OUTPUT SPECIFICATION

NORTH LONDON WASTE AUTHORITY

FUEL USE CONTRACT

CONTENTS

SECTION **PAGE**

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 comprises the indicative specification for solid recovered fuel ("SRF").

Unless expressly defined elsewhere in this Schedule, capitalised words shall have the meaning given in the Definitions Table document 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 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.

Bidders should note that this Output Specification is drafted on the basis of a design, build, finance and operate facility handed back to the Authority at the end of the Fuel Use Contract(s). This does not preclude bidders from proposing a merchant solution for either an existing or new build fuel use facility for Contract SRF.

PART A - SCOPE AND RELEVANT INFORMATION

Project Objective

1.1 The fundamental objective of the Fuel Use Contract(s) 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 processing of residual waste to produce Contract 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 sub-lots for bidders to bid for:

(a) Sub-Lot A: 140,000 to 170,000 tonnes per annum ("tpa"); and

(b) Sub-Lot B: 280,000 to 340,000 tpa.

1.4 The Authority may, at its discretion, award two contracts under Sub-Lot A. If only one lot of 140,000 to 170,000 tpa under Sub-Lot A is successfully awarded, the Authority reserves the right to carry out a new procurement at a later stage, for the remaining SRF.

Scope of the Services

1.5 The Fuel Use Contract(s) will be let for the use of SRF and may involve the design, build, finance and operation of a facility or the use of a merchant facility to utilise SRF including produced under the Waste Services Contract. The Fuel Use Contractor(s) will be responsible for the management of residues and by products.

1.6 The Services exclude the responsibility for the transport of Contract SRF to the Delivery Points for transport of Contract SRF. This falls under the Waste Services Contract.

1.7 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.

Authority Working

1.8 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 Waste Strategy ("NLJWS") 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%.

1.9 The Fuel Use Contractor(s) and the Authority shall work in partnership with the Constituent Boroughs, authorised contractors including the Waste Services Contractor and other Stakeholders to achieve the Services and the Performance Requirements.

1.10 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 Services with each other and all other relevant stakeholders and delivery partners including the Waste Services Contractor.

Period of Contract

1.11 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 25 and 35 years from the commencement of production of Contract SRF by the Waste Services Contractor.

Contract SRF Quantity and Composition

1.12 The Fuel Use Contractor(s) shall accept and manage the agreed quantity of Contract SRF delivered, including a solution for any Contract SRF which falls outside of the Fuel Specification detailed in Part D, during the term of the Fuel Use Contract(s).

Non-Contract SRF

1.13 Any fuel accepted by the Facility(ies) which is not Contract SRF will be regarded as Non-Contract SRF.

1.14 The Fuel Use Contractor(s) shall be permitted to receive and manage Non-Contract SRF. This is subject to the consent of the Authority Representative, by use of the Facility(ies) provided by the Fuel Use Contractor(s) for the provision of the Services and subject to any profit share provisions in the Project Agreement.

1.15 At all times the receipt and processing of Non-Contract SRF 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 SRF, with the Authority having first right of refusal on any spare processing capacity above the agreed quantity.

PART B - PERFORMANCE REQUIREMENTS

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

- PR1: Works Requirements (including Appendix A - Works Quality Standards)
- PR2: Commissioning Requirements
- PR3: Services Requirements
- PR4: Handback Requirements

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 Standards set out in Part A of this Schedule which is numbered in **bold** are Performance Standards subject to the Performance Measurement Framework regime set out in Part C of this Schedule.

PR 1 WORKS REQUIREMENTS

General

1.1 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.

1.2 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.

1.3 As a minimum, the Works shall meet the Works Quality Standards included in Part B, Appendix A.

1.4 The Fuel Use Contractor(s) shall ensure that the energy value of the Contract SRF is recovered in the most efficient manner possible.

1.5 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, Permits and Licenses

1.6 The Fuel Use Contractor(s) shall be responsible for obtaining all of the Consents, Permits and Licenses associated with any Site(s), Facility(ies), Equipment, undertakings or operations including but not limited to the Building Regulations, Planning Permission and Environmental Permits for the Facility(ies) and for the discharge of any associated conditions placed on these consents or permissions.

Design and Delivery Requirements

1.7 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.

1.8 The Fuel Use Contractor(s) shall provide and/or secure at least one suitable Delivery Point(s) for the receipt of Contract SRF from the Waste Services Contractor.

1.9 The Fuel Use Contractor(s) shall provide Works that shall be suitable and efficient for a range of transport modes for the delivery of Contract SRF to the specified Delivery Point(s) including but not limited to:

(a) road;

(b) water; and

(c) rail.

1.10 The vehicle type and design of the discharge arrangements may change during the Contract Period and therefore the Delivery Points(s) shall be flexible and capable of accepting or be readily adaptable to accept a wide range of vehicles.

1.11 The Works shall be designed and constructed to include sufficient Contract SRF storage capacity to run the Services for 5 Calendar Days to ensure that there are no interruptions to the Services or the delivery of Contract SRF by the Waste Services Contractor.

1.12 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 CABE, and the Authority Design Champion, along with an appropriate justifiable response to any recommendations by the Fuel Use Contractor(s). The environmental assessment tool to be used is BREEAM for the buildings, incorporating the relevant elements of CEEQUAL for the supporting infrastructure and external aspects of the Facility(ies).

1.13 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, reduce construction waste, and cover aspects such as energy efficiency, renewable energy, increased recycled content and water management.

1.14 The Works shall include equipment capable of monitoring, weighing and electronically recording each load and/or vehicle bringing Contract SRF and any Non-Contract SRF to the Delivery Point(s) and Site(s) and each load and/or vehicle removing Contract SRF and/or process residues 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).

1.15 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

1.16 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) 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) WRAP Construction Commitment;

(j) Civil Engineering Environmental Quality Assessment and Award Scheme;

(k) Building Regulations 2000;

(l) Construction (Design and Management) Regulations 2007;

(m) relevant EU and UK legislation relating to the management of waste including the Waste Incineration Directive ("WID"), Best Available Technology ("BAT") Industrial Emissions Directive ("IED") etc; and

(n) BREEAM "very good" rating.

1.17 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

1.18 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.

1.19 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 Consents.

1.20 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

1.21 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

1.22 The Fuel Use Contractor(s) shall in respect of the work implement an employment and skills plan ("ESP") which should include project specific target for local new entrants skills development, existing workforce skill development and employment, as included in the relevant Method Statement.

1.23 The Fuel Use Contractor(s) shall set out on a monthly basis the anticipated outputs against each of the Employment & Skills areas.

1.24 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 professions, trades and callings are adequately supervised.

1.25 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

1.26 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.

1.27 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 as necessary.

1.28 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).

1.29 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.

1.30 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.

1.31 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).

1.32 The Works shall be suitably housed and protected such that Contract SRF delivery vehicle operators, Authority Representative, Authority Personnel or visitors cannot gain access to areas or parts of the Site(s) that could cause harm or a risk to their health and safety.

Site(s) Access & Circulation During Construction

1.33 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).

1.34 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 in compliance with all relevant health and safety, rules, policies and procedures concerning health and safety at work and all other mandatory and statutory requirements, guidance and Good Industry Practice.

1.35 The Fuel Use Contractor(s) shall provide access to the Site(s) from the external road network.

1.36 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).

1.37 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 access and egress from the Site(s) and way finding;

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.

Authority interface

1.38 The Fuel Use Contractor(s) shall provide a CCTV system to view the following parts of each Facility as a minimum:

a) the approach area, including the point at which vehicles access and egress the public highway;

b) the points of measurement for calculating vehicle turnaround times or the weighbridge(s);

c) the Contract SRF unloading, discharge and inspection areas; and

d) the Contract SRF acceptance area(s).

1.39 The Authority Representative shall have remote live access to the CCTV system, enabling control of the views available and rotation of cameras remotely as necessary.

1.40 The Fuel Use Contractor(s) shall provide a room within one of the Facilities suitable for use as a meeting room for up to 6 people, that can also be used by the Authority.

Environmental Consideration and Nuisance Control

1.41 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 and vibration;

c) vermin and other pests;

d) litter;

e) flies;

f) dust;

g) emissions;

h) odour; and

i) traffic.

1.42 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 of the Adjoining Property(ies). 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 the Adjoining Property(ies) to the reasonable satisfaction of the owners or occupiers of the Adjoining Property(ies).

Works Programme

1.43 The Fuel Use Contractor(s) shall develop and maintain a detailed Works Programme covering all elements of the Works and based on the Works Programme included in the relevant Method Statement.

1.44 The Fuel Use Contractor(s) shall submit to the Authority the Works Programme and any subsequent amendment to the Works Programme within 5 Business Days of its amendment and adoption for the Works.

1.45 The Fuel Use Contractor(s) shall carry out the Works in accordance with the Works Programme.

1.46 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 Works Programme.

1.47 In the event of any delay to the works, the Fuel Use Contractor(s) shall submit to the Authority within 5 Business Days a mitigation strategy to recover the lost time.

Construction Waste Management

1.48 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, 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, using the method reporting agreed by the UK Contractors Group, available at http://www.wrap.org.uk/construction/tools_and_guidance/reporting_portal.html , the quantity of waste produced and the quantity of waste sent to landfill (tonnes per £100k of construction spend);

c) recover up to [X][1]% and at least a minimum of 80% of construction and demolition materials; and

d) ensure that up to [X][2]% 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.

1.49 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 Fuel Use Contractor(s) 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/)

1.50 On completion of the Works, the Fuel Use Contractor(s) shall submit to the Authority a copy of the completed Site Waste Management Plan, reporting the forecast and actual performance for waste quantities, disposal routes, and reused and recycled content used in construction.

Works Phase Reporting

1.51 The Fuel Use Contractor(s) shall submit to the Authority within 5 Business Days following the end of a month, a Monthly Works Progress Report covering the construction activities carried out in the proceeding month. The Monthly Works Progress Report shall include as a minimum a description of the following:

a) assessment of actual progress by comparison to the submitted Works Programme;

b) any issues that may impact on the deliverability of the Works Programme;

c) progress on the procurement of sub contract work packages and significant items;

d) progress with obtaining planning and permitting Consents against the requirements within the Project Agreement;

e) progress with discharging any requirements of the Consents;

f) report on any material risk to achieving the Planned Service Commencement Date; and

[1] This is a bid back item.

[2] This is a bid back item.

g) where the Monthly Works Progress Report covers the period in which the Readiness Test Certificate is issued, the Monthly Works Progress Report shall include a copy of the Readiness Test Certificate.

As Built Drawings and Operations & Maintenance Manuals

1.52 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 3 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.

1.53 The Fuel Use Contractor(s) shall promptly update the As-Built Drawings and O&M Manuals supplied to the Authority to reflect any changes to the facilities within 20 Business Days after the change.

1.54 The Fuel Use Contractor(s) shall provide the Authority with up to date As-Built Drawings and O&M Manuals 20 Calendar Days prior to hand back of the Facility(ies).

Health and Safety

1.55 The Fuel Use Contractor(s) shall:

a) comply with the Construction (Design and Management) Regulations 2007;

b) liaise with the Health and Safety Executive on all relevant matters;

c) co-ordinate its health and safety plans with the Authority's health and safety policies; and

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

Fire Safety

1.56 The 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.

1.57 The fire strategy and related fire design shall be submitted by the Fuel Use Contractor(s) to the Authority.

Quality Management System

1.58 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 Facility(ies) commences.

1.59 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

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

1.61 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.

Communication-Public Relations

1.62 The Fuel Use Contractor(s) shall put in place and operate prior to submission of planning applications 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; and

b) identifies likely areas of concern and sets out how best to engage with each individual stakeholder group to address specifically identified concerns.

1.63 The Fuel Use Contractor(s) shall take all appropriate steps to mitigate these concerns and record all complaints and comments (oral or otherwise), letters or notices from any members of the public or statutory authority.

1.64 The Fuel Use Contractor(s) shall register the Site(s) in the Considerate Constructors Scheme and comply with the Considerate Code of Practice.

PR 2 COMMISSIONING REQUIREMENTS

Commissioning

2.1 The Parties shall have jointly appointed an Independent Certifier whose contract shall be entered simultaneously with the Fuel Use Contract(s).

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, 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 of individual Equipment and Facility(ies);

b) the process to achieve the Readiness Test;

c) hot commissioning of the Works including the incremental acceptance and processing 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 all relevant health and safety rules, policies and procedures concerning health and safety at work and all other mandatory and statutory requirements, guidance and Good Industry Practice;

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 all relevant health and safety rules, policies and procedures concerning health and safety at work and all other mandatory and statutory requirements, guidance and Good Industry Practice;

b) comply with manufacturers requirements;

c) are suitable for integration within the Works;

d) are fit for their intended purpose; and

e) meet the requirements of this Output Specification.

2.7 The Independent Certifier shall be satisfied that the Testing Readiness Tests and Acceptance Tests have been satisfactorily completed prior to issuing the Readiness and Acceptance Certificates as appropriate.

Commissioning Phase Reporting

2.8 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)'s proposal for minimising the impact of such delays.

Mechanical and Electrical Specifications

2.9 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.

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.

PR 3 SERVICE REQUIREMENTS

PR 3.1 USE OF FUEL

General Requirements

3.1 The Fuel Use Contractor(s) shall accept Contract SRF for treatment in Facility(ies) capable of treating the Contract SRF for treatment in Facility(ies) capable of treating the Contract SRF to generate energy in a cost effective manner.

3.2 The Facility(ies) shall achieve a high degree of energy efficiency. The Authority is aware of the potential benefits of good quality combined hear and power ("CHP") and prefers fuel use solutions that make use of this.

Contract SRF Landfill Diversion

3.3 In each Contract Year the Fuel Use Contractor(s) shall achieve a 100% diversion of the Contract SRF from landfill.

3.4 Should the Facility not be able to receive all Contract SRF delivered, 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.

3.5 Should 100% diversion from landfill 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").

Other Requirements

3.6 The Fuel Use Contractor(s) shall provide and maintain:

a) a Service Delivery Plan that will 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.

PR 3.2 ENVIRONMENTAL MANAGEMENT

Carbon Impacts

3.7 The Fuel Use Contractor(s) shall provide a service that is consistent with the relevant national, regional and local policy framework. Particular regard should be paid to minimising the carbon footprint of the Services.

3.8 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).

3.9 The Fuel Use Contractor(s) shall demonstrate that it has minimised, as far as is practicable, the distance that any ash, combustion, emissions, process residues etc sent to Landfill or off to another re-use is exported.

3.10 The Carbon Management Plan should account for the objectives of the UK Government's:

a) Low Carbon Transition Plan;

b) Low Carbon Industrial Strategy;

c) Renewable Energy Strategy; and

d) other relevant plans or strategies.

Impact on the Local Environment

3.11 In operating the Facility(ies) for the treatment of Contract SRF, the Fuel Use Contractor(s) shall provide a service which minimises impacts upon the 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, processing and disposing of the Contract SRF and Non-Contract SRF including but not limited to the impacts from:

i. light;

ii. noise and vibration;

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 statutory requirements and Good Industry Practice; and

d) minimise amenity impacts on the local population;

with respect to the Site(s) and all of the 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.

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

PR 3.3 OPERATIONAL INTERFACE

Delivery of Contract SRF

3.16 The Waste Services Contractor is responsible for the delivery of Contract SRF to Delivery Point(s) specified by the Fuel Use Contractor(s). The Fuel Use Contractor(s) is responsible for any subsequent transport using road, water or rail of the Contract SRF, to the Facility(ies). The actual transport solution will be determined through competitive dialogue.

3.17 The Fuel Use Contractor(s) shall take full account of variable Contract 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 Contract SRF delivery patterns and make due allowance for them while preserving the standards that apply to the agreed Contract 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.

Acceptance of Contract SRF at Delivery Points

3.18 The Fuel Use Contractor(s) has an absolute obligation to receive all Contract SRF delivered by an Authorised Vehicle, at the Delivery Point(s) during the agreed Opening Hours as noted below.

3.19 The Fuel Use Contractor(s) will accept and process all Contract SRF in accordance with a fuel acceptance protocol ("FAP")[3].

3.20 By reference to an automatic recognition system located at the entrance of the Delivery Point(s), such as an automatic number plate recognition ("APNR") in the instance of a road vehicle, entrance and integrated with the weighing facilities, the Fuel Use Contractor(s) shall meet the agreed turnaround time per Authorised Vehicle delivering Contract SRF from arriving at the Delivery Point(s), being weighed, monitored, discharged and leaving the Delivery Point(s). In the event that this relates to water the agreed turnaround times will apply.

3.21 The Fuel Use Contractor(s) shall provide such assistance as is reasonably required to assist in the unloading of Contract SRF from Vehicles commensurate with the design and operation of the Facility(ies) and as specified within the relevant Method Statements.

3.22 Where site specific safety or security arrangements preclude the access of non-contractor vehicles and vehicle operators to the delivery point, provision of a

[3] This is a bid back item.

designated unloading area for Contract SRF shall be provided by the Fuel Use Contractor(s).

Non-Contract SRF

3.23 The Fuel Use Contractor(s) shall be entitled to process Non-Contract SRF at the Facility(ies) to quantities which take up any spare processing 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 for accepting each delivery of Non-Contract SRF;

b) Contract SRF shall be accepted and processed in priority to Non-Contract SRF;

c) Non-Contract SRF will not displace Contract SRF from the Facility(ies); and

d) Non-Contract SRF income sharing provisions set out in the Payment Mechanism apply.

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

Contract SRF Testing

3.25 The Waste Services Contractor shall be responsible for the sampling and testing of Contract SRF according to an agreed minimum testing regime to verify that it meets the agreed Contract SRF specification and any relevant statutory, regulatory and industry standards and any other requirements.

3.26 Should the Fuel Use Contractor(s) require an increase in the frequency of sampling and testing above the suggested minimum, they will be required to demonstrate the value of such testing to the Authority and will be required to absorb the cost of the additional testing.

3.27 Sampling of Contract SRF will be at a frequency agreed between the Authority, the Fuel Use Contractor(s) and the Waste Services Contractor. Contract SRF samples shall be stored under appropriate conditions for a rolling six month period for future testing should the Fuel Use Contractor(s) experience signification deviation from the agreed Fuel Specification.

Weighbridges

3.28 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 SRF delivered without the need for manual input.

3.29 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 SRF load and vehicle entering or exiting the Site(s), information required for the purpose of meeting their obligation under the Fuel Use Contract(s) and in support of the Authority's statutory reporting requirements including but not limited to:

a) date;

b) description of Contract SRF;

c) Contract SRF consignment identification (including cataloguing and chemical analysis);

d) gross and net vehicle and/or container weights;

e) disposal contractor number;

f) registered Contract SRF/Non-Contract SRF carrier number;

g) source/destination of wastes/residue;

h) time of arrival/departure; and

i) vehicle and/or container registration number.

3.30 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.

3.31 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 7 years.

Enquiries and Complaints Protocol

3.32 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.

3.33 The Fuel Use Contractor(s) shall implement the Enquiries and Complaints Plan for all complaints received by the Fuel Use Contractor(s) within 24 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; and

c) outline the steps, the Fuel Use Contractor(s) shall undertake to mitigate these concerns and Records all complaints and comments (oral or otherwise), letters or notices from any members of the public or statutory authority.

Data Monitoring and Reporting

3.34 The Fuel Use Contractor(s) shall, develop, submit, monitor, and maintain and thereafter perform the Services in accordance with a plan ("Services Delivery Plan") that sets out the Fuel Use Contractor(s)'s Method Statements for the delivery of the Services.

3.35 All Method Statements within the Services Delivery Plan shall be reviewed by the Fuel Use Contractor(s) as a minimum on an annual basis or as required due to a change in the proposed Services arrangements. The Fuel Use Contractor(s) shall submit any proposed changes to the Services Delivery Plan to the Authority in accordance with the Review Procedure and provide an updated Services Delivery Plan to the Authority within 5 days of an agreed change or such other date as may be agreed from time to time in writing by the Authority.

3.36 The Fuel Use Contractor(s) shall confirm within 5 days of each Contract Year that the Services Delivery Plan is up to date where no changes are proposed.

3.37 The Fuel Use Contractor(s) shall monitor and record compliance with the Service Standards set out in the Performance Management Framework.

3.38 The Fuel Use Contractor(s) shall prepare a Weekly Services Report and submit it to the Authority within 1 Business Day after the end of each Contract Week. The Weekly Services 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.

3.39 The Fuel Use Contractor(s) shall prepare a Monthly Services Report and submit it to

the Authority within 20 Business Days after the Contract Month end. The Monthly Services 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.

3.40 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 Services 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] to the Project Agreement.

3.41 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 Services Report or the Annual Services Report. The Authority may make comments on and/or make objections to the written evidence, supporting information, Monthly Services Report or Annual Services Report and in such cases shall provide the Fuel Use Contractor(s) with written comments and/or objections within 10 Business Days of receipt of the evidence, information or Monthly Services Report or Annual Services Report as the case may be.

3.42 The Fuel Use Contractor(s) shall provide within 1 Business Day a request from the Authority, provide information to support the Authority's internal and external public relations activities.

3.43 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 Area Assessment (or such replacement framework) either itself and the Constituent Boroughs. The work involved in assisting the Authority to produce these reports shall use information that is readily available to the Fuel Use Contractor(s) and shall be provided within 5 Business Days of receiving the request.

3.44 The Fuel Use Contractor(s) shall review its operational practices and processes to identify ways to improve the efficiency of the Services and where reasonably practical and economically advantageous to do so, shall implement updates practices and procedures. The Fuel Use Contractor(s) shall report any such identified and prepared improvements within the Annual Services Report.

3.45 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 basis.

3.46 The Management Information System shall as a minimum, record the information required to produce all the reports required under this Output Specification.

3.47 The Fuel Use Contractor(s) shall keep a Site Diary in accordance with Consents. The Site Diary shall be kept secure and shall be available for inspection by the Authority. Each record required in the Site Diary shall be completed within 24 hours of the relevant event.

Emergency Arrangements

3.48 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.

3.49 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(s).

3.50 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.

3.51 Where required the Fuel Use Contractor(s) shall assist emergency planning exercises as requested by the Authority.

3.52 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)' employees and the Authority in the event of an emergency.

PR 3.4 FACILITIES AND CONTRACT MANAGEMENT

Planned Maintenance

3.53 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 Part B, Appendix A of this Schedule.

3.54 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.

3.55 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 the Facility(ies):

a) are available to meet the requirements of the Fuel Use Contract(s) and this Schedule;

b) can be maintained to achieve their full working life; and

c) 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.

3.56 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 Services 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.

3.57 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.

3.58 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.

3.59 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. The Services shall lead to a Facility(ies) with a Minimum Residual Life.

3.60 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

3.61 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 of Part B of this Schedule. This shall be carried out in a safe manner to comply with Good Industry Practice, health and safety statutory requirements and environmental considerations.

Contingency and Mobilisation Plan

3.62 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 commencement of the Services over the period from the Effective Date until the Full Services 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.

3.63 The Fuel Use Contractor(s) shall implement and comply with the Mobilisation Plan.

3.64 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(s) 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).

3.65 The Fuel Use Contractor(s) shall notify the Authority prior to implementing the Contingency Plan.

3.66 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.

3.67 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

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

3.69 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

3.70 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.

3.71 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

3.72 In carrying out the Services, the Fuel Use Contractor(s) shall comply with all relevant health and safety rules, policies and procedures concerning health and safety at work and all other mandatory and statutory requirements, guidance and Good Industry Practice 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 guidance and Good Industry Practice, statutory requirements and obligations in relation to the 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.

3.73 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.

Fire Safety and Emergency

3.74 The Fuel Use Contractor(s) shall carry out a detailed fire assessment of all Facility(ies) 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 Facility(ies) and other related best practice industry guidance.

3.75 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).

3.76 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.

3.77 The Fuel Use Contractor(s) shall continually review the risks of fire associated with the Site(s) including taking account of Good Industry Practice.

3.78 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 Good Industry Practice.

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

Human Resources

3.80 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.

3.81 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.

3.82 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.

3.83 The Fuel Use Contactor(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.

3.84 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).

3.85 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 Fuel Use Contract(s) 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 and guidance;

e) fire precautions and fire procedures; and

f) improving energy and resource efficiency on the Facility(ies) in line with mandatory standards and performance improvement targets.

3.86 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).

3.87 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

3.88 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.

3.89 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.

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

3.91 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 Act 1990.

Community Involvement

3.92 The Fuel Use Contractor(s) shall develop, implement and operate Services that provides opportunities for community involvement.

3.93 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.

3.94 The Fuel Use Contractor(s) shall facilitate community liaison group meetings as a minimum on a yearly basis.

Management of Residues from Contract SRF

3.95 The Fuel Use Contractor(s) shall be responsible for the handling, transport and offtake of all residues from the Facility(ies).

3.96 The Fuel Use Contractor(s) shall prepare, maintain and implement a process residues plan (the "Process Residues Plan") which sets out the Fuel Use Contractor(s) policies and strategies with regard to the management of all Process Residues.

3.97 Process 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.

3.98 Final disposal shall be provided for all process residues and rejects that cannot otherwise be recycled or recovered.

3.99 The Fuel Use Contractor(s) shall ensure that adequate landfill capacity exists for all Process Residues and rejects which are unable to be to recycled or recovered for the term of the Fuel Use Contract(s).

3.100 The Fuel Use Contractor(s) shall supply the Authority with full details of the landfill Site(s) to be used and copies of all Consents.

3.101 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 Project Agreement, and update the Services Delivery Plan accordingly.

Transfer and Haulage

3.102 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.

3.103 Contract SRF once delivered to the Delivery Point(s) shall be deemed to have been transferred in to the ownership of the Fuel Use Contractor(s).

3.104 The Fuel Use Contractor(s) shall take all reasonable measures in a manner consistent with all relevant health and safety hazards, rules, policies and procedures concerning health and safety at work and all other mandatory and statutory requirements and guidance to ensure safe transport of materials.

3.105 Residues shall only be transported in enclosed containers or on netted or sheeted vehicles.

PR 4 HANDBACK REQUIREMENTS

Handback Requirements

4.1 It is not expected that the Facility(ies) will revert back to the Authority at the end of the Fuel Use Contract(s). In the event that the Fuel Use Contractor(s) proposes to return the Facility(ies) to the Authority, then the handback requirements set out in this section will apply.

4.2 The Fuel Use Contractor(s) shall manage business continuity arrangements throughout the Contract Period and shall manage the handback of the Facility(ies) on the earlier of the Expiry Date and the date of early termination of the Fuel Use Contract(s).

4.3 The Fuel Use Contractor(s) shall develop a Handback Plan in accordance with the relevant Method Statement prior to 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 Facility(ies) 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.

4.4 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.

4.5 The Fuel Use Contractor(s) shall comply with the Handback Plan at all times during the handback process.

4.6 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).

4.7 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.

4.8 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 or early termination.

Training and Software

4.9 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).

4.10 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.

4.11 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 1 month prior to the end of the Contract Period.

Permits, Consents and Licences

4.12 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

4.13 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.

4.14 This Aftercare Plan shall take account 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 PROVIDED AT ISOS]

PART C - PERFORMANCE MEASUREMENT FRAMEWORK

[TO BE PROVIDED AT ISOS]

PART D - FUEL SPECIFICATION

SRF class and origin				
Class code[a]: NCV 3/4, Cl 2, Hg 3				
Origin[b]:20 03 01				
Physical parameters				
Particle form[c]:				
Particle size[d]: <150mm			**Test method**: prCEN/TS 15415	
	Unit	**Value[e]**		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)	13	>11 - <15	prCEN/TS 15400
Real Dynamic Respiration Index	mg O_2 /kgTDS/h	<1,000	<1,500	prCEN/TS 15590
Biomass fraction	% of NCV	60	>50	prCEN/TS 15440

Chemical parameters			
	Unit	**Value**	**Test method**
		Limit	
Chlorine (Cl)	% d	<1.0	prCEN/TS 15408
Antimony (Sb)	mg/kg d	100	prCEN/TS 15411
Arsenic (As)	mg/kg d	13	prCEN/TS 15411
Cadmium (Cd)	mg/kg d	13	prCEN/TS 15411
Chromium (Cr)	mg/kg d	250	prCEN/TS 15411
Cobalt (Co)	mg/kg d	12	prCEN/TS 15411
Copper (Cu)	mg/kg d	tbc	prCEN/TS 15411
Lead (Pb)	mg/kg d	250[g]	prCEN/TS 15411
Manganese (Mn)	mg/kg d	500	prCEN/TS 15411
Mercury (Hg)	mg/MJ (ar)	≤ .16	prCEN/TS 15411
Nickel (Ni)	mg/kg d	160	prCEN/TS 15411
Thallium (Tl)	mg/kg d	2	prCEN/TS 15411
Vanadium (V)	mg/kg d	25	prCEN/TS 15411

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) Form of fuel to be determined through dialogue. Examples of forms could include pellets, bales, briquettes, flakes, chips, powder or fluff based on flakes and digestate.

d) By sieving or equivalent 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 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 aluminium, ash characteristics. This specification is indicative only and will be developed further by the Authority at and prior to the dialogue stage.