

**OUTPUT SPECIFICATION**

**NORTH LONDON WASTE AUTHORITY**

**FUEL USE CONTRACT**

**November 2009**

<b>Version 4</b>
<b>Draft</b>
<b>17 November 2009</b>

Date	Version	Status	Comments
16 October 2009	v0.1	Draft	Draft produced by [REDACTED] and [REDACTED] for the Operations Group meeting on 19 October 2009.
12 November 2009	v0.2	Draft	Revised draft produced by [REDACTED] and [REDACTED] and reviewed by [REDACTED] Eversheds.
13 November 2009	V0.3	Draft	Suggested wording from WIDP on halving constructed waste to landfill added by [REDACTED]
17 November	v0.4	Draft	Reviewed by [REDACTED] Eversheds.

# **OUTPUT SPECIFICATION SCHEDULE**

## **INTRODUCTION**

This Schedule is based upon the Waste Infrastructure Delivery Programme (“WIDP”) template specification (August 2008) and comprises four parts.

- Part A sets out the scope of the Fuel Use 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 Fuel Use Contractor(s) shall provide pursuant to the Fuel Use Contract(s).
- Part C of this Schedule comprises the Performance Measurement Framework.
- Part D includes all definitions.
- Part E comprises the indicative specification for solid recovered fuel (“SRF”).

Unless expressly defined elsewhere in this Schedule, capitalised words shall have the meaning given in Part D – definitions or in the Fuel Use Contract(s) and any references to any enactment, order, regulation or other similar instrument, statute or statutory provision shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted.

References to Contract/Fuel Use Contract(s) in this Schedule refer to the Fuel Use Contract(s) to which this Output Specification will relate.

This Output Specification defines the requirements of the Authority in the provision of the Services under the Fuel Use Contract(s). The Fuel Use Contractor(s) must perform the Services in accordance with all of the requirements of this Output Specification.

Bidders should note that this Output Specification is a draft and will be developed over the course of the competitive dialogue.

## **PART A**

### **SCOPE AND RELEVANT INFORMATION**

#### **Project Objective**

- 1.1 The fundamental objective of the Fuel Use Contract is to accept SRF from the North London Waste Authority (the “Authority”) and use it in a cost effective manner to generate energy in order to minimise the climate change impact of managing municipal solid waste through effective diversion from landfill in the most efficient means possible.
- 1.2 The Authority is conducting a separate procurement of services for the treatment of residual waste to produce SRF, sorting of recyclate, digestion of food and green waste, and operation of a network of household waste recycling centres (“HWRCs”). The Authority is intent on procuring the best solution overall and, as such, the Fuel Use Contractor(s) will be selected based upon the performance of its final solution within the context of the wider solution.
- 1.3 The Fuel Use OJEU notice will include the following two lots for bidders to bid for of 160,000 tpa each.

[Note to bidders: While the Output Specification reflects a traditional design, build, finance and operation (“DBFO”) contract the Authority is also open to bids from facilities which serve or are planned to serve other clients than the Authority (merchant facilities).]

#### **Scope of the Service**

- 1.4 The Fuel Use Contract(s) will involve the design, build, finance and operation of a Facility(ies) to utilise SRF. The Authority reserves the right to pursue alternative avenues of funding and facility provision. The expectation is that the project will be procured through the UK Government’s Private Finance Initiative (“PFI”). The Authority, however, reserves the right to provide or procure capital contributions and/or finance to the project from other sources, such as through the use of prudential borrowing, other capital contributions and/or loans from the HM Treasury’s (“HMT”) Infrastructure Finance Unit. The amount of any such capital contribution and/or funding will be determined by the Authority during the procurement. The Authority also reserves the right to involve European Investment Bank (“EIB”) funding in the project.
- 1.5 The Services will include the following:
  - a) the identification, selection and securing of a new site(s);

- b) ensuring that appropriate consents including planning permission are in place for the Site(s) and operations within the scope of this project;
- c) the design, construction, commission and financing of the required Facility(ies) for the provision of the Services;
- d) the receipt and acceptance of SRF at the Facility(ies);
- e) the operation and maintenance of the Facility(ies);
- f) the handling of all outputs from the Facility(ies) including the transfer of any recovered materials, transfer and disposal of process residues;
- g) the sale of any recovered materials and energy (electrical and heat) produced under the Fuel Use Contract(s);
- h) the sale of spare treatment capacity under a profit share mechanism with the Authority;
- i) engagement with the local community and key stakeholders; and
- j) handback / decommissioning.

## **Authority Working**

- 1.6 The seven north London Boroughs (Barnet, Camden, Enfield, Hackney, Haringey, Islington and Waltham Forest ("Constituent Boroughs")) and the Authority have adopted the North London Joint Municipal Waste Strategy ("NLJMWS") that is consistent both with National and Mayor for London waste strategies. The strategy seeks:
- a) a recycling-led solution with the aim of increasing a position of mid 20s recycling and composting percentage rates to 35% by 2010, 45% by 2015 and 50% by 2020; and
  - b) a reduction of biodegradable material going to landfill, consistent with our Landfill Allowances and so that the current proportion of material that currently goes to landfill is reduced from 36% to 15%.
- 1.7 The Authority is commercially experienced both in the procurement and operation of contracts. It has a legally binding agreement with the Constituent Boroughs.
- 1.8 The Fuel Use Contractor(s) and the Authority shall adopt and therefore comply with a philosophy of partnership working with the Constituent Boroughs, authorised contractors including the Waste Services Contractor and other Stakeholders to achieve the Services and the Performance Standards.

- 1.9 In furtherance of these aims, the Fuel Use Contractor(s) and the Authority shall co-operate closely in all matters of mutual interest relevant to the Service with each other and all other relevant stakeholders and delivery partners including the Waste Services Contractor.

### **Period of Contract**

- 1.10 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 20 and 30 years from the commencement of production of Contract SRF by the Waste Services Contractor.

### **SRF Quantity and Composition**

- 1.11 The Fuel Use Contractor(s) shall accept and manage all SRF delivered during the term of the Fuel Use Contract(s) save that:
- a) there shall be an adjustment to the Unitary Charge in the event that the SRF tonnage and/or quality delivered to the Fuel Use Contractor(s) falls outside the agreed quantity and/or specification provided that all or part of the Services is available;
  - b) the Fuel Use Contractor(s) shall be entitled to propose a Change to the Works and/or the Services where the tonnage and/or quality of SRF delivered under the Fuel Use Contract(s) falls outside the agreed quantity and/or specification in any Contract Year.

[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. The Authority will dialogue with bidders regarding the need for agreed minimum and maximum tonnage thresholds.]

### **Non-Contract Fuel**

- 1.12 The Fuel Use Contractor(s) shall be permitted to receive and manage other fuel ("Non-Contract Fuel") subject to the consent of the Authorised Officer by use of facilities provided by the Fuel Use Contractor(s) for the provision of the Services and subject to any profit share provisions in the project agreement.
- 1.13 At all times the receipt and treatment of Non-Contract Fuel by the Fuel Use Contractor(s) shall not be at the expense or inconvenience of the Authority. Contract SRF shall be managed in priority to Non-Contract Fuel, with the Authority having first refusal on any spare treatment 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
- Appendix A: Works Quality Standards

Subject to all the express provisions of the Fuel Use Contract(s), the Fuel Use Contractor(s) shall comply with the Works, Commissioning, Services and Handback Requirements in accordance with the Performance Standards set out in PR1 to PR4 of Part B of this Schedule.

Sections of the Performance Requirements set out in 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 Fuel Use Contractor(s) shall design and construct the Facility(ies) and any necessary Works that are required as a result in accordance with the relevant Method Statement to meet the requirements of this Output Specification.
- 1.15 The Fuel Use Contractor(s) shall provide Works appropriate for it to accept all Contract SRF and to process such Contract SRF to meet this Output Specification.
- 1.16 As a minimum, the Works shall meet the Works Quality Standards included in Part A, Appendix A.
- 1.17 The Fuel Use Contractor(s) shall ensure that the energy value of the Contract SRF is maximised.
- 1.18 The Authority shall have the right to conduct inspections of the Facility(ies) and attend any test or investigation undertaken by or on behalf of the Fuel Use Contractor(s) in accordance with the Fuel Use Contract(s).

### **Consents and Permits**

- 1.19 The Fuel Use Contractor(s) 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 Facilities and for the discharge of any associated conditions placed on these consents or permissions.

### **Design and Delivery Requirements**

- 1.20 The Fuel Use Contractor(s) shall ensure that the Facility(ies) are designed, permitted, and constructed in order to deliver the Services in accordance with this Schedule.
- 1.21 The Fuel Use Contractor(s) shall provide Works that shall be suitable and efficient for all agreed modes of transport bringing Contract SRF to the Facility(ies) and egress from the Facility(ies).
- 1.22 The vehicle type and design of the discharge arrangements may change during the Contract Period and therefore the Facility(ies) shall be flexible and capable of accepting or be readily adaptable to accept a wide range of vehicles.
- 1.23 The Works shall be designed and constructed to ensure that all SRF acceptance and storage takes place within enclosed areas with appropriate environmental controls provided and is in accordance with industry best practice.



- 1.24 The Works shall be designed and constructed to include suitable storage facilities for Contract SRF which is capable of storing enough SRF to ensure that there are no interruptions to the Services or the delivery of Contract SRF by the Waste Services Contractor.
- 1.25 Storage areas shall be designed and constructed to include all necessary storage and material handling equipment to be capable of accepting and transferring Contract SRF out of the Facility(ies) in accordance with the relevant Method Statements.
- 1.26 The Fuel Use Contractor(s) 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(s) and aesthetic quality are all key considerations. The design of the Works shall incorporate input from BREEAM and CEEQUAL assessments, a written response from CABB, and the Authority Design Champion, along with an appropriate justifiable response to any recommendations by the Fuel Use Contractor(s).

[Note to Bidders: More detail on these inputs is likely to be required in the ISDS SDP.]

- 1.27 The Fuel Use Contractor(s) 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.
- 1.28 The Works shall include equipment capable of monitoring, weighing and electronically recording each load and vehicle bringing Contract SRF and any Non-Contract Fuel to the Site(s) and each load and vehicle removing Contract SRF and/or residues of treatment from the Site(s). The information to be recorded shall as a minimum be that required by the Fuel Use Contractor(s) for the purpose of meeting their obligations under the Fuel Use Contract(s).
- 1.29 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**

- 1.30 The Fuel Use Contractor(s) shall ensure that the Works comply with Good Industry Practice, relevant statutory requirements and 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 Act 1974;
- c) relevant Authority Policies;
- d) requirements of the utilities companies;
- e) Building Research Establishment Digest Recommendations;
- f) the Civil Engineering Environmental Quality Assessment and Award Scheme;
- g) fire safety requirements in agreement with the fire authority;
- h) relevant Environmental Agency guidance notes, consents and authorisations;
- i) the WRAP Construction Commitment; and
- j) the Civil Engineering Environmental Quality Assessment and Award Scheme.

1.31 The Fuel Use Contractor(s) 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**

1.32 The Fuel Use Contractor(s) shall adopt and implement a recognised industry standard Civil and Building Works Specification, for the design, construction, commissioning and testing of the Works.

1.33 The architectural, civil engineering and site works and finishes provided shall be in accordance with current industrial standards having regard to best practice in the waste management industry and conforming to the requirements of the relevant necessary consents.

1.34 The Fuel Use Contractor(s) 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 and recycled content.

### **Mechanical and Electrical Specifications**

1.35 The Fuel Use Contractor(s) shall adopt and implement a recognised UK industry standard Mechanical and Electrical Works Specification for the design and construction of the Works.

## **Employee Specifications**

- 1.36 The Fuel Use Contractor(s) 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.
- 1.37 The Fuel Use Contractor(s) 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 Fuel Use Contract(s) and with regard to the activities which are carried out at the Site(s) and to the nature of persons occupying the Site(s).

## **Existing Structures and Infrastructures**

- 1.38 The Fuel Use Contractor(s) shall be responsible for identifying and undertaking all enabling works necessary to ensure the Site(s) is suitable for the development of the Works.
- 1.39 The Fuel Use Contractor(s) shall carry out all demolition of existing structures and make safe redundant infrastructure on the Site(s) in accordance with BS6187:2000 – Code of Practice for Demolition.
- 1.40 The Fuel Use Contractor(s) 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 the Site(s).
- 1.41 The Fuel Use Contractor(s) 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.
- 1.42 The Fuel Use Contractor(s) 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.
- 1.43 The Fuel Use Contractor(s) 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).
- 1.44 The Works shall be suitably housed and protected such that Contract SRF 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 Access & Circulation**

- 1.45 The Fuel Use Contractor(s) shall ensure the security of the Site(s) and allow the Authority safe and efficient access during the Construction of the Facility(ies).
- 1.46 The Fuel Use Contractor(s) 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.
- 1.47 The Fuel Use Contractor(s) shall provide access to the Site(s) from the external road network.
- 1.48 In designing and constructing the Works the Fuel Use Contractor(s) 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 SRF shall be given preference over other users of the Facility(ies).
- 1.49 The Fuel Use Contractor(s) shall ensure the security of the Site(s) and allow the Authority safe and efficient access during the Opening Hours. This shall include but is not limited to:
- a) suitable levels of artificial illumination for the purpose of ingress and egress from the Site(s), way finding and discharging Contract SRF;
  - b) lighting to meet the requirements of:
    - i. the Chartered Institution of Building Services Engineers ("CIBSE") Lighting Guide; and
    - ii. the Institution of Lighting and Crime;
  - c) signage indicating access and egress in line with the Highway Code and relevant best practice.

## **Environmental Consideration and Nuisance Control**

- 1.50 The Fuel Use Contractor(s) 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.

1.51 The Fuel Use Contractor(s) 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. If such material or debris is so deposited the Fuel Use Contractor(s) shall employ such measures as shall be necessary to remove the material and debris and to clean and reinstate such Adjoining Property to the reasonable satisfaction of the owners or occupiers of the Adjoining Property.

### **Health and Safety**

1.52 The Fuel Use Contractor(s) 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
- 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**

1.53 The Fuel Use Contractor(s) shall identify and incorporate into the Works a robust fire strategy (which includes the output from the detailed fire assessment) to minimise both the cause of fire occurring and the subsequent impact of any fire.

1.54 The fire strategy and related fire design shall be submitted by the Fuel Use Contractor(s) to the Authority as a Reviewable Item.

### **Quality Management System**

1.55 The Fuel Use Contractor(s) shall implement a 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 SRF combustion facilities, for design, construction and commissioning of new facilities and shall be in place before construction of the new Facility(ies) commences.

1.56 The Fuel Use Contractor(s) 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 Fuel Use Contractor(s) and the Authority;
- c) audit any sub-contractor's Quality Management Systems, as a minimum every [6] months, to ensure the contractor's overall compliance with the Fuel Use Contract(s) 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**

1.57 The Fuel Use Contractor(s) shall implement an Environmental Management System in compliance with ISO14001 or equal at all times throughout the construction period.

1.58 The Fuel Use Contractor(s) 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 Fuel Use Contractor(s) and the Authority;
- c) audit any sub-contractor's Environmental Management Systems, as a minimum every [6] months, to ensure the Fuel Use Contractor(s)'s overall compliance with the Fuel Use Contract(s) 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**

- 1.59 The Fuel Use Contractor(s) 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.
- 1.60 The Fuel Use Contractor(s) 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.
- 1.61 The Fuel Use Contractor(s) shall carry out the Works in accordance with the Construction Programme.
- 1.62 The Fuel Use Contractor(s) shall monitor and report to the Authority on a monthly basis progress of the Work against the latest revision of the Construction Programme.

## **Construction Waste Management**

- 1.63 The Fuel Use Contractor(s) 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](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.
- 1.64 Before starting on site, the Fuel Use Contractor(s) 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**

- 1.65 The Fuel Use Contractor(s) shall submit to the Authority within [5] Business Days following the end of a month, a 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 Test Certificate is issued, the Monthly Construction Progress Report shall include a copy of the Readiness Test Certificate.

## **As Built Drawings and Operations & Maintenance Manuals**

- 1.66 The Fuel Use Contractor(s) shall provide the Authority with a set of Computer Aided Design ("CAD") As-Built Drawings and Operations & Maintenance ("O&M") manuals on the earlier of the date falling [20] Business Days after the date they become available to the Fuel Use Contractor(s) or within [6] months after the date of issue of the Readiness Test Certificate in respect of the Facility(ies). As-Built Drawings shall be compatible with AutoCAD and be capable of being edited and used by the Authority.
- 1.67 The Fuel Use Contractor(s) shall promptly update the As-Built Drawings and O&M Manuals supplied to the Authority to reflect any changes from time to time and promptly provide a set of such amended As-Built Drawings and /or O&M Manuals to the Authority within [20] Business Days after the date they become available to the Fuel Use Contractor(s).



## **Communication-Public Relations**

- 1.68 The Fuel Use Contractor(s) shall put in place and operate throughout the period up to the Services 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;
  - b) identifies likely areas of concern and sets out how best to engage with each individual stakeholder group to address specifically identified concerns;
  - c) the Fuel Use Contractor(s) shall take all appropriate steps to mitigate these concerns and records all complaints and comments (verbal or otherwise), letters or notices from any members of the public or statutory authority.
- 1.69 The Fuel Use Contractor(s) 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 have jointly appointed an Independent Certifier whose contract shall be entered simultaneously with this Fuel Use Contract(s). The Independent Certifier shall satisfy himself that the Testing Readiness Tests and Acceptance Tests have been satisfactorily completed prior to issuing the Readiness and Acceptance Certificates as appropriate.
- 2.2 The Fuel Use Contractor(s) shall develop a detailed Testing and Commissioning Plan for the Facility(ies) based on the Method Statement. The detailed Testing and Commissioning Plan shall be no less onerous than that included with the relevant Method Statement and should be sufficient to ensure that independent verification that each element of the equipment and facilities work in accordance with this specification.
- 2.3 The Fuel Use Contractor(s) shall submit to the Authority as a Reviewable Item the detailed Testing and Commissioning Plan as a minimum [6] Contract Months prior to the Planned Readiness Date. The Commissioning Plan shall include but not be limited to the Fuel Use Contractor(s)'s proposals for:
  - a) cold commissioning (e.g. without SRF or other fuels) of individual Equipment and Facilities;
  - b) the process to achieve the Readiness Test;
  - c) hot commissioning (eg with SRF) of the Works including the incremental acceptance, processing and treatment of Contract SRF; and
  - d) the Acceptance Tests.
- 2.4 The Fuel Use Contractor(s) shall carry out the commissioning in accordance with the Testing and Commissioning Plan. The Authority 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 Fuel Use Contractor(s) in accordance with the Fuel Use Contract(s).
- 2.5 Prior to the issuance of the Readiness Test Certificate, the Fuel Use Contractor(s) shall 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.

2.6 After the issuance of the Readiness Test Certificate, the Fuel Use Contractor(s) 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.

### **Commissioning Phase Reporting**

2.7 The Fuel Use Contractor(s) 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(ies) and the Fuel Use Contractor(s)' proposal for minimising the impact of such delays.

### **Mechanical and Electrical Specifications**

2.8 The Fuel Use Contractor(s) shall adopt and implement a recognised industry standard Mechanical and Electrical Works Specification such as BS7671:2008 – Requirements for Electrical Installations.

## **Security**

- 2.9 The Fuel Use Contractor(s) shall provide facilities that enable the Site(s) to be secure and to prevent unauthorised access to the Site(s) following the Readiness Date.

## **Quality Management System**

- 2.10 The Fuel Use Contractor(s) shall implement a Quality Management System that is compliant with ISO9001 or equal throughout the commissioning and testing periods.

## **Environmental Management System**

- 2.11 The Fuel Use Contractor(s) shall implement an Environmental Management System in compliance with ISO14001 or equal at all times throughout the commissioning and testing periods.

## **PR3 SERVICE REQUIREMENTS**

### **PR 3.1 Diversion Targets**

#### **General Requirements**

- 3.1 The Fuel Use Contractor(s) shall provide and maintain:
- a) a Service Delivery Plan that show how the requirements of this Output Specification will be delivered;
  - b) relevant Quality Assurance standards for the Services;
  - c) relevant Environmental Management standards for the Services;
  - 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 Services.

#### **SRF Volumes to be used**

- 3.2 The Fuel Use Procurement will consist of two lots of 160,000 tpa each.
- 3.3 Please note that these tonnages are indicative and subject to refinement or change.
- 3.4 Refer to the Fuel Use Specification in Part E.

#### **Contract SRF Landfill Diversion**

- 3.5 In each Contract Year the Fuel Use Contractor(s) shall achieve a 100% diversion of the Contract SRF from landfill.
- 3.6 Should 100% diversion of the Contract SRF not be achieved, the Fuel Use Contractor(s) will be responsible for disposal of the Contract SRF or the sourcing of an alternative outlet, at no cost to the Authority.
- 3.7 Should 100% diversion of the Contract SRF not be achieved, the Fuel Use Contractor(s) will be charged the equivalent amount the Authority would have received for the sale of its unused Landfill Allowance under the Landfill Allowance Trading Scheme ("LATS").

#### **Processing Efficiency of SRF**

- 3.8 The facilities shall achieve a high degree of energy efficiency. The Authority is aware of the potential benefits of good quality combined heat and power ("CHP") and prefers

fuel use solutions that make use of such technology.

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## **PR3.2 Environmental Management**

### **Sustainable Development and Carbon Impacts**

- 3.9 The Fuel Use Contractor(s) 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 Services.
- 3.10 The Fuel Use Contractor(s) 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 Fuel Use Contract(s). This shall cover the construction, commissioning and operation of the Facility(ies), and any associated transportation, but shall exclude elements that are outside the remit of this Fuel Use Contract(s).
- 3.11 The Carbon Management Plan should account for the objectives of the UK Government's:
- a) Low Carbon Transition Plan;
  - b) Low Carbon Industrial Strategy; and
  - c) Renewable Energy Strategy.

[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**

- 3.12 The Fuel Use Contractor(s) shall develop, maintain and update monthly an Environmental Impact Control Plan included in the relevant Method Statement.
- 3.13 The Environmental Impact Control Plan shall include all procedures and actions required by the Fuel Use Contractor(s) to:
- a) minimise the environmental impacts of transporting, receiving, treating and disposing of the Contract SRF and Non-Contract Fuel 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 Fuel Use Contractor(s) operations and activities external to the Site(s).

3.14 The Fuel Use Contractor(s) shall comply with the latest version of the Environmental Impact Control Plan.

3.15 The Fuel Use Contractor(s) 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 Facility(ies) and Services.



### **PR3.3 Operational Interface**

#### **Delivery of Contract SRF**

- 3.16 The Fuel Use Contractor(s) shall take full account of variable SRF delivery patterns that can arise, particularly after public and bank holidays. The Authority shall use reasonable endeavours to determine the likely extent of abnormal SRF delivery patterns and make due allowance for them while preserving the standards that apply to 'normal' SRF delivery periods. The Fuel Use Contractor(s) shall maintain a close liaison between the appropriate levels of management of the Fuel Use Contractor(s) and the Authority in relation to day to day Contract SRF delivery.

#### **Delivery of Contract SRF by Road Vehicles**

- 3.17 The Fuel Use Contractor(s) shall accept Contract SRF delivered by an Authorised Road Vehicle during the Opening Hours agreed for specified Delivery Points as noted below.
- 3.18 The Fuel Use Contractor(s) shall implement the Non-Authorised Road Vehicle Acceptance Procedure for each occurrence where Contract SRF is delivered to a Site(s) in a vehicle not previously notified in advance to the Fuel Use Contractor(s) 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(s) entrance and integrated with the weighing facilities, the Fuel Use Contractor(s) shall ensure a maximum turnaround time of no more than [20] minutes per Authorised Road Vehicle delivering Contract SRF from entering a Site(s), being weighed, monitored, discharge and leaving the Site(s).
- 3.20 The Fuel Use Contractor(s) shall provide such assistance as is reasonably required to assist in the unloading of Contract SRF from Road Vehicles commensurate with the design and operation of the Facilities and as specified within the relevant Method Statements.
- 3.21 Where specific site safety or security arrangements precluded the access of non-contractor Road Vehicles and Road Vehicle Operators to the Site(s), provision of a designated enclosed unloading area for Contract SRF shall be provided by the Fuel Use Contractor(s).

#### **Non-Contract Fuel**

- 3.22 The Fuel Use Contractor(s) shall be entitled to process non-contract fuel ("Non-Contract Fuel") at the Site(s) to quantities which take up any spare capacity over and above that taken by Contract SRF, provided that:

- a) the Fuel Use Contractor(s) obtains the prior written approval of the Authority (which shall not be unreasonably withheld) for accepting each delivery of Non-Contract Fuel;
- b) Contract SRF shall be accepted and treated in priority to Non-Contract Fuel;
- c) Non-Contract Fuel will not displace Contract SRF from the Facility(ies);
- d) Non-Contract Fuel income sharing provisions set out in the Payment Mechanism apply;
- e) Non-Contract Fuel shall not be accepted at a lower gate fee than charged to the Authority, without the prior written consent of the Authority.

3.23 The Fuel Use Contractor(s) shall develop and implement a Non-Contract Fuel plan (the “Non-Contract Fuel Plan”) that sets out the forecast spare capacity at the Facility(ies) and potential tonnage of Non-Contract Fuel that shall be accepted. The Non-Contract Fuel Plan shall also detail the financial benefits to the Authority that arise from the Fuel Use Contractor(s) processing Non-Contract Fuel and the protocol for its acceptance.

### **Enquiries and Complaints Plan**

3.24 The Fuel Use Contractor(s) shall develop an enquiries and complaints plan (the “Enquiries and Complaints Plan”) that sets out the procedures to follow for managing questions, complaints and disputes relating to the operation of the Facility(ies) and the performance of the Services.

3.25 The Fuel Use Contractor(s) shall implement the Enquiries and Complaints Plan for all complaints received by the Fuel Use Contractor(s) within [4] hours. The Enquiries and Complaints Plan shall at a minimum:

- a) identify those likely to be affected by the operation of the Facility(ies) and other key stakeholder groups with concerns that may be critical to the success of the project;
- b) identify likely areas of concern and set out how best to engage with individual stakeholder groups to address specifically identified concerns;
- c) outline the steps, the Fuel Use Contractor(s) shall undertake to mitigate these concerns and Records all complaints and comments (verbal or otherwise), letters or notices from any members of the public or statutory authority.

## **Local Government Performance**

- 3.26 The Fuel Use Contractor(s) 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 its constituent boroughs. The work involved in assisting the Authority to produce these reports shall use information that is readily available to the Fuel Use Contractor(s) and shall be provided within [2] Business Days of receiving the request.

## **Information**

- 3.27 The Fuel Use Contractor(s) 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 SRF and any Non Contract Fuel delivered without the need for manual input.
- 3.28 The Fuel Use Contractor(s) shall inspect, monitor, weigh and electronically record and sample (in accordance with the agreed procedure), in relation to each Contract SRF and Non Contract Fuel load and vehicle entering or exiting the Facility(ies), 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 SRF;
  - c) SRF sampling (including cataloguing and chemical analysis);
  - d) gross and net weights;
  - e) disposal contractor number;
  - f) registered Contract SRF/Non Contract Fuel carrier number;
  - g) source/destination of wastes/residue;
  - h) time of arrival/departure; and
  - i) vehicle registration number.
- 3.29 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.

- 3.30 The Fuel Use Contractor(s) shall issue a copy of the weighbridge ticket to each vehicle which transports Contract SRF and residues to or from any of the Facility(ies) 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.]

- 3.31 The Fuel Use Contractor(s) 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 Fuel Use Contractor(s) and the Weekly Payment in respect of the previous Contract Week, as set out in Schedule [X] to the Project Agreement.

- 3.32 The Fuel Use Contractor(s) shall prepare a Monthly Service Report and submit it to the Authority within [20] 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 Fuel Use Contractor(s) and the Monthly Payment in respect of the Contract Month just ended as set out in Schedule [X] to the Project Agreement.

- 3.33 The Monthly Service Report should include but is not limited to:

- a) the status of any actions from the previous Monthly Service Report;
- b) details of all Contract SRF and Non-Contract Fuel accepted by the Fuel Use Contractor(s) including but not limited to:
  - i. total tonnage of Contract SRF and Non-Contract Fuel;
  - ii. number of separate deliveries;
  - iii. quantity of Contract SRF and Non-Contract Fuel stored on Site(s) at the beginning and end of the Contract Month;
  - iv. quantity of Contract SRF and Non-Contract Fuel treated;
  - v. sources and type of Contract SRF and Non-Contract Fuel; and
  - vi. number of vehicles and tonnage or estimated tonnage of Contract SRF rejected prior to discharge.
- c) details of all Contract SRF, Non-Contract Fuel 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 SRF, Non-Contract Fuel, ash, combustion emissions 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 Fuel Use Contractor(s) 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 Services 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 Fuel Use Contractor(s);
- i) details of any outstanding information required by the Authority and/or Fuel Use Contractor(s) in connection with the Contract;
- j) details of each instance of the events or circumstances resulting in Non-Acceptance Deductions, 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 matters reasonably required by the Authority in relation to the Project.

3.34 The Fuel Use Contractor(s) 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 Fuel Use Contractor(s) as set out in Schedule [x] of the Project Agreement.

- 3.35 The Fuel Use Contractor(s) 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 Service Report or Annual Services Report and in such cases shall provide the Fuel Use Contractor(s) with written comments and/or objections within [10] Business Days of receipt of the evidence, information or Monthly Service Report or Annual Services Report as the case may be.
- 3.36 The Fuel Use Contractor(s) shall provide within [5] 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.
- 3.37 The Fuel Use Contractor(s) 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; and
  - b) permit the Authority and Authority Personnel unfettered access to the Management Information System, on a real time industry-standard machine-readable format.
- 3.38 The Management Information System shall as a minimum, record the information required to produce all the reports required under this Output Specification:
- a) Contract SRF and Non-Contract Fuel delivery and processing 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**

- 3.39 The Fuel Use Contractor(s) shall produce and agree an emergency call out procedure and shall submit it to the Authority as part of the Service Delivery Plan.
- 3.40 The Fuel Use Contractor(s) 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 Test Certificate to the expiry of the Fuel Use

Contract.

- 3.41 The Fuel Use Contractor(s) shall: complete an annual exercise to test the emergency call out procedures. This exercise will be planned and executed with Authority involvement.
- 3.42 Where required the Fuel Use Contractor(s) shall assist emergency planning exercises being carried out by the Authority or the Constituent Boroughs.
- 3.43 The Fuel Use Contractor(s) shall operate and maintain a suitable communication system for its operatives and managers that must be capable of being used by both the Fuel Use Contractor(s)'s employees and the Authority in the event of an emergency.

### **PR3.4 – Facilities and Contract Management**

#### **Planned Maintenance**

- 3.44 The Fuel Use Contractor(s) shall undertake Planned Maintenance which includes all maintenance of the Facility(ies) to comply with the manufacturer's requirements, Operating Manuals, Method Statements, recommended life-cycle replacement and to achieve the Works Quality Standards set out in Appendix A.
- 3.45 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.
- 3.46 The Fuel Use Contractor(s) shall ensure that its maintenance and operating, and life-cycle replacement procedures are compliant with the requirements of this Output Specification and in any event are sufficient to ensure that:
  - a) the Facility(ies) are available to meet the requirements of the Contract and this Schedule;
  - b) the Facility(ies) can maintain the design intention of the Facilities to achieve their full working life; and
  - c) the Facility(ies) and the Assets are handed back to the Authority on the Expiry Date in a condition complying with the requirements of this Output Specification and the Handback Requirements.
- 3.47 As part of the Planned Maintenance, the Fuel Use Contractor(s) 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.

- 3.48 The Fuel Use Contractor(s) shall supply a Monthly Schedule of Planned Maintenance which shall be submitted to the Authority [5] 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.
- 3.49 The Fuel Use Contractor(s) 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.
- 3.50 The Fuel Use Contractor(s)'s Planned Maintenance shall be consistent with the design philosophy and component life expectancy and shall be commensurate to maintaining the Facility(ies) in a robust operational status with normal wear and tear. This Services shall lead to a Facility(ies) with a Minimum Residual Life.
- 3.51 The Fuel Use Contractor(s) 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**

- 3.52 The Fuel Use Contractor(s) 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 and Mobilisation Plan**

- 3.53 In accordance with the approved method statement, the Fuel Use Contractor(s) shall develop and agree with the Authority a mobilisation plan (the "Mobilisation Plan") that details the transition between the existing service and the provision of the Services over the period from the Effective Date until the Full Service Commencement Date. The Mobilisation Plan will set out the Fuel Use Contractor(s)'s proposals for activities and timetables of all significant events until such time as the entire Fuel Use Contractor(s)'s Service Delivery Plans come into force.
- 3.54 The Fuel Use Contractor(s) shall implement and comply with the Mobilisation Plan.
- 3.55 In accordance with the approved method statement, the Fuel Use Contractor(s) 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 SRF to a Contingency Delivery Point or that the Contract SRF cannot be accepted 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:

- a) location(s) of Contingency Delivery Point(s);
- b) arrangements for the redirection of Contract SRF 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 Fuel Use Contractor(s) shall notify the Authority prior to implementing the Contingency Plan.

3.57 The Fuel Use Contractor(s) shall submit any proposed changes to the Contingency Plan to the Authority in accordance with the Review Procedure and provide an updated Contingency Plan to the Authority within [5] days of an agreed change.

3.58 The Fuel Use Contractor(s) shall update the Contingency Plan as a minimum on an annual basis or confirm within [5] days of each Contract Year that the Contingency Plan is up to date.

### **Quality Management System**

3.59 The Fuel Use Contractor(s) shall implement a Quality Management System that is compliant with ISO9001 or equal at all times following the actual Services Commencement Date.

3.60 The Fuel Use Contractor(s) 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 Fuel Use Contractor(s) and the Authority;
- c) audit any sub-contractor's Quality Management Systems, as a minimum every [12] Contract Months, to ensure the Fuel Use 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**

- 3.61 The Fuel Use Contractor(s) shall implement an Environmental Management System that is compliant with ISO14001 or equivalent at all times following the actual Services Commencement Date.
- 3.62 The Fuel Use Contractor(s) 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 Fuel Use Contractor(s) and the Authority;
  - c) audit any sub-contractor's Environmental Management Systems, as a minimum every [12] Contract Months, to ensure the Fuel Use Contractor(s)'s overall compliance with the Fuel Use Contract(s) 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**

- 3.63 In carrying out the Services, the Fuel Use Contractor(s) 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.
- 3.64 In the case of any accidents involving members of the public or that are reportable under RIDDOR, the Fuel Use Contractor(s) shall provide details of the same to the Authority within [2] Business Days of each such occurrence.
- 3.65 The Fuel Use Contractor(s) 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.

## **Fire Safety**

- 3.66 The Fuel Use Contractor(s) shall carry out a 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.
- 3.67 The Fuel Use Contractor(s) shall use the fire assessment to design the Works to allow for the treatment of vehicles, materials and fuels arriving on Site(s) and to develop a fire strategy for the Facility(ies).
- 3.68 The Fuel Use Contractor(s) shall carry out the Services in a manner which is consistent with the adopted fire strategy for the Site(s), 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.
- 3.69 The Fuel Use Contractor(s) shall continually review the risks of fire associated with the Site(s) including taking account of prevailing Good Industry Practice.
- 3.70 The Fuel Use Contractor(s) shall make any necessary changes to the fire strategy

and propose Fuel Use Contractor(s) changes to the relevant Method Statement to take account of prevailing Good Industry Practice.

- 3.71 The Fuel Use Contractor(s) shall on the occurrence of any fire, act in accordance with the agreed Fire Strategy.

## **Resourcing**

- 3.72 The Fuel Use Contractor(s) shall employ sufficient Personnel including all relevant grades of supervisory staff, to ensure that Services are provided at all times and in all respects. The Fuel Use Contractor(s) shall ensure that a sufficient reserve of Personnel is available to meet all obligations during holidays and absences.

- 3.73 The Fuel Use Contractor(s) shall provide in response to relevant statutory requirements, the Authority with any information the Authority reasonably requests in relation to Personnel including but not limited to:

- a) the training records;
- b) the records of any unspent convictions;
- c) the skills and competencies of Personnel; and
- d) the number of Personnel employed.

- 3.74 The Fuel Use Contractor(s) 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.

- 3.75 The Fuel Use Contractor(s) 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 Fuel Use Contractor(s) shall also provide copies of any unspent convictions to the Authority upon request.

- 3.76 The Fuel Use Contractor(s) shall develop and maintain an appropriate and up-to-date induction programme for all Personnel and the Fuel Use Contractor(s) shall ensure all new Personnel involved in the Services delivery undertake the induction programme prior to their commencement of work on Site(s).

- 3.77 The Fuel Use Contractor(s) 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, trained, 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 this 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 Facility(ies) in line with mandatory standards and performance improvement targets.

3.78 In carrying out the duties described in this Schedule, the Fuel Use Contractor(s) 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 on the Site(s).

3.79 The Fuel Use Contractor(s) shall act in a manner to promote a positive image and not bring the Authority into disrepute. The Fuel Use Contractor(s) shall adopt and adhere to a Staff Code of Conduct, which has been agreed between the parties, governing the behaviour of all employees.

### **Signage and Security**

3.80 The Facilities and designated areas at each site shall have sufficient clear, visible and legible signage 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.

3.81 The Fuel Use Contractor(s) shall ensure the security of the Site(s) and allow the Authority safe and efficient access during the Opening Hours.

3.82 So far as permitted to do so by Legislation, the Fuel Use Contractor(s) shall prevent unauthorised persons from entering the Site(s).

3.83 The Authority shall not be liable for any claim for loss by the Fuel Use Contractor(s) resulting from any breach of security.

3.84 The Fuel Use Contractor(s) shall comply with the Authority's IT security arrangements and the Authority's obligations under the Data Protection Act 1998/Computer Misuse

## **Community Involvement**

- 3.85 The Fuel Use Contractor(s) shall develop, implement and operate a service that provides opportunities for community involvement.
- 3.86 Prior to the commencement of operations, the Fuel Use Contractor(s) 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 Fuel Use Contractor(s) shall update the Community Liaison Plan to reflect any changes in these arrangements.
- 3.87 The Fuel Use Contractor(s) shall facilitate community liaison group meetings as a minimum on a yearly basis.

## **Transfer and Haulage**

- 3.88 Prior to the commencement of operations, the Fuel Use Contractor(s) shall prepare, maintain and implement a Transport Plan to address all activities involving the Fuel Use Contractor(s)'s vehicle fleet and associated transport arrangements (including signage) to and from Site(s), and including agreed transport routes.
- 3.89 Contract SRF once delivered to the Site(s) shall be deemed to have been transferred in to the ownership of the Fuel Use Contractor(s), if the Fuel Use Contractor(s) does not reject SRF and notify the Authority within [4] hours of receipt.
- 3.90 For non road vehicle based deliveries of Contract SRF, the Fuel Use Contractor(s) shall undertake all unloading of incoming Contract SRF.
- 3.91 The Fuel Use Contractor(s) shall undertake all loading of outgoing haulage vehicles for all process residues and rejects.
- 3.92 The Fuel Use Contractor(s) shall take all reasonable measures in a manner consistent with good industry practice and legal requirements, to ensure safe and sustainable transport of materials.

## **Road Vehicles and Containers**

- 3.93 Residues shall only be transported in enclosed containers or on netted/sheeted vehicles.

## **Management of Residues from Contract SRF**

- 3.94 Residues shall not be deemed to have been delivered to a disposal facility until such

time as they are accepted by a third party disposal point.

- 3.95 Final disposal shall be provided for all process residues and rejects that cannot otherwise be Recycled, Composted or Recovered.
- 3.96 The Fuel Use Contractor(s) shall ensure that adequate landfill capacity exists for all process residues and rejects for the term of the Fuel Use Contract(s).
- 3.97 The Fuel Use Contractor(s) shall supply the Authority with full details of the landfill Site(s) to be used and copies of all Necessary Consents.
- 3.98 The Fuel Use Contractor(s) shall agree with the Authority any proposed changes or substitution of landfill sites in accordance with clause [X] of the Fuel Use Contract(s), and update the Service Delivery Plan accordingly.

## PR4 HANDBACK REQUIREMENTS

### Handback Requirements

- 4.1 The Fuel Use Contractor(s) shall provide a seamless transition between the existing service and the provision of the Services. The Fuel Use Contractor(s) shall manage business continuity arrangements throughout the Contract Period and shall manage the handback of the Services on the earlier of the Expiry Date and the date of early termination of the Fuel Use Contract(s).
- 4.2 The Fuel Use Contractor(s) 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 Services 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 Fuel Use Contract(s). The Handback Plan shall cover as a minimum:
- a) land interests associated with the Site(s);
  - b) the updated and complete Fuel Use Contract(s);
  - c) all Assets associated with the Site(s);
  - d) any ongoing liabilities; and
  - e) all personnel associated with the Facility(ies) and which are proposed to form part of the Handback Plan.
- 4.3 The Handback Plan shall include a programme which shall be updated as required during the lifetime of the Fuel Use Contract(s) and shall be agreed with the Authority, prior to the Handback Plan being updated.
- 4.4 The Fuel Use Contractor(s) shall comply with the Handback Plan at all times during the handback process.
- 4.5 The Fuel Use Contractor(s) shall handback the Facility(ies) in a physical and operational condition which will ensure the Minimum Residual Life. The condition shall be subject to agreement with the Authority, and subject to surveys, in accordance with the relevant part of the Fuel Use Contract(s).

[Note to Bidders: to be defined through dialogue.]

- 4.6 The Fuel Use Contractor(s) 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 Fuel Use Contractor(s) shall be highlighted and the Fuel Use Contractor(s) 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.

- 4.7 The Fuel Use Contractor(s) shall ensure that any remedial work required by the Authority is carried out and completed to the Authority's satisfaction at the Fuel Use Contractor(s)'s cost before the Expiry Date.
- 4.8 The Fuel Use Contractor(s) shall at the Fuel Use Contractor(s)'s cost, provide all necessary training to all personnel which the Authority form part of the Handback Plan and which the Authority nominates for the running of the Facility(ies) as a minimum one Contract Month before the planned Expiry Date ensure the continued operation of the Site(s).

### **Retention Fund**

- 4.9 [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").
- 4.10 [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 Facility(ies) has been and is being maintained by the Fuel Use Contractor(s) in accordance with its obligations.
- 4.11 Following the survey, the Authority will notify the Fuel Use Contractor(s) 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 Fuel Use Contractor(s) shall carry out such work at its own expense.
- 4.12 If the work is carried out to the Required Standard, the Authority will reimburse the Fuel Use Contractor(s)'s costs by a withdrawal from the Retention Fund.
- 4.13 If the Fuel Use Contractor(s) 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.
- 4.14 Any credit balance in the Retention Fund at the Expiry Date will be paid to the Fuel Use Contractor(s).

### **Training and Software**

- 4.15 The Fuel Use Contractor(s) shall at the Fuel Use Contractor(s)'s cost, provide all necessary training for the running of the SRF Facility(ies) to all persons notified by the Authority to the Fuel Use Contractor(s) no later than [3] Contract Months before

the end of the Contract Period to ensure the continued operation of the SRF Facility(ies).

- 4.16 The Fuel Use Contractor(s) shall hand over all software used in the operation of the Facility(ies) to the Authority including any specialist software which has been specifically created for the SRF Facility(ies). Training in this software shall be provided by the Fuel Use Contractor(s) at the Fuel Use Contractor(s)'s cost to those Personnel nominated by the Authority.
- 4.17 A complete and up-to-date set of software manuals and software licenses shall be provided by the Fuel Use Contractor(s) at the Fuel Use Contractor(s)'s cost to the Authority one [1] month prior to the end of the Contract Period.

### **Permits, Consents and Licences**

- 4.18 The Fuel Use Contractor(s) shall assist the Authority in the transfer of all consents to the Authority by the end of the Contract Period.

### **Aftercare Plan**

- 4.19 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. However, the Fuel Use Contractor(s) should, 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 Fuel Use Contract(s) will be subject to the approval of the Authority.
- 4.20 This aftercare plan shall embrace the care and maintenance of the Site(s), and include monitoring, maintenance of restoration materials and vegetation together with the management of environmental management systems already in place, and until such time as the Environment Agency is satisfied that the Site(s) permit may be handed in, and/or where there is agreement that on-going liabilities may revert back to the responsibility of the Authority.

**PART B – APPENDIX A**

**WORKS QUALITY STANDARDS**

[TO BE INSERTED]

DRAFT

## **PART C**

### **PERFORMANCE MEASUREMENT FRAMEWORK**

[TO BE INSERTED]

DRAFT

## PART D

### DEFINITIONS

The following definitions are used in the Fuel Use Contract(s) 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.

<b>Acceptance Test Certificate</b>	means a certificate issued by the Independent Certifier that the Acceptance Tests have been satisfied;
<b>Acceptance Tests</b>	means the Tests so described in Schedule 11 (Tests) of the Contract;
<b>Adjoining Property</b>	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;
<b>Agreed Form</b>	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; <sup>1</sup>
<b>Annual Services Report</b>	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;
<b>As Built Drawings</b>	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(ies) in sufficient detail to allow a competent person to understand all material elements of the construction of the Facility(ies) and to maintain, dismantle, reassemble, adjust and operate all plant and equipment forming the same;
<b>Assets</b>	<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"><li>(a) any land or buildings;</li><li>(b) any equipment;</li><li>(c) any books and records (including operating and maintenance manuals, health and safety manuals</li></ul>

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<sup>1</sup> Such documents should be annexed to the Project Agreement.

and other know how);

- (d) any spare parts, tools and other assets (together with any warranties in respect of assets being transferred);
- (e) any revenues and any other contractual rights; and
- (f) any intellectual property rights,

but excluding any assets and rights in respect of which the Authority is full legal and beneficial owner;

**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 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 Contract;

**Contingency Plans**

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:-

- (a) the first Contract Year shall be the period commencing on the Commencement Date and ending on the day immediately following 31 March; and
- (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;

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

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<sup>2</sup> This needs to be considered on a project specific basis.

	in each case in the United Kingdom;
<b>Method Statements</b>	means the Works Method Statement and the Services Method Statements;
<b>Month</b>	means any month in a Contract Year provided that:- <ul style="list-style-type: none"> <li>(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</li> <li>(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,</li> </ul> and the term Months shall be construed accordingly;
<b>Non-Contract Fuel</b>	[definition to be inserted];
<b>Opening Hours</b>	means the specified hours of operation of each relevant Facility(ies) set out in Part II (Method Statements) of Schedule 3 (Contractor's Proposals) of the Contract;
<b>Operating Manual</b>	has the meaning given to it in Clause 28.1 (Maintenance of Manual) of the Contract;
<b>Party</b>	means a party to the Contract and 'Parties' shall be construed accordingly;
<b>Performance Deductions</b>	has the meaning given to it in Schedule 4 (Payment Mechanism) of the Contract; <sup>3</sup>
<b>Planned Readiness Date</b>	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;
<b>Project</b>	means the provision of waste management services to the Authority by the Contractor as contemplated by this Contract including the carrying out of the Works and the provision of the Services;
<b>Readiness Date</b>	means in respect of a Facility(ies) the date on which the Readiness Test Certificate is issued in respect of that Facility(ies) 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(ies) passed the Readiness Tests;
<b>Planned Service Commencement Date</b>	means [fixed date by [on] which Service Commencement is planned to occur] or such other date as the Parties may agree;
<b>Readiness Test Certificate</b>	means a certificate issued by the Independent Certifier that the Readiness Tests have been satisfied;

<sup>3</sup> Please refer to Module 4 Part II (Payment Mechanism Drafting) of the WIDP Residual Waste Procurement Pack.



<b>Readiness Tests</b>	means the Tests so described in Schedule 11 (Tests) of the Contract;
<b>Rectification Period</b>	has the meaning given to it in Schedule 4 (Payment Mechanism) of the Contract;
<b>Reviewable Item</b>	[definition to be inserted];
<b>Site Waste Management Plan</b>	means the plan to be developed by the Fuel Use Contractor(s) in accordance with PR1
<b>Service Commencement</b>	means the commencement of the Services;
<b>Services</b>	means the whole of the services or any of them to be provided by the Contractor pursuant to the Contract which are necessary for the Contractor to undertake in order to comply with the Service Requirements, the Services Method Statements and the other provisions of the Contract;
<b>Services Commencement Date</b>	means the date on which Service Commencement occurs in accordance with Clause 21 (Completion of the Works) of the Contract;
<b>Services Period</b>	means the period specified in Clause 3.2 (Commencement and Duration) of the Contract;
<b>Services Method Statements</b>	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 Contract;
<b>Termination Date</b>	means any date of early termination of this Contract in accordance with Part XII (Termination and Compensation on Termination) of the Contract;
<b>Works</b>	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
<b>Works Method Statements</b>	means part of the Contractor's Proposals as set out in Part I of Schedule 3 (Contractor 's Proposals) of the Contract.

The following definitions are used in this Schedule:

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

	PR3.4 paragraph 3.41;
<b>Monthly Service Report</b>	means the report to be submitted by the Contractor on a monthly basis containing the information prescribed in PR3.3 paragraph 3.30;
<b>Monitoring Frequency</b>	means the period prescribed in Table 2 of Part B of this Schedule;
<b>Non Authorised Vehicle Acceptance Procedure</b>	means the agreed procedure developed by the Contractor for the processing of Authority vehicle which are not Authorised Vehicles;
<b>Normal Monitoring Point</b>	means the latest time a Performance Standard should be measured if the Contractor is complying with the Monitoring Frequency for that Performance Standard as set out in the Performance Measurement Framework;
<b>Performance Measurement Framework</b>	means the framework prescribed in Table 3 of Part B of this Schedule;
<b>Performance Requirement</b>	means each performance requirement as set out in this Schedule;
<b>Performance Standard</b>	means the Authority's Requirements as defined in PR1 to 4 inclusive;
<b>Performance Standard Failure</b>	means each event measured in accordance with the Performance Standard Monitoring Methodology where the Contractor fails to meet a Performance Standard;
<b>Planned Maintenance</b>	means the maintenance of the Facilities prescribed in PR3.4 paragraph 3.38;
<b>PR</b>	means Performance Requirement;
<b>PS</b>	means Performance Standard;
<b>Quality Management System</b>	means the system prescribed in PR3.4 paragraph 3.45;
<b>Renewable Energy Strategy</b>	[definition to be inserted];
<b>RIDDOR</b>	means Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;
<b>Test and Commissioning Plan</b>	[definition to be inserted];
<b>Visitor Centre</b>	means the centre referred to in PR1 paragraph 1.29; and
<b>Works Quality Standards</b>	means the standards prescribed in Appendix A.

## PART E

### FUEL SPECIFICATION

#### SRF class and origin

Class code<sup>a</sup>: NCV 3, CI 2, Hg 3

Origin<sup>b</sup>: 20 03 01

#### Physical parameters

Particle form<sup>c</sup>: Fluff, semi-dense pellet, dense pellet

Particle size<sup>d</sup>: tbc **Test method:** prCEN/TS 15415

	Unit	Value <sup>e</sup>		Test method
		Typical Value	Limit	
Ash content	% d	15	20	prCEN/TS 15403
Moisture content	% ar	15	20	prCEN/TS 15414
Net calorific value (NCV)	MJ/kg ar	>11	<15	prCEN/TS 15400
Real Dynamic Respiration Index	mg O <sub>2</sub> /kgTS/h	<1,000	<1,500	prCEN/TS XXXX (tbc)
Biomass fraction	% of NCV	60	n/a	prCEN/TS 15440

#### Chemical parameters

	Unit	Value		Test method
		Typical	Limit	
Chlorine (Cl)	% d		<1.0	prCEN/TS 15408
Antimony (Sb)	mg/kg d	25	100	prCEN/TS 15411
Arsenic (As)	mg/kg d	5	13	prCEN/TS 15411
Cadmium (Cd)	mg/kg d	7.5	13	prCEN/TS 15411
Chromium (Cr)	mg/kg d	125	250	prCEN/TS 15411
Cobalt (Co)	mg/kg d	10	12	prCEN/TS 15411
Copper (Cu)	mg/kg d	350	tbc	prCEN/TS 15411
Lead (Pb)	mg/kg d	190	250 <sup>g</sup>	prCEN/TS 15411
Manganese (Mn)	mg/kg d	250	500	prCEN/TS 15411
Mercury (Hg)	mg/kg d	4	8	prCEN/TS 15411
Nickel (Ni)	mg/kg d	80	160	prCEN/TS 15411
Thallium (Tl)	mg/kg d	1	2	prCEN/TS 15411
Vanadium (V)	mg/kg d	10	25	prCEN/TS 15411
Σ Heavy metals <sup>f</sup>	mg/kg d		tbc	

a) According to the class system as specified in Clause 7. of prCEN/TS 15359

b) Preferable to European Waste List (EWC), 4 or 6 digit code. For mixtures and blends a combination of codes can be used.

c) Examples of forms are pellets, bales, briquettes, flakes, chips, powder, fluff.

- d) By sieving or equiv. technique, expressed as  $dx$ , where  $d$  is the particle size on the distribution curve where  $x$  percent passes.
- e) The typical value is the mean value (or the median value if appropriate with respect to the distribution of data) for a parameter of the SRF over an agreed or specified period of time. The limit value (maximum, minimum or 80th percentile if appropriate with respect to the distribution of the data) will be agreed upon and defined by the user and producer, and refers to a consignment.
- f) The Group III metals in the sum are those listed above (Sb-V) and equals those in the Waste Incineration Directive (WID).
- g) 80th percentile value.
- h) The fuel should not contain PCP/PCB, radioactive, pharmaceutical or explosive materials. Other parameters can be agreed between producer and user according to their needs e.g. sulphur and aluminum, ash characteristics. This specification is indicative only and will be developed further by the Authority at and prior to the ITT and contract negotiation stages.