wrap's Net Waste Tool. The Net Waste Tool is freely accessible at <http://nwtool.wrap.org.uk/>)

Construction Phase Reporting

- 1.67 The Waste Services Contractor shall submit to the Authority within [5] Business Days following the end of each month throughout the construction period, a monthly construction progress report (the "Monthly Construction Progress Report") covering the construction activities carried out in the proceeding month. The Monthly Construction Progress Report shall include as a minimum a description of the following:
- a) assessment of actual progress by comparison to the submitted Construction Programme;
 - b) any issues that may impact on the deliverability of the Construction Programme;
 - c) progress with obtaining planning and permitting Consents against the requirements within the Project Agreement;
 - d) progress with discharging any requirements of the Consents;
 - e) report on any material risk to achieving the Planned Service Commencement Date; and
 - f) where the Monthly Construction Progress Report covers the period in which the Readiness Certificate is issued, the Monthly Construction Progress Report shall include a copy of the Readiness Certificate.

As-Built Drawings

- 1.68 The Waste Services Contractor shall provide the Authority, a set of computer-aided design ("CAD") As-Built Drawings on the earlier of the date falling 20 Business Days after the date they become available to the Waste Services Contractor or within 6 months after the date of issue of the Readiness Test Certificate in respect of the Facilities. These drawings shall be compatible with a format acceptable to the Authority and be capable of being edited and used by the Authority.
- 1.69 The Waste Services Contractor shall promptly update the As-Built Drawings supplied to the Authority to reflect any changes from time to time and promptly provide a set of such amended As-Built Drawings to the Authority within 20 Business days after the date that they became available to the Waste Services Contractor.

Communication-Public Relations

- 1.70 The Waste Services Contractor shall put in place and operate throughout the period up to the Service Commencement Date, a communication strategy which:
- a) identifies those likely to be affected by the Works and other key stakeholder groups with concerns that may be critical to the success of the project; and
 - b) identifies likely concerns and sets out how best to engage with each individual stakeholder group.
- 1.71 The Waste Services Contractor shall takes all appropriate steps to mitigate these concerns; and record all complaints and comments (verbal or otherwise), letters or notices from any members of the public or statutory authority.
- 1.72 The Waste Services Contractor shall register the Site(s) in the Considerate Constructors Scheme and comply with the Considerate Code of Practice.

PR2 COMMISSIONING REQUIREMENTS

Commissioning

- 2.1 The parties shall jointly appoint an Independent Certifier whose contract shall be entered simultaneously with this Waste Services Contract.
- 2.2 The Waste Services Contractor shall submit to the Authority as a Reviewable Item the Testing and Commissioning Plan for the Facilities based on an outline in the relevant Method Statement as a minimum 6 Contract Months prior to the Planned Readiness Date.
- 2.3 The Commissioning Plan shall include but not be limited to the Waste Service Contractor's proposals for:
 - a) cold commissioning (ie without waste) of individual equipment and facilities;
 - b) the process to achieve the Readiness Tests;
 - c) hot commissioning (ie with waste) of the Works including the incremental acceptance, processing and treatment of Contract Waste; and
 - d) the Acceptance Tests.
- 2.4 The Testing and Commissioning Plan shall be no less onerous than that included with the relevant Method Statement and should be sufficient to ensure independent verification that each element of the equipment and facilities work in accordance with this specification.
- 2.5 The Waste Services Contractor shall carry out the commissioning in accordance with the agreed Testing and Commissioning Plan. The Council shall have the right to conduct inspections of the Facilities, attend any commissioning and performance inspection, enquiry, test or investigation undertaken by or on behalf of the Waste Services Contractor in accordance with the Waste Services Contract.
- 2.6 The Waste Services Contractor shall prior to carrying out the Readiness Tests, carry out cold commissioning of the Works to demonstrate that the design construction installation and plant performance:
 - a) comply with health and safety Legislation and guidance;
 - b) comply with manufacturers requirements;
 - c) are suitable for testing their integration within the Works;
 - d) are fit for their intended purpose; and
 - e) are capable of meeting the requirement of this output specification.
- 2.7 The Independent Certifier shall satisfy himself that the testing Readiness Tests have been satisfactorily completed prior to issuing the Readiness Test Certificates.
- 2.8 After the issuance of the Readiness Test Certificates, the Waste Services Contractor shall carry out hot commissioning of the Works to demonstrate that their design, construction, installation and plant performance:

- a) comply with health and safety Legislation and guidance;
- b) comply with manufacturers requirements;
- c) are suitable for integration within the Works;
- d) are fit for their intended purpose; and
- e) the requirements of this output specification.

2.9 The Independent Certifier shall satisfy himself that the Acceptance Tests have been satisfactorily completed prior to issuing the Acceptance Test Certificates.

Commissioning Phase Reporting

2.10 The Waste Services Contractor shall submit to the Authority within [5] Business Days following the end of each Contract Month during the Commissioning Phase, a Monthly Commissioning Progress Report covering all the commissioning and testing activities carried out in the preceding Contract Month. The Monthly Commissioning Progress Report shall include as a minimum a description of the following:

- a) assessment of actual progress by comparison to the submitted Commissioning Programme;
- b) summary of the commissioning tasks in the following monthly period; and
- c) details of any Commissioning works that may result in a delay to the delivery of a fully operational and commissioned Facility and the Waste Services Contractor's proposal for minimising the impact of such delays.

Mechanical and Electrical Specifications

2.11 The Waste Services Contractor shall adopt and implement a recognised industry standard mechanical and electrical works specification for the commissioning and testing of the Works.

Security

2.12 The Waste Services Contractor shall provide Facilities that enable the Site(s) to be secure and to prevent unauthorised access to the Site(s) following the Readiness Date.

2.13 The Waste Services Contractor will install CCTV in each appropriate zone of each site and at each entrance to the public highway and ensure that this is subject to appropriate monitoring of potential security issues.

Quality Management System

2.14 The Waste Services Contractor shall implement the quality management system that is compliant with ISO9001 or equal throughout the commissioning and testing periods.

Environmental Management System

- 2.15 The Waste Services Contractor shall implement an Environmental Management System in compliance with ISO14001 or equal at all times throughout the commissioning and testing periods.

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PR3 SERVICE REQUIREMENTS

PR 3.1 DIVERSION TARGETS

General Requirements

3.1 The Waste Services Contractor shall provide and maintain:

- a) a Service Delivery Plan that shows how the requirements of this Part 3 will be delivered;
- b) relevant quality assurance standards for the Service as set out in sections [insert section number and [insert section number];
- c) relevant environmental management standards for the Service as set out in sections [insert section] and [insert section];
- d) monitoring and reporting systems for the performance of the Services; and
- e) access for the Authority to information and assistance necessary to monitor the Service.

Contract Waste Management Targets

3.2 The Waste Services Contractor shall accept all Contract Waste from the Planned Service Commencement Date. In each Contract Year the Waste Services Contractor shall achieve the Contract Targets in Tables PR3-1, 3-2, 3-3, 3-4, 3-5 and 3-6.

[Note to bidders: A full list of projected tonnages by Contract Waste Type is contained in the Authority's mass flow model and Part F of this document. The precise collection systems for organics and dry recyclables are subject to dialogue.]

3.3 The Waste Services Contractor will also produce SRF in accordance with Part D and deliver it to the Fuel Use Contractors.

[Note to bidders: The fuel conversion performance should be bid back in table [3-4]. The Authority has projected the fuel conversion ration of treated residual waste to be 50% and has reflected this in its projected tonnages for its Fuel Use Contract. It is conceivable that the Waste Services Contractor could produce more fuel than the Fuel Use Contractor(s) have the capacity to accept. Under such circumstances the disposal of excess fuel will be the responsibility of the Waste Services Contractor.]

3.4 The requirements of 3.2 and 3.3 shall not apply to waste consigned to treatment or disposal facilities within the scope of arrangements procured through the Short Term MRF and Interim Residual Waste Procurements and novated into this Waste Services Contract. The provisions of each novated contract shall apply.

[DN: The paragraph above will change to reflect the Authority's position on the interim arrangements.]

Table 3-1 Diversion Targets for Acceptable Contract Waste per Contract Year

Year	Maximum BMW to Landfill (Authority LATS Targets) (Tonnes) ¹	Contractors Guaranteed Maximum BMW to Landfill [to be completed by the Waste Services Contractor] ²	Target Minimum Contract Waste (CW) Diverted from Landfill(% of CW) ³	Minimum Guaranteed Contract Waste (CW) Diverted from Landfill(% of CW) [to be completed by the Waste Services Contractor] ⁴	Target Minimum Contract Waste Recycled, Composted or Reused (% of CW) ⁵	Contractors Guaranteed Maximum Contract Waste Recycled, Composted or Reused (% of CW) [to be completed by the Waste Services Contractor] ⁶
2014	54651		65.4%		44%	
2015	208346		67.0%		45%	
2016	198089		68.6%		46%	
2017	187832		70.2%		47%	
2018	177575		71.8%		48%	
2019	167318		73.4%		49%	
2020	167318		75.0%		50%	
2021	167318		75.0%		50%	
2022	167318		75.0%		50%	
2023	167318		75.0%		50%	
2024	167318		75.0%		50%	
2025	167318		75.0%		50%	
2026	167318		75.0%		50%	
2027	167318		75.0%		50%	
2028	167318		75.0%		50%	
2029	167318		75.0%		50%	
2030	167318		75.0%		50%	
2031	167318		75.0%		50%	
2032	167318		75.0%		50%	
2033	167318		75.0%		50%	
2034	167318		75.0%		50%	
2035	167318		75.0%		50%	
2036	167318		75.0%		50%	
2037	167318		75.0%		50%	
2038	167318		75.0%		50%	
2039	167318		75.0%		50%	
2040	167318		75.0%		50%	
2041	167318		75.0%		50%	
2042	167318		75.0%		50%	
2043	167318		75.0%		50%	
2044	167318		75.0%		50%	
2045	167318		75.0%		50%	
2046	167318		75.0%		50%	
2047	167318		75.0%		50%	
2048	167318		75.0%		50%	
2049	167318		75.0%		50%	
2050	167318		75.0%		50%	
2051	167318		75.0%		50%	
2052	167318		75.0%		50%	
2053	167318		75.0%		50%	
2054	167318		75.0%		50%	
2055	167318		75.0%		50%	

¹ [Note: From 2019/20 onwards the annual LATS allowances are assumed to be the same as those allocated in 2019/20.]² [Note: please assume that SRF combustion is 100% effective in calculating BMW diversion.]³ [Note: Using NI 193 Definition.]⁴ [Note: Using NI 193 Definition.]⁵ [Note: Using NI 192 Definition.]⁶ [Note: Using NI 192 Definition and based upon the projected arisings in the waste flow model and tables PR3-2 to 3-6.]

Table 3-2: Reject Targets and Performance for Delivered Dry Recyclables per Contract Year

Authority's Maximum Delivered Contamination Rate - Commingled Dry Recyclables (includes Trade) ⁷	Contractor's Guaranteed Maximum Reject Rate - Commingled Dry Recyclables (includes Trade) [to be completed by the Waste Services Contractor] ⁸	Authority's Maximum Delivered Contamination Rate – Source Separated Dry Recyclables (includes Trade)	Contractor's Guaranteed Maximum Reject Rate – Source Separated Dry Recyclables (includes Trade) [to be completed by the Waste Services Contractor]
5%	[5%]	2%	[2%]

Table 3-3: Reject Targets and Performance for Delivered Organics per Contract Year

Authority's Maximum Delivered Contamination Rate – Food Waste (includes Trade) ⁹	Contractor's Guaranteed Maximum Reject Rate – Food Waste (includes Trade) [to be completed by the Waste Services Contractor]	Authority's Maximum Delivered Contamination Rate – Green Waste (includes Trade and excludes HWRC)	Contractor's Guaranteed Maximum Reject Rate – Green Waste (includes Trade and excludes HWRC) [to be completed by the Waste Services Contractor]	Authority's Maximum Delivered Contamination Rate – Mixed Green and Food Waste (includes Trade)	Contractor's Guaranteed Maximum Reject Rate – Mixed Green and Food Waste (includes Trade) [to be completed by the Waste Services Contractor]
2%	[2%]	2%	[2%]	2%	[2%]

⁷ [Note: The degree of commingling of dry recyclables is subject to review and the split between commingled and source separated wastes may change.]

⁸ [Using NI 192 Definition of waste 'sent for recycling.']

⁹ [Note: The degree of commingling of organic waste is subject to review and the split between commingled and source separated wastes may change.]

Table 3-4: Process Efficiency Performance for Treated Residual Waste

Year	Contractor's Guaranteed Minimum Gaseous/ Moisture Loss Rate for Treated Residual Waste [to be completed by the Waste Services Contractor]	Contractor's Guaranteed Maximum Landfill Rate for Treated Residual Waste [to be completed by the Waste Services Contractor]	Contractor's Guaranteed Minimum Recycling/ Composting Rate for Treated Residual Waste [to be completed by the Waste Services Contractor]	Contractor's Guaranteed Minimum SRF Production Rate for Treated Residual Waste [to be completed by the Waste Services Contractor]
2014				
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
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2055				

Table 3-5: Process Efficiency Performance for Treated Residual Waste

Year	Contractor's Guaranteed Maximum Landfill Rate for Un-Treated Residual Waste [to be completed by the Waste Services Contractor]	Contractor's Guaranteed Minimum Recycling/ Composting Rate for Un-Treated Residual Waste [to be completed by the Waste Services Contractor]
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
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2055		

Table 3-6: Process Efficiency Targets for HWRC Waste

Year	Contractor's Guaranteed Maximum Landfill Rate for Un-Treated Residual Waste [to be completed by the Waste Services Contractor]	Contractor's Guaranteed Minimum Recycling/ Composting Rate for Un-Treated Residual Waste [to be completed by the Waste Services Contractor]
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
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2055		

[DN: Tables are subject to final discussion and link with Payment Mechanism]

PR3.2 Environmental Management

Sustainable Development and Carbon Impacts

- 3.5 The Waste Services Contractor shall provide a service that is consistent with the national, regional and local policy framework. Particular regard should be paid to the principle of sustainable development, and minimising the carbon footprint of the service.
- 3.6 The Waste Services Contractor shall produce and implement a carbon management plan that demonstrates how the carbon footprint of the Works and Services are to be managed over the life of the Waste Services Contract. This shall cover the construction, commissioning and operation of the Facility, and any associated transportation, but shall exclude elements that are outside the remit of the Waste Services Contract such as the kerbside collection of waste.
- 3.7 The Waste Services Contractor shall minimise, as far as is practicable, the export of Recyclable and Recoverable materials out of north London in the first instance and, as far as is practical, minimise its export from the wider Greater London area where the reprocessing of materials in north London is otherwise not possible.
- 3.8 The Waste Services Contractor shall utilise, wherever technically and economically feasible, sustainable modes of transport in the transport and transfer of all materials within the scope of the Waste Services Contract.

[Note to bidders: Carbon impacts will be tested using WRATE/other recognised LCA tool and using the current service provision as the baseline case.]

Impact on the Local Environment

- 3.9 The Waste Services Contractor shall develop and maintain an Environmental Impact Control Plan included in the relevant Method Statement.
- 3.10 The Environmental Impact Control Plan shall include all procedures and actions required by the Waste Services Contractor to:
- a) minimise the environmental impacts of transporting, receiving, treating and disposing of the Contract Waste including but not limited to the impacts from:
 - i. light;
 - ii. noise;
 - iii. vermin and other pests;
 - iv. litter;
 - v. flies;
 - vi. dust;
 - vii. emissions;
 - viii. odour; and
 - ix. traffic.

- b) to meet the environmental conditions contained or referred to within the Consents;
- c) to meet all Legislation; and
- d) where, practical, minimise amenity impacts on the local population;

with respect to the Site(s) and all Waste Services Contractor operations and activities external to the Site(s).

- 3.11 The Waste Services Contractor shall comply with the latest version of the Environmental Impact Control Plan.
- 3.12 The Waste Services Contractor shall implement at its own cost the amendments to the Environmental Impact Control Plan including for the avoidance of doubt all changes required to the Facilities and Services.

Litter and Fly Tips

- 3.13 The Waste Services Contractor shall ensure that the ground within [50] metres of the boundary of each Site(s), including but not limited to access roads and adjoining land to which the Waste Services Contractor can lawfully obtain access without payment of monies, are kept free from litter and fly tipped waste.
- 3.14 Where litter or fly-tipped waste is comes to the attention of the Waste Services Contractor then:
 - f) within [20] minutes of becoming aware of the litter and or fly-tipping, the Contractor shall, contain, control and remove such waste with consideration to its health and safety obligations and clean up any affected area; and
 - g) consign this waste to appropriate treatment and/or disposal.

PR3.3 Operational Interface

Delivery of Contract Waste

- 3.15 The network of reception points provided in accordance with section [insert section number] shall be maintained throughout the Contract Period and shall accept Contract Waste delivered by an Authorised Vehicle during the Opening Hours agreed for specified Delivery Points as noted below.

Site	Normal Weekday Hours	Weekend Hours	Bank Holiday Hours	First Saturday Following Bank Holiday Hours
Hendon or replacement site	06:15-19:00	06:15-12:00	Closed	06:15-18:00
Hornsey St or Replacement Site	06:00-00:00	08:30-00:00	08:30-00:00	08:30-00:00
Pinkham way or Replacement Site	06:00-00:00	08:30-00:00	08:30-00:00	08:30-00:00
Kier Park or Replacement Site	06:00-00:00	08:30-00:00	08:30-00:00	08:30-00:00

[DN: Subject to confirmation by the Authority]

- 3.16 Subject to planning and permitting conditions, the Waste Services Contractor shall accept Contract Waste outside the Opening Hours where requested by the Authority provided always that such requests are consistent with all Consents, and that the Authority has provided [4] hours notice of the requirement for the delivery of Contract Waste outside the Opening Hours.
- 3.17 The Waste Services Contractor shall take full account of variable waste delivery patterns that can arise, particularly after public and bank holidays. The Waste Services Contractor shall determine the likely extent of abnormal waste delivery patterns and make due allowance for them while preserving the standards that apply to 'normal' waste delivery periods. The Waste Services Contractor shall maintain a close liaison between the appropriate levels of management of the Waste Services Contractor and the Authority in relation to day to day Contract Waste delivery
- 3.18 The Waste Services Contractor shall implement the Non Authorised Vehicle Acceptance Procedure based upon the relevant method statement for each occurrence where Contract Waste is delivered to a Site in a vehicle not previously notified in advance to the Waste Services Contractor as an Authorised Vehicle or without the correct written or electronic authorisation.
- 3.19 By reference to an Automatic Number Plate Recognition ("ANPR") system located on the Site entrance and integrated with the weighing facilities, the Waste Services

Contractor shall ensure:

- a) at least [] vehicles per hour delivering Contract Waste are able to enter the Site(s), be weighed, monitored, discharge their Contract Waste and leave the Site(s); and
 - b) a maximum turnaround time per vehicle delivering Contract Waste from entering a Site, be weighed, monitored, discharge and leave the Site of [20] minutes.
- 3.20 The Waste Services Contractor shall provide such assistance as is reasonably required to assist in the unloading of Contract Waste commensurate with the design and operation of the Facilities and as specified within the relevant Method Statements, and as a minimum within [X] minutes of a request from a delivery vehicle operative.

Delivery of SRF to Fuel Users

- 3.21 The Waste Services Contractor shall take reasonable endeavours to reduce variable SRF delivery patterns that can arise, particularly after public and bank holidays. The Contractor shall maintain a close liaison between the appropriate levels of management of the Waste Services Contractor and the Authority in relation to day-to-day Contract SRF delivery.

[DN: Transport of SRF needs further consideration]

Third Party Waste

- 3.22 At the sole discretion of the Authority, the Waste Services Contractor shall be entitled to process Non-Contract Waste at the Site(s) to quantities which take up any spare capacity over and above that taken by Contract Waste, provided that:
- a) Contract Waste shall be accepted and treated in priority to Third Party Waste;
 - b) Third Party Waste will not displace Contract Waste from the Facility; and
 - c) Third Party income sharing provisions set out in the Payment Mechanism apply.
- 3.23 The Waste Services Contractor shall develop and implement a Third Party Waste Plan that sets out the forecast spare capacity at the Facility and potential tonnage of Third Party Waste that can be accepted. The Third Party Waste Plan shall also detail the financial benefits to the Authority that arise from the Waste Services Contractor processing Third Party Waste and the protocol for its acceptance.
- 3.24 The Waste Services Contractor will meet reasonable requests for information on the financial benefits, charges and other relevant information in relation to individual proposed arrangements with third parties at the Authority's request to enable informed use of its discretion
- 3.25 The Waste Services Contractor shall share no less than [75%] of the net revenues from the sale of Third Party Waste with the Authority.

Enquiries and Complaints Plan

- 3.26 The Waste Services Contractor shall develop a Complaints Plan with reference to the relevant method statement that sets out the procedures to follow for managing questions, complaints and disputes relating to the operation of the facilities and the performance of the services.

- 3.27 The Waste Services Contractor shall implement the Complaints Plan for all complaints received by the Contractor within [2] hours.

Local Government Performance

- 3.28 The Waste Services Contractor shall comply with requests for information, data or other assistance to enable the Authority to undertake and produce Performance-related reports, for the Authority's waste operations and those of its constituent boroughs, the Authority's waste strategy and the Comprehensive Performance Assessment of both itself and the Constituent Boroughs. The work involved in assisting the Authority to produce these reports shall use information that is readily available to the Contractor and shall be provided within [2] Business Days of receiving the request.

Information

- 3.29 The Contractor shall utilise a computerised card entry system and data handling system which shall be electronically linked to the weighbridge and shall report the weights, sources and types of Contract Waste and any Non-Contract Waste delivered without the need for manual input.
- 3.30 The Waste Services Contractor shall inspect, monitor, weigh and electronically record and sample (in accordance with the agreed procedure), in relation to each Contract Waste and Non-Contract Waste load and vehicle entering or exiting the Site(s), information required for the purpose of meeting their obligation under the Contract and in support of the Authority's statutory reporting requirements including but not limited to:
- a) date
 - b) description of waste;
 - c) waste sampling (including cataloguing and chemical analysis);
 - d) gross and net weights;
 - e) disposal contractor number;
 - f) registered Contract Waste/Non-Contract Waste carrier number;
 - g) source/destination of wastes/product/residue;
 - h) time of arrival/departure; and
 - i) vehicle registration number.
- 3.31 In the event of breakdown of a weighbridge installation, a manual auditable recording system shall immediately be implemented and maintained in operation. Weighbridges shall be calibrated in accordance with the requirements of Trading Standards.
- 3.32 The Waste Services Contractor shall issue a copy of the weighbridge ticket to each vehicle which transports Contract Waste and residues to or from any of the Facilities and/or Site(s) and shall keep copies of such tickets for a period of seven years.

[Note to bidders: Bidders are welcome to propose the use of appropriate electronic weighbridge tickets compliant with EA and Customs & Excise requirements.]

- 3.33 The Waste Services Contractor shall prepare a Weekly Service Report and submit it to the Authority within 1 Business Days after the end of each Contract Week. The Weekly Service Report shall set out all information required by the Authority to verify the performance of the Contractor. The report shall take the form of a written report within an agreed template containing all quantitative and qualitative data supplemented by a spreadsheet containing quantitative data in a format that will facilitate the Authority's data systems.
- 3.34 The Contractor shall prepare a Monthly Service Report and submit it to the Authority within [15] Business Days after the Contract Month end. The Monthly Service Report shall set out all information required by the Authority to verify the performance of the Contractor and the Monthly Payment in respect of the Contract Month just ended as set out in Schedule [X] to the Project Agreement.
- 3.35 The Monthly Service Review Report should include but is not limited to:
- a) the status of any actions from the previous Weekly Service Report;
 - b) details of all Contract Waste and Non-Contract Waste accepted by the Contractor including but not limited to:
 - i. total tonnage of Contract Waste and Non-Contract Waste;
 - ii. number of separate deliveries;
 - iii. quantity of Contract Waste and Non-Contract Waste stored on Site(s) at the beginning of each Contract Month;
 - iv. quantity of Contract Waste and Non-Contract Waste treated;
 - v. sources and type of Contract Waste and Non-Contract Waste; and
 - vi. number of vehicles and tonnage or estimated tonnage of Contract Waste rejected prior to discharge.
 - c) details of all Contract Waste, Non-Contract Waste and process residues removed from the Site(s) and environmental performance including but not limited to:
 - i. total tonnage (broken down by type e.g. Contract Waste, Non-Contract Waste, treatment residues etc) sent to Landfill or to another re-use outlet;
 - ii. number of outgoing loads; and
 - iii. destination;
 - d) data and information required for the purpose of determining the Unitary Charge in accordance with the Payment Mechanism and including the relevant Monthly Service Report and invoicing requirements;
 - e) details of any breaches of Legislation or Consents by the contractor in relation to the provision of the Services;
 - f) a statement of the status of all Consents and any applications for new or amended Consents;
 - g) a resume of the reasons for any delay in the provision of the Service together with

details of the actions and timetable to be taken to mitigate delays;

- h) a summary statement of any changes requested by the Authority or undertaken or proposed by the Contractor;
 - i) details of any outstanding information required by the Authority and/or Contractor in connection with the Contract;
 - j) details of each instance of the events or circumstances resulting in Non-Acceptance Deductions or Mileage Deductions or Performance Deductions;
 - k) details of any complaints received from the public and/or the Authority;
 - l) details of any health, safety or welfare related issues including any RIDDOR reportable incidents;
 - m) details of any fires and the reasons for the fires occurrence along with the Contracts proposals to prevent future reoccurrence;
 - n) any relevant training initiatives undertaken or planned;
 - o) details of any maintenance carried out; and
 - p) any other matter reasonably required by the Authority in relation to the Project.
- 3.36 The Waste Services Contractor shall submit to the Authority, within [30] Business Days of the end of each Contract Year, an Annual Services Report on the performance and delivery of the Services for the previous Contract Year. The Annual Service Report shall set out all information required by the Authority to verify the performance of the Waste Services Contractor as set out in Schedule [X] of the Project Agreement.
- 3.37 The Waste Services Contractor shall upon a written request from the Authority, promptly provide such written evidence or other supporting information as the Authority may reasonably require for verifying and auditing the information and other material contained in either the Monthly Service Report or the Annual Services Report. The Authority may make comments on and/or make objections to the written evidence, supporting information, Monthly Services Report or Annual Services Report and in such cases shall provide the Contractor with written comments and/or objections within [5] Business Days of receipt of the evidence, information or Monthly Services Report or Annual Service Report as the case may be.
- 3.38 The Waste Services Contractor shall provide within [3] Business Days of a request from the Authority, provide information to support the Authority's internal and external public relations activities in connection with the project
- 3.39 The Waste Services Contractor shall:
- a) ensure that all systems comprising the Management Information System shall be maintained in accordance with good industry practice and shall be capable of interfacing electronically with those of the Authority and shall follow principles of transparency and auditability
 - b) permit the Authority and Authority Personnel unfettered access to the Management Information System, on a real time industry-standard machine-readable format

- 3.40 The Management Information System shall as a minimum, record the information required to produce all the reports required under this Output Specification:
- a) waste delivery, treatment and disposal records;
 - b) plant performance;
 - c) performance monitoring data;
 - d) details of all Performance Standard Failures; and
 - e) details of any RIDDOR failures.

Emergency Call-Out Response

- 3.41 The Contractor shall ensure a senior member of Personnel is available to provide a direct contact point for the Authority 24 hours a day throughout the period from the date of the Acceptance Certificate to the expiry of the Contract.
- 3.42 The Contractor shall produce and agree an emergency call out procedure and shall submit it to the Authority as part of the Service Delivery Plan.
- 3.43 The Contractor shall complete an annual exercise to test the emergency call out procedures. This exercise will be planned and executed with Authority involvement.
- 3.44 Where required the Contractor shall assist emergency planning exercises being carried out by the Authority or its constituent authorities.
- 3.45 The Waste Services Contractor shall operate and maintain a suitable communication system for its operatives and managers that must be capable of being used by both the Waste Services Contractor's employees and the Authority in the event of an emergency.

PR3.4 – Facilities and Contract Management

Planned Maintenance

- 3.46 The Waste Services Contractor shall undertake Planned Maintenance which includes all maintenance of the Facilities to comply with the manufacturer's requirements, Operating Manuals, Method Statements, agreed lifecycle replacement and to achieve the Works Quality Standards set out in Appendix A.
- 3.47 The Planned Maintenance shall be carried out in a safe manner to comply with good industry practice, the requirements of Law and comply with the relevant Method Statements at all times.
- 3.48 The Waste Services Contractor shall ensure that its maintenance and operating procedures are compliant with the requirements of this PR3.5 and in any event are sufficient to ensure that:
- a) the Facilities are available to meet the requirements of the Waste Services Contract and this Schedule;
 - b) the Facilities can maintain the design intention of the Facilities to achieve their full working life; and
 - c) the Facilities and the Assets are handed back to the Authority on the Expiry Date in a condition complying with the requirements of this PR3.4 and the Handback Requirements.
- 3.49 As part of the Planned Maintenance, the Waste Services Contractor shall produce and issue to the Authority a detailed Annual Schedule of Planned Maintenance which shall be submitted to the Authority [6] months in advance of the Planned Service Commencement Date and subsequent anniversary. This shall include but not be limited to information relating to all implications arising from carrying out the proposed maintenance and all implications on the Authority's operations while the maintenance is in progress.
- 3.50 The Waste Services Contractor shall supply a Monthly Schedule of Planned Maintenance which shall be submitted to the Authority [10] Business Days before the end of the Contract Month. The Monthly Schedule of Planned Maintenance shall be consistent with the Annual Schedule of Planned Maintenance. The Monthly Schedule of Planned Maintenance shall include but not be limited to information relating to the upcoming maintenance for the following Contract Month and any implications arising from the previous Contract Month's Planned Maintenance.
- 3.51 The Waste Services Contractor shall comply with the Monthly Schedule of Planned Maintenance and shall ensure that all maintenance identified within this Schedule is completed by the end of each Contract Month.
- 3.52 The Contractor's Planned Maintenance shall be consistent with the design philosophy, the attainment of the Minimum Residual Life and component life expectancy and shall be commensurate to maintaining the Facility(s) in a robust operational status with normal wear and tear.
- 3.53 The Waste Services Contractor shall make provisions within the Annual and Monthly Schedules of Planned Maintenance to minimise any nuisance and environmental impact during the maintenance activities in order to ensure they do not constitute a nuisance during maintenance.

Reactive Maintenance

- 3.54 The Waste Services Contractor shall provide Reactive Maintenance to rectify all faults to the Works to achieve the Works Quality Standards set out in Appendix [A]. This shall be carried out in a safe manner to comply with good industry practice, health and safety, environmental considerations and the requirements of Law at all times.

Contingency Plan

- 3.55 The Waste Services Contractor shall develop and agree with the Authority a Contingency Plan that identifies how the Services will be provided in the event that the Authority is required to deliver Contract Waste to a Contingency Delivery Point or that SRF cannot be delivered in line with the Contract on a permanent or temporary basis or during emergency situations or in times of Reactive or Planned Maintenance. The Contingency Plan shall include as a minimum:
- a) location(s) of Contingency Delivery Point(s);
 - b) arrangements for the redirection of Contract Waste to Contingency Delivery Point(s); and
 - c) details of any impact on the Services as a result of using the Contingency Delivery Point(s).
- 3.56 The Waste Services Contractor shall notify the Authority [2] business days prior to implementing the Contingency Plan. The Waste Services Contractor shall notify comply with the Contingency Plan.
- 3.57 The Contingency Plan shall be updated by the Waste Services Contractor as a minimum on an annual basis or as required due to a change in the proposed contingency arrangements.
- 3.58 The Waste Services Contractor shall submit any proposed changes to the Contingency Plans to the Authority in accordance with the Review Procedure and provide an updated Contingency Plan to the Authority within 5 days of a change agreed pursuant to paragraph [3.5].
- 3.59 The Waste Services Contractor shall confirm within 5 days of each Contract Year that the Contract Plan is up to date.

Quality Management System

- 3.60 The Waste Services Contractor shall implement a Quality Management System that is compliant with ISO9001 or equal at all times following the actual Service Commencement Date.
- 3.61 The Waste Services Contractor shall appoint a quality manager who shall in respect of the Services:
- a) ensure the effective operation of and implementation of the Quality Management System;
 - b) audit the Quality Management System at regular intervals (and as a minimum every [12] Contract Months) and report the findings of such audit to the Waste Services Contractor and the Authority;
 - c) audit any sub-contractor's Quality Management Systems, as a minimum every

[12] Contract Months, to ensure the Waste Services Contractor's overall compliance with the Contract and report the findings of such audits to the sub-contractors and the Authority;

- d) review the Quality Management System at intervals agreed with the Authority to ensure their continued suitability and effectiveness; and
- e) liaise with the Authority on all matters relating to quality assurance.

Environmental Management System

3.62 The Waste Services Contractor shall implement an Environmental Management System that is compliant with ISO14001 or equivalent at all times following the actual Service Commencement Date.

3.63 The Waste Services Contractor shall appoint an environmental management manager who shall in respect of the Services:

- a) ensure the effective operation of and implementation of the aforementioned Environmental Management System;
- b) audit the Environmental Management System at regular intervals (and as a minimum every [12] Contract Months) and report the findings of such audit to the Contractor and the Authority;
- c) audit any sub-contractor's Environmental Management Systems, as a minimum every [12] Contract Months, to ensure the Contractor's overall compliance with the Contract and report the findings of such audits to the sub-contractor and the Authority;
- d) review the Environmental Management System at intervals agreed with the Authority to ensure their continued suitability and effectiveness; and
- e) liaise with the Authority on all matters relating to environmental management.

Health and Safety

3.64 In carrying out the Services, the Waste Services Contractor shall comply with all applicable health and safety Legislation and requirements including but not limited to:

- a) report any incidents under RIDDOR to the Health and Safety Executive;
- b) manage their compliance with health and safety Legislation and obligations in relation to their provision of Services;
- c) provide all Personnel with the appropriate Personal Protective Equipment;
- d) ensure that suitable first aid equipment is provided to all Personnel; and
- e) maintain accurate and up to date health and safety records and documentation and make these available for inspection by the Authority's Representative or the Authority's safety adviser when requested including COSHH manuals, Method Statements and risk assessments.

In the case of any accidents involving members of the public or that are reportable under RIDDOR, the Waste Services Contractor shall provide details of the same to the Authority within 2 Business Days of each such occurrence.

Fire Safety

- 3.65 The Waste Services Contractor shall carry out an annual detailed fire assessment of all Facilities and operations on the Site(s) taking into account all health and safety issues, protection of the environment and the requirement for business continuity. This review shall include, but is not limited to reviewing best practice and recommendations from fire investigations on similar Facilities and other related best practice industry guidance.
- 3.66 The Waste Services Contractor shall carry out the Services in a manner which is consistent with the adopted fire strategy for the Site(s) and Facilities which shall include but is not limited to procedures and the provision of quarantine areas in the event of a fire or potential risk of fire.
- 3.67 The Waste Services Contractor shall make any necessary changes to the fire strategy and propose changes to the relevant Method Statement to take account of emerging best practice.

Personnel

- 3.68 The Waste Services Contractor shall employ sufficient Personnel, including all necessary grades of supervisory staff, to ensure that Services are provided at all times and in all respects. The Waste Services Contractor shall ensure that a sufficient reserve of Personnel is available to meet all obligations during holidays and absences and in response to statutory duties and requirements.
- 3.69 The Waste Services Contractor shall provide the Authority with any information the Authority requests in relation to Personnel including but not limited to:
- a) the terms and conditions of employment;
 - b) the training records;
 - c) the records of any unspent convictions;
 - d) the skills and competencies of Personnel; and
 - e) the number of Personnel employed.
- 3.70 The Waste Services Contractor shall develop and annually maintain, personnel procedures and policies covering all relevant matters including discipline, grievance, equal opportunities and health and safety. These procedures and policies shall comply with all relevant legislation and good industry practice and shall be issued to the Authority once completed.
- 3.71 The Waste Services Contractor shall assist the Authority in complying with its obligation under section 71 of the Race Relation Act 1976 (as amended) to ensure that its functions are carried out with due regard to the need to eliminate unlawful racial discrimination and to promote equal opportunities and good relations between people of different racial groups.
- 3.72 The Waste Services Contractor, in providing the Service, shall undertake to comply with all relevant equalities legislation including the Sex Discrimination Act 1975 (as amended by the Equalities Act 2006), the Race Relations Act (as amended by the Race Relation Act 2000) and the Disabilities Discrimination Act 1995, and the Statutory Codes of Practice on the Duty to Promote Racial Equality (2002), the Duty

to Promote Gender Equality (November 2006) and the Duty to Promote Equality in relation to Disability.

- 3.73 The Waste Services Contactor shall notify all current and prospective Personnel of the requirement that they must disclose any convictions and shall notify the Authority of any convictions immediately. The Waste Services Contractor shall also provide copies of any unspent convictions to the Authority upon request.
- 3.74 The Waste Services Contractor shall develop and maintain an appropriate and up-to-date induction programme for all Personnel and the Waste Services Contractor shall ensure all new Personnel involved in the Service delivery undertake the induction programme prior to their commencement of work on Site(s).
- 3.75 The Waste Services Contractor shall ensure that all Personnel engaged in the delivery of the Services, in addition to the induction programme, are at all times properly and adequately notified, competent and instructed and the information recorded within their personal training records (including if practicable by way of continuing professional development) with regard to:
- a) the task that the individual has to perform;
 - b) all the provisions of the Waste Services Contract relevant to the duties to be performed;
 - c) the standing instructions and procedures, where relevant, to the Services;
 - d) all relevant health and safety hazards, rules, policies and procedures concerning health and safety at work and all other mandatory and statutory requirements;
 - e) fire precautions and fire procedures;
 - f) the need for Personnel to show courtesy and consideration at all times; and
 - g) improving energy and resource efficiency on the Facilities in line with mandatory standards and performance improvement targets.
- 3.76 In carrying out the duties described in this Schedule, the Waste Services Contractor shall ensure all Personnel are properly dressed in appropriate uniforms and work wear (including protective clothing and footwear where required) and wear identification badges at all times while working in the Facilities.
- 3.77 The Waste Services Contractor shall act in a manner to promote a positive image and not bring the Authority into disrepute.
- 3.78 The Waste Services Contractor shall adopt and adhere to a Staff Code of Conduct, which has been agreed between the parties, governing the behaviour of all employees.

Signage

- 3.79 The Facilities and designated areas at each site shall have sufficient clear, visible and legible signage to the standards of the Highway Code or equivalent to safely divert Authorised Users around the Site(s) (including signage for containers, storage areas and welfare facilities) and such signage shall be kept up to date and be reasonably free from damage.

Operation of Visitor Centre

[DN: Subject to confirmation that the Authority will have a visitor centre]

- 3.80 The Visitor Centre shall be available as a minimum five days a week to include Saturday, Sundays and bank holidays, but excluding Christmas Day, Boxing Day and New Years Day.
- 3.81 The Visitor Centre shall be free of charge to visitors and any Authority Related Party.
- 3.82 The Waste Services Contractor shall provide and maintain in good and workable condition all of the audio-visual aids (including a projector and screen).
- 3.83 The Waste Services Contractor shall provide reasonable access to toilets and washing facilities at any Visitor Centre, and such toilets and washing facilities are to contain:
- a) tiled areas reasonably free from damage or conspicuous deterioration;
 - b) toilet furniture reasonably free from damage or deterioration and which is fully functioning;
 - c) reasonably intact seals and other waterproof joints and where the same are reasonably free from staining or mould growth; and
 - d) toilet cubicle partitioning (if applicable) which is reasonably free from damage or deterioration and on which all fittings, including locks and handles are functioning.
- 3.84 The ceilings, walls, floors and windows of Visitor Centres shall be reasonably free of damage or deterioration (including grids and tiles where appropriate).

Operation of Virtual Visitor Centre

- 3.85 The Waste Services Contractor shall implement a public access web based visitor centre. This shall include for all the main waste reception and treatment areas appropriate video clips from the CCTV system or equivalent, and process description text setting out how the site activities take place. The website shall contain links to an appropriate area of the websites of each of the Authority's constituent authorities and the Authority shall have editorial and approval rights over the content.
- 3.86 The Waste Services Contractor shall also arrange for remote live access to the CCTV system for the Authorised Officer at all times, and for schools to undertake educational waste awareness activities by arrangement.
- 3.87 The Waste Services Contractor shall provide electronic information to the Authority on a weekly basis to ensure that all of the related information contained on the Authority's website is current and correct as specified by section [3.13].

Transfer and Haulage

- 3.88 Contract Waste once delivered to the Site(s) shall be deemed to be in the ownership of the Waste Services Contractor, unless the Waste Services Contractor rejects the waste in accordance with the Service Delivery Plan procedure and notifies the Council of such within 4 hours of receipt.
- 3.89 The Waste Services Contractor shall undertake all loading of outgoing haulage vehicles for all process residues and rejects.

- 3.90 The Waste Services Contractor shall prepare, maintain and implement a Waste Transport Plan to address all activities involving the Waste Services Contractor's vehicle fleet and associated traffic management arrangements (including signage) to and from Sites, including agreed transport routes.
- 3.91 The Waste Services Contractor shall take all reasonable measures in a manner consistent with good industry practice and Legal Requirements, to ensure safe and sustainable transport of materials.
- 3.92 Contract Waste, products and residues shall only be transported in enclosed containers or on netted / sheeted vehicles.

Management of Products and Residues from Contract Waste

- 3.93 The Waste Services Contractor shall prepare, maintain and implement a Marketing Plan which sets out the Waste Services Contractor's policies and strategies with regard to the marketing and sale of all products including materials, ROCs, energy and heat as appropriate, with the exception of SRF.
- 3.94 The Products shall not be deemed to have been sold or delivered to an end user until such time as they are accepted by a third party processor or an end market.
- 3.95 The Waste Services shall share the net revenues from the sale of products with the Authority in accordance with the Payment Mechanism.

Community Sector Liaison

- 3.96 The Waste Services Contractor shall develop, implement and operate a service that provides opportunities for community involvement.
- 3.97 The Waste Services Contractor shall develop and implement a community liaison plan (the "Community Liaison Plan") together with the Authority. The Community Liaison Plan shall include the scope, purpose and timetable for all consultations with relevant stakeholders and general procedures for handling questions, complaints and protests. The Waste Services Contractor shall update the Community Liaison Plan to reflect any changes in these arrangements.
- 3.98 The Waste Services Contractor shall facilitate community liaison group meetings as a minimum on a yearly basis.

PR4 Handback Requirements

Handback Requirements

- 4.1 The Waste Services Contractor shall develop a Handback Plan in accordance with the relevant Method Statement and submit it in accordance with the Review Procedure to the Authority within the first calendar year following the Service Commencement Date. The Handback Plan shall outline the agreed timetable and activities required for all significant events leading up to the handback of the Facilities to the Authority for use at either the Expiry Date or on early termination of the Contract. The Handback Plan shall cover as a minimum:
- a) land interests associated with the Site(s);
 - b) the updated and complete Waste Services Contract;
 - c) all Assets associated with the Site(s);
 - d) any ongoing liabilities; and
 - e) all personnel associated with the Facilities.
- 4.2 The Handback Plan shall include a programme which shall be updated as required during the lifetime of the Contract and shall be agreed with the Authority, prior to the Handback Plan being updated.
- 4.3 The Waste Services Contractor shall comply with the Handback Plan at all times during the handback process.
- 4.4 The Waste Services Contractor shall handback the Facilities in a physical and operational condition which will ensure the Minimum Residual Life.
- [Note to bidders: This is to be defined during the dialogue process. The condition shall be subject to agreement with the Authority, and subject to surveys, in accordance with the relevant part of the Waste Services Contract.]
- 4.5 The Waste Services Contractor shall arrange and pay for an independent survey of ground conditions to be carried out at least 6 months prior to the handback of the facilities. Any contamination of the site(s) that is identified, along with any other ongoing liabilities, as being the responsibility of the Waste Services Contractor shall be highlighted and the Waste Services Contractor shall either carry out remediation works to remove the contamination or pay the Contracting Authority a sum agreed by the two parties in lieu of remediating the contamination.
- 4.6 The Waste Services Contractor shall ensure that any remedial work required by the Authority is carried out and completed to the Authority's satisfaction at the Waste Services Contractor's cost before the Expiry Date.

Retention Fund

- 4.7 [24] months prior to the Expiry Date, the Authority shall deduct five [5] percent from each payment of the Unitary Charge payable and pay such amount into a retention fund ("the Retention Fund").
- 4.8 [24] months prior to the Expiry Date, the Authority shall be entitled to carry out or procure the carrying out of a survey to assess whether the Fuel Use Facility(ies) has been and is being maintained by the Waste Services Contractor in accordance with

its obligations.

- 4.9 Following the survey, the Authority will notify the Waste Services Contractor of the rectification or maintenance work which is required and the standard to which that work must be carried out ("the Required Standard") and the Waste Services Contractor shall carry out such work at its own expense.
- 4.10 If the work is carried out to the Required Standard, the Authority will reimburse the Waste Services Contractor's costs by a withdrawal from the Retention Fund.
- 4.11 If the Waste Services Contractor fails to carry out the necessary rectification and/or maintenance work to the Required Standard, the Authority will carry out or procure such work and recover the costs from the Retention Fund. If there are insufficient funds in the Retention Fund, the Authority will make deductions from the Unitary Charge to pay for such work.
- 4.12 Any credit balance in the Retention Fund at the Expiry Date will be paid to the Waste Services Contractor.

Training and Software

- 4.13 The Waste Services Contractor shall at the Waste Services Contractor's cost, provide all necessary training for the running of the Service to all persons notified by the Authority to the Waste Services Contractor no later than three (3) Contract Months before the end of the Contract Period to ensure the continued operation of the Waste Management Facilities.
- 4.14 The Waste Services Contractor shall hand over all software used in the operation of the Facility to the Authority including any specialist software which has been specifically created for the Waste Management Facilities. Training in this software shall be provided by the Waste Services Contractor at the Waste Services Contractor's cost to those Personnel nominated by the Authority.
- 4.15 A complete and up-to-date set of software manuals and software licenses shall be provided by the Waste Services Contractor at the Waste Services Contractor's cost to the Authority three (3) months prior to the end of the Contract Period.

Permits, Consents and Licences

- 4.16 The Waste Services Contractor shall assist the Authority in the transfer of all Consents to the Authority by the end of the Contract Period and make best endeavours to transfer them as soon as practically possible in the event of early termination.

Aftercare Plan

- 4.17 Provision for the dismantling or aftercare of all facilities upon their closure during or following the Contract Period may be carried out under separately agreed contractual arrangements. The Waste Services Contractor should however, as appropriate, separately prepare a suitable Aftercare Plan and provide an estimate for associated costs 6 months prior to the end of the Contract Period. The inclusion of these items within the Waste Services Contract will be subject to the approval of the Authority.
- 4.18 This Aftercare Plan shall embrace the care and maintenance of the sites, and include monitoring, maintenance of restoration materials and vegetation together with the management of the Environmental Management System already in place, and until such time as the Environment Agency is satisfied that the site permit may be handed

in, and/or where there is agreement that on-going liabilities may revert back to the responsibility of the Authority.

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Optional PR 5 – HWRC Requirements

Service Objectives

- 5.1 In addition to the wider objectives as set out in the introduction to this document and the relevant sections within PR1-4, the following additional objectives apply to the operation of HWRC's:
- a) the maintenance and operation of the network of HWRC's in such a way as to provide the most convenient and attractive service as possible for the residents of north London to deposit Contract Waste;
 - b) the prevention of the unauthorised deposition of Commercial Waste unless agreed by the Authority;
 - c) engagement with the third sector to practically maximise the socially beneficial re-use of durable items by community reuse schemes in North London through the provision of appropriate covered areas for the segregation and storage of these items whilst awaiting collection, appropriate access to the site and incentives to ensure that such undertakings are economically viable;
 - d) increase the combined recycling, composting and reuse rate of all sites;
 - e) work in partnership with the Authority to publicise the network to residents with the objective of increasing both throughput and combined recycling, composting and reuse rates;
 - f) improve the range of materials able to be segregated for recycling, composting and reuse at all HWRC's;
 - g) improve the visitor experience at each HWRC, including delivering a consistent service across the HWRCs, providing a safe and pleasant environment and a high standard of customer care;
 - h) managing the costs of the HWRC network whilst ensuring minimum service standards;
 - i) forming an effective interface with the public, community and voluntary based organisations including consultation, user feedback, complaints, education, promotion of waste minimisation, re-use and recycling initiatives;
 - j) minimising the time service users spend at the HWRCs, including time spent queuing both to gain entrance to, and within, the HWRCs; and
 - k) contingency arrangements in the event of non-availability of any key aspects of the Service.

Geographical Scope of the HWRC's within the Scope of the Waste Services Contract

- 5.2 The geographical scope of the Service is the London Boroughs of Barnet, Camden, Enfield, Hackney, Haringey, Islington and Waltham Forest. The Services will be operated from the existing 9 HWRCs:
- a) Barrowell Green (London borough of Enfield);
 - b) Gateway Road (London Borough of Waltham Forest);

- c) Hornsey High Street (London Borough of Haringey) – to be relocated prior to 2014 within the broad vicinity;
- d) Hornsey Street (London Borough of Islington);
- e) Kings Road (London borough of Waltham Forest);
- f) Park View Road (London borough of Haringey)- proposed to be replaced with a 9000 ktpa HWRC at Marsh Lane, Tottenham;
- g) Regis Road (London Borough of Camden);
- h) South Access Road (London Borough of Waltham Forest); and
- i) Summers Lane (London Borough of Barnet).

- 5.3 The Authority is also intending to procure sites and a separate works contract in advance of the Waste Services Contract in order to develop between 2 and 4 new HWRC's to improve provision in the north and west of the Authority's area. The Authority has submitted a proposal to the London Waste and Recycling Board to part finance this undertaking and, upon award of any monies, expects to be committed to a timescale that would necessitate the separate procurement of the works.

Opening Hours

- 5.4 The Waste Services Contractor shall use best endeavours to ensure that all HWRCs are open every day except 25 and 26 December and 1 January, at the following times:
- a) between 1 November to 31 January: 8am to 4pm;
 - b) between 1 February to 31 March: 8am to 5pm;
 - c) between 1 April to 30 September: 8am to 6pm; and
 - d) between 1 October to 31 October: 8am to 5pm.

Performance Monitoring

- 5.5 The Waste Services Contractor shall monitor and record compliance with the Service Standards set out in this Output Specification, in accordance with the monitoring procedures and frequencies detailed in the Communication Plan.
- 5.6 The Waste Services Contractor will cooperate with quarterly surveying of site users for monitoring purposes.

Service Output Requirements

- 5.7 The Waste Services Contractor will achieve the following service targets:
- a) a combined recycling, composting and reuse rate of at least [60%] overall and [55%] excluding non-household waste by 2017 for all of those sites below 5,000 tpa capacity;

- b) a combined recycling, composting and reuse rate of at least [70%] overall and [60%] excluding non-household waste by 2017 for all of those sites above 5,000 tpa capacity;
- c) an average 20 minute turnaround time for surveyed residents visiting the sites;
- d) a minimum average of 50% of surveyed users reporting the site customer service to be 'very good' or 'excellent' in any given contract year; and
- e) to increase the tonnage throughput of the HWRC network to an average of 80 kg/capita/annum by 2016, 90 kg/capita/annum by 2017, 100 kg/capita/annum by 2018, 110 kg/capita/annum by 2019 and kg/capita/annum by 2020.

Minimum Range of Materials

5.8 As a minimum, the management, operation and maintenance of each HWRC will provide for the segregation at each HWRC for the following materials:

- a) paper;
- b) card;
- c) tetrapaks;
- d) green waste;
- e) wood;
- f) glass;
- g) metal (ferrous and non-ferrous);
- h) plastic bottles and film;
- i) WEEE (all grades A to E);
- j) textiles;
- k) engine oil;
- l) cooking oil;
- m) household and car batteries; and
- n) furniture for reuse.

PART D

DEFINITIONS

The following definitions are used in the Waste Services Contract and also referred to in this Schedule. Please note that some of the following definitions may be subject to change as the WIDP Residual Waste Contract is developed.

Acceptance Test Certificate	means a certificate issued by the Independent Certifier that the Acceptance Tests have been satisfied;
Acceptance Tests	means the Tests so described in Schedule 11 (Tests) of the Contract;
Adjoining Property	means any land and/or property adjoining or in the neighbourhood of the Site(s) and each and every part thereof including all conduits, roads, footpaths, walls, fences, buildings and other erections and all service media and other apparatus on, under or within such land and/or property;
Agreed Form	means in relation to any document, the form of the document agreed between the Parties and initialled by or on behalf of the Parties for the purpose of identification; ¹⁰
Annual Services Report	has the meaning given to it in paragraph 3.1 (Annual Services Report and Annual Services Plan) of Schedule 15 (Best Value and Continuous Improvement) of the Contract;
As-Built Drawings	means drawings, technical information, models, operation and maintenance manuals to encompass the method of construction, manufacture, operation and maintenance of each element of a Facility in sufficient detail to allow a competent person to understand all material elements of the construction of the Facility and to maintain, dismantle, reassemble, adjust and operate all plant and equipment forming the same;
Assets	<p>means all assets and rights to enable the Authority or a successor contractor to own, operate and maintain the Project in accordance with this Contract including:-</p> <ul style="list-style-type: none">(a) any land or buildings;(b) any equipment;(c) any books and records (including operating and maintenance manuals, health and safety manuals and other know how);

¹⁰ Such documents should be annexed to the Project Agreement.

	<p>(d) any spare parts, tools and other assets (together with any warranties in respect of assets being transferred);</p> <p>(e) any revenues and any other contractual rights; and</p> <p>(f) any intellectual property rights,</p> <p>but excluding any assets and rights in respect of which the Authority is full legal and beneficial owner;</p>
Authority's Policies	means the policies of the Authority referred to in Schedule 13 (Authority's Policies) of the Contract;
BREEAM	means Building Research Establishment Environmental Assessment Method;
Business Day	means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;
CABE	means the Commission for Architecture and the Built Environment;
Commencement Date	means the date of the Waste Services Contract;
Commercial Waste	has the meaning given in Section 75(7) of the EPA;
Construction Programme	means the programme for the carrying out of the Works as contained in Part III of Schedule 3 (Contractor's Proposals) of the Waste Services Contract;
Contingency Plan	means the contingency arrangements set out in the Method Statements;
Contract Month	means each successive calendar Month in a Contract Year;
Contract Period	means the period from and including the Commencement Date to the Expiry Date, or if earlier, the Termination Date;
Contract SRF	means all SRF delivered by or on behalf of [or with the agreement of] the Authority;
Contract Year	means a period of twelve (12) Months commencing on 1 April, provided that:-
	<p>(a) the first Contract Year shall be the period commencing on the Commencement Date and ending on the day immediately following 31 March; and</p> <p>(b) the final Contract Year shall be the period commencing on 1 April immediately preceding the last day of the Contract Period and ending on that day;</p>

Waste Services Contractor	[insert name of project company];
Contractor's Proposals	means the proposals of the Contractor to deliver the Project to satisfy the Authority's Requirements, as set out in Schedule 3 (Contractor's Proposals) of the Waste Service Contract;
CEEQUAL	means the Civil Engineering Environmental Quality Assessment and Award Scheme;
Delivery Point	means the point of discharge of Contract Waste as defined within the relevant Method Statements;
EPA	means the Environmental Protection Act 1990;
Equipment	means all moveable plant and equipment [to be provided and maintained by the Contractor in order to comply with its obligations under this Contract; ¹¹
Expiry Date	means the [xth] anniversary of [the Effective Date] [the date of the Contract];
Facility	means [<i>specify the treatment facilities</i>] and all supporting infrastructure including associated plant and amenities and 'Facilities' shall be interpreted accordingly;
Handback Requirements	means the requirements on termination or expiry of the Contract set out in PR4;
Independent Certifier	means the person appointed jointly by the Authority and the Waste Services Contractor to act as independent certifier to the Project in accordance with the Independent Certifier's Deed of Appointment;
Independent Certifier's Deed of Appointment	means the deed of appointment of the Independent Certifier in the Agreed Form;
Legislation	means:- <ul style="list-style-type: none"> (a) any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978; (b) any exercise of the Royal Prerogative; and (c) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom;
Method Statements	means the Works Method Statement and the Services Method Statements;

¹¹ This needs to be considered on a project specific basis.

Month	means any month in a Contract Year provided that:- (a) the first Contract Month shall commence on the Commencement Date and end on the last day of the month in which the Commencement Date occurs; and (b) the last Contract Month shall begin on the first day of the month in which the last day of the Contract Periods occurs and end on that day, and the term Months shall be construed accordingly;
Opening Hours	means the specified hours of operation of each relevant Facility set out in Part II (Method Statements) of Schedule 3 (Contractor's Proposals) of the Waste Services Contract;
Operating Manual	has the meaning given to it in Clause 28.1 (Maintenance of Manual) of the Waste Services Contract;
Party	means a party to the Waste Services Contract and 'Parties' shall be construed accordingly;
Performance Deductions	has the meaning given to it in Schedule 4 (Payment Mechanism) of the Waste Services Contract; ¹²
Planned Readiness Date	means [<i>fixed date by which the Readiness Test Certificate is planned to be issued</i>] or such other date as the Parties may agree;
Project	means the provision of waste management services to the Authority by the Waste Services Contractor as contemplated by this Waste Services Contract including the carrying out of the Works and the provision of the Services;
Readiness Date	means in respect of a Facility the date on which the Readiness Test Certificate is issued in respect of that Facility or in the event of referral for determination under the Dispute Resolution Procedure pursuant to Clause 21.4.1 of the Contract the date upon which it is determined that the Facility passed the Readiness Tests;
Planned Service Commencement Date	means [<i>fixed date by [on] which Service Commencement is planned to occur</i>] or such other date as the Parties may agree;
Readiness Test Certificate	means a certificate issued by the Independent Certifier that the Readiness Tests have been satisfied;
Readiness Tests	means the Tests so described in Schedule 11 (Tests) of the Contract;
Rectification Period	has the meaning given to it in Schedule 4 (Payment Mechanism) of the Waste Services Contract;
Reviewable Item	[to be defined];

¹² Please refer to Module 4 Part II (Payment Mechanism Drafting) of the WIDP Residual Waste Procurement Pack.

Review Procedure	as set out in Schedule 9 of the Project Agreement;
Service Commencement	means the commencement of the Services;
Services	means the whole of the services or any of them to be provided by the Waste Services Contractor pursuant to the Contract which are necessary for the Waste Services Contractor to undertake in order to comply with the Service Requirements, the Services Method Statements and the other provisions of the Waste Services Contract;
Services Commencement Date	means the date on which Service Commencement occurs in accordance with Clause 21 (Completion of the Works) of the Waste Services Contract;
Services Period	means the period specified in Clause 3.2 (Commencement and Duration) of the Waste Services Contract;
Services Method Statements	means the proposals for the method of providing the Services to satisfy the Service Requirements set out in Part II of Schedule 3 (Contractor 's Proposals) of the Waste Services Contract;
Termination Date	means any date of early termination of this Waste Services Contract in accordance with Part XII (Termination and Compensation on Termination) of the Waste Services Contract;
Works	means all of the works (including design and works necessary for obtaining access to the Site(s), commissioning and conduct of the Tests) to be undertaken in accordance with the Contract in accordance with the Works Requirements and the Works Method Statements; and
Works Method Statements	means part of the Contractor's Proposals as set out in Part I of Schedule 3 (Contractor 's Proposals) of the Waste Services Contract.

The following definitions are used in this Schedule:

Acceptable Contract Waste (“ACW”)	means Contract Waste meeting the Contractor’s waste acceptance criteria which is suitable for processing through the relevant Facility;
Aftercare Plan	[insert definition];
Annual Schedule of Planned Maintenance	means the schedule to be submitted by the Waste Services Contractor on an annual basis containing the information prescribed in PR3.4 paragraph [3.38];
Annual Service Report	means the report to be submitted by the Waste Services Contractor on an annual basis containing the information prescribed in PR3.3;
Authorised Vehicle	means the vehicles delivering Contract Waste to the Site(s) which the Authority has provided notification of to the Waste Services Contractor for the delivery of Contract Waste;
Communication Plan	[definition to be inserted];
Community Liaison Plan	[definition to be inserted];
Considerate Code of Practice	[definition to be inserted];
Considerate Constructors Scheme	[definition to be inserted];
Contingency Delivery Point	means the point of discharge of Contract Waste as defined within the Contingency Plan;
COSHH	means Control Of Substances Hazardous to Health Regulations 2002;
Enquiries and Complaints Plan	means the plan developed in compliance with the requirements prescribed in PR3.3;
Environmental Impact Control Plan	means the plan to be developed by the Waste Services Contractor in accordance with PR3.2;
Management Information System	[definition to be inserted];
Minimum Residual Life	means the minimum operational life expectancy of the Facility without major replacement of [] years from the Expiry Date;
Monthly Construction Progress Report	means the report to be submitted by the Waste Services Contractor on a monthly basis containing the information prescribed in PR1 paragraph [1.49];
Monthly Schedule of Planned Maintenance	means the schedule to be submitted by the Waste Services Contractor on a monthly basis containing the information prescribed in PR3.4 paragraph [3.41];
Monthly Service Report	means the report to be submitted by the Waste Services Contractor on a monthly basis containing the information prescribed in PR3.3 paragraph [3.30];

Monitoring Frequency	means the period prescribed in Table 2 of Part B of this Schedule;
Non Authorised Vehicle Acceptance Procedure	means the agreed procedure developed by the Waste Services Contractor for the processing of Authority vehicle which are not Authorised Vehicles;
Normal Monitoring Point	means the latest time a Performance Standard should be measured if the Waste Services Contractor is complying with the Monitoring Frequency for that Performance Standard as set out in the Performance Measurement Framework;
Performance Measurement Framework	means the framework prescribed in Table 3 of Part B of this Schedule;
Performance Requirement	means each performance requirement as set out in this Schedule;
Performance Standard	means the Authority's Requirements as defined in PR1 to 4 inclusive;
Performance Standard Failure	means each event measured in accordance with the Performance Standard Monitoring Methodology where the Waste Services Contractor fails to meet a Performance Standard;
Planned Maintenance	means the maintenance of the Facilities prescribed in PR3.4 paragraph [3.38];
PR	means Performance Requirement;
PS	means Performance Standard;
Quality Management System	means the system prescribed in PR3.4 paragraph [X];
RIDDOR	means Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;
ROC	Renewable Obligation Certificate;
Test and Commissioning Plan	[definition to be inserted];
Visitor Centre	means the centre referred to in PR1 paragraph [1.47]; and
Works Quality Standards	means the standards prescribed in Appendix [A].

PART E

[To be inserted]

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PART F

[To be inserted]

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