

**OUTPUT SPECIFICATION**

**NORTH LONDON WASTE AUTHORITY**

**WASTE SERVICES CONTRACT**

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# **OUTPUT SPECIFICATION**

## **INTRODUCTION**

This Schedule comprises five parts<sup>1</sup>.

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

Unless expressly defined elsewhere in this Schedule, capitalised words shall have the meaning given in the Project Agreement.

References to the Waste Services Contract in this Schedule is reference to the contract to which this draft Output Specification will relate.

This Output Specification defines the requirements of the Authority in the provision of the Services under the Waste Services Contract. The Waste Services Contractor must perform the Services in accordance with all 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.

<sup>1</sup> Parts C and E are not included within this version.

## **PART A - SCOPE AND RELEVANT INFORMATION**

### **Project Objectives and Scope**

1.1 The Waste Services Contract shall include:

- a) the design, construction, commission and financing of any new Facilities required for the provision of the Services;
- b) the effective management and operation of a network of HWRCs in line with the relevant specifications within PR1-4 and provision of a convenient service and high quality experience for Authority residents to deposit appropriate Contract Waste in a responsible way;
- c) the operation and maintenance of all Facilities;
- d) the provision of at least four reception points for Contract Waste collected by the WCAs. These will be either at the Sites that the Authority has provided – listed in section 1.25 - or within 2 km of those Sites.
- e) the selection and securing of new Sites(s), where they are not provided by the Authority;
- f) the management of Contract Waste:
  - to maximise the contribution to the Authority's Municipal Waste recycling/composting target of at least 45% by 2015 and 50% by 2020;
  - to divert Contract Waste from landfill to contribute to the Authority's 75% 2020 landfill diversion target and;
  - produce Contract SRF compliant with the Fuel Specification contained within Part D;
- g) the disposal of residues and Contract Waste not able to be processed as above;
- h) responsibility for the transport of all materials from Reception Points and HWRCs between project Facilities to end uses, markets, Fuel Use Contractor(s) and/or final disposal, including delivery of Contract SRF to the Fuel Use Contractor(s)'s designated Delivery Points;
- i) ensuring that Consents, including, but not limited to, planning permission and Environmental Permits, are in place for all Sites and operations within the scope of this project;
- j) full responsibility for the outputs from all operations within the scope of this project with the exception of Contract SRF consigned to Fuel Use Contractor(s);

k) the provision of a service for the education of the local community; and

l) engagement with the third sector.

- 1.2 The fundamental objectives of the Services are to manage municipal solid waste ("MSW"): (1) in a safe, efficient and effective manner; (2) to maximise recycling, composting and reuse, minimise the amount of MSW to landfill and to produce SRF in the most efficient way possible; and (3) to minimise the impact of climate change.
- 1.3 The North London Waste Authority ("the Authority") will be procuring a separate Fuel Use Contract(s) for the use of the fuel generated through the Services. As such there is no requirement upon the Waste Services Contractor to provide an outlet for Contract SRF except under circumstances where Contract SRF is produced in excess of the contractual requirement.
- 1.4 There are a mixture of collection systems in place for Contract Waste across the seven north London Boroughs (namely Barnet, Camden, Enfield, Hackney, Haringey, Islington and Waltham Forest (the "Constituent Boroughs")) and the Authority expects bidders to provide solutions that reflect the best value solution across the whole range of systems. Contract Waste collection will remain the responsibility of each Constituent Borough.
- 1.5 The Waste Services Contractor shall Receive Dry Recyclates (Mixed Dry Recyclates and Source Separated Recyclates) and Organic Waste (Food Waste, Mixed Organic Waste and Green Waste), Contract Waste collected at kerbside or through bring banks and Process these to maximise their contribution to the Authority's various targets.
- 1.6 The Waste Services Contractor shall Receive through Reception Points Residual Waste that can be Processed within the Waste Services Contractor's Processing facilities, Contract Waste which cannot be Processed, and Contract Waste Received deposited at the network of household waste recycling centres ("HWRCs").

### **Fuel Use Contract(s)**

- 1.7 The Waste Services Contractor will not be responsible for finding an outlet for Contract SRF generated through the Waste Services Contract except under the circumstances where fuel is produced over the contractual requirements. As highlighted above, the Authority is conducting a separate procurement of services for the use of this material. The Fuel Use Contract(s) will be divided into two Sub-Lots, as detailed in the OJEU notice. Bidders for the Fuel Use Contract(s) will be able to bid for Sub-Lot A and/or Sub-Lot B.
- 1.8 The Authority may, at its discretion, award two contracts under Sub-Lot A. If only one lot 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.

[Note to bidders: The Authority believes that the separate procurement of fuel use solutions will bring forward high quality solutions for the conversion of fuel to heat/power and the use of these outputs. Due to the nature of that procurement, fuel use bidders will be required to bring forward Site(s) to support their proposals. As such, the Authority is not able to confirm the location of the SRF delivery points until the Fuel Use procurement is completed.]

## **Authority Working**

- 1.9 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 recycling and composting percentage rates to 40% by 2010, 45% by 2015 and 50% by 2020; and
  - b) a reduction of biodegradable material going to landfill, consistent with the Authority’s Landfill Allowance and so that the proportion of material that goes to landfill is reduced from 36% to 15%.
- 1.10 In furtherance of these aims, the Waste Services Contractor shall co-operate closely in all matters of mutual interest relevant to the Services and related performance standards with the Authority and all other relevant stakeholders and delivery partners including the Fuel Use Contractor(s).
- 1.11 The Waste Services Contractor and the Authority will work in partnership with the Constituent Boroughs, authorised contractors including the Fuel Use Contractor(s) and other Stakeholders to achieve the Services and the Performance Standards.

## **Period of Contract**

- 1.12 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 - 35 years.

## **Contract Waste**

- 1.13 The Waste Services Contractor will be responsible for all Municipal Waste sourced by the Authority with the exception of that stated in section 1.14 Contract Waste shall comprise:
- a) Municipal Waste collected separately for the purposes of recycling and composting;
  - b) Mixed Dry Recyclates;

- c) Source Separated Recyclates;
- d) separately collected Food Waste and Green Waste;
- e) Mixed Organic Waste;
- f) household batteries;
- g) motor oil;
- h) household bulky waste;
- i) waste electrical and electronic equipment (“WEEE”);
- j) waste for reuse;
- k) inert waste;
- l) street sweepings and gully waste;
- m) commercial/trade/market wastes;
- n) Residual Wastes (including residual Household Waste);
- o) waste for recycling and composting;
- p) waste from the HWRCs;
- q) construction and demolition wastes;
- r) clinical waste;
- s) waste delivered in accordance with Schedule 2 of the Controlled Waste Regulations 1992 and approved by the Authority Representative;
- t) waste from house clearances;
- u) co-mingled household hazardous waste;
- v) waste contaminants and residues from the Authority’s Organic Waste processing and Recyclables Processing contracts as approved by the Authority Representative;
- w) designated separately collected hazardous Household Waste with the exception of materials specifically stated above as being within the scope of Contract Waste or received at HWRCs; and
- x) other waste collected by or on behalf of the Authority from time to time as approved by the Authority Representative.

1.14 The Waste Services Contractor shall not be responsible for the management of:

- a) end of life vehicles; and
- b) any Source Separated Recyclates bulked at a Site controlled by an individual Constituent Borough or one of its contractors that it has chosen to omit from the scope of the Waste Services Contract by stated exemption.

### **Waste Quantity and Composition**

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

### **Third Party Waste**

- 1.17 The Waste Services Contractor shall be permitted to receive and manage other wastes ("Third Party Waste") subject to the consent of the Authority Representative and subject to any profit share provisions in the Project Agreement.
- 1.18 At all times the Receipt and Processing of Third Party Waste by the Waste Services Contractor shall not be at the expense or inconvenience of the Authority. Contract Waste shall be managed in priority to Third Party Waste, with the Authority having first refusal on any spare Reception and/or Processing capacity.



## **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 Waste Services Contract, the Waste Services Contractor shall comply with the Works, Commissioning, Services and Handback Requirements in accordance with the Performance Standards set out in PR1 to PR4 of this Output Specification.

Sections of the Performance Requirements set out in Part B of this Schedule are subject to the Performance Measurement Framework regime set out in Part C of this Output Specification.

## **PR 1 WORKS REQUIREMENTS**

### **General**

- 1.19 The Waste Services Contractor shall design and construct the Facilities and any necessary Works in accordance with the relevant Method Statement to meet the requirements of this Output Specification.
- 1.20 The Waste Services Contractor shall provide Works appropriate for it to Receive all Contract Waste and to Process such Contract Waste to meet this Output Specification.

### **Consents and Permits**

- 1.21 The Waste Services Contractor shall be responsible for obtaining all of the Consents associated with any Site(s), 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.

### **Waste Handling Requirements**

- 1.22 The Waste Services Contractor shall provide Works that shall be suitable and efficient for all vehicles bringing Contract Waste to the Facilities and vehicle egress from the Facilities. The vehicle type and design of the discharge arrangements may change during the Contract Period and therefore the Facilities shall be flexible and capable of accepting or be readily adaptable to accept a wide range of vehicles. The indicative minimum is that, all Facilities with the exception of HWRCs shall be capable of accepting all vehicles up to and including vehicles with an overall length of up to 20m, overall width of up to 2.75 m, kerb to kerb turning radius of 10m, and a tipping height of up to 6m.
- 1.23 The Works shall be designed and constructed to ensure that all Contract Waste Receipt and Processing takes place in enclosed buildings, and that all product storage takes place within enclosed containers if stored outside.
- 1.24 The Works shall be designed and operated to enable vehicles to achieve a turnaround time, from arriving at the Facilities (including for the avoidance of doubt, entering the Site(s), being weighed, being monitored and discharging the Contract Waste) to leaving the Site(s), of [20]<sup>2</sup> minutes.
- 1.25 A minimum of four Reception Points for vehicles delivering Contract Waste shall be provided at the following Sites or at other suitable Sites that have appropriate access from the main road network within 2km of the Sites listed:

<sup>2</sup> Subject to Authority confirmation at ISOS.

Site Name	Location within Authority Area	Postcode / Grid Reference
Edmonton	London Borough of Enfield	N18 3AG / 535768, 192648
Pinkham Way	London Borough of Haringey	528606,191362
Hendon Waste Treatment Facility (existing or new)	London Borough of Barnet	NW2 6LJ / 522986, 186889
Hornsey Street Waste Transfer Facility (existing facility)	London Borough of Islington	N7 8HU / 530689, 185100

- 1.26 The Works shall be designed and constructed to include sufficient storage capacity to run the Services for 5 Calendar Days in accordance with industry best practice (including at each stage of processes involving multiple stages) and to ensure that there are no interruptions to the Services.
- 1.27 The Works shall include equipment capable of monitoring, weighing and electronically recording each load and vehicle bringing Contract Waste and any Third Party Waste to the Site(s) and each load and vehicle removing Contract Waste and/or products and/or residues of treatment from the Site(s). The information to be recorded shall as a minimum be that required by the Waste Services Contractor for the purpose of meeting their obligations under the Waste Services Contract.
- 1.28 The Works shall be designed and constructed to include all necessary material handling equipment to facilitate storage, management and removal of all Contract Waste from the Site(s) and in accordance with the relevant Method Statements.

### Minimum Works Requirements

- 1.29 As a minimum, the Works shall meet the Works Quality Standards included in Appendix A of this Part of this Schedule.
- 1.30 The Waste Services Contractor 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 Executive Guidance notes;

- c) the NLJWS;
- d) requirements of the utilities companies;
- e) Building Research Establishment Digest Recommendations;
- f) fire safety requirements in agreement with the fire authority;
- g) relevant Environmental Agency Guidance notes, Consents and authorisations;
- h) the WRAP Construction Commitment;
- i) relevant Site acquisition agreements, demolition protocols and/or remediation protocols for individual Sites;
- j) the Civil Engineering Environmental Quality Assessment and Award Scheme; and
- k) [BREEAM “very good” rating].

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

### **Civil and Building Works Specification**

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

### **Mechanical and Electrical Specifications**

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

### **Design Requirements**

- 1.34 The Waste Services Contractor shall use reasonable endeavours to utilise methods and materials in the design, construction and operation of the facilities which are sustainable and cover aspects such as energy efficiency, renewable energy, recycled content, and water management.

- 1.35 In developing the Sites the Waste Services Contractor will adhere to the relevant design guidance produced by either the Authority or Local Planning Authority.
- 1.36 If developing any other site, the Waste Services Contractor must demonstrate not only that the specific technical requirements of relevant bodies have been met or exceeded, but that the historic, cultural and environmental context of the sites are reflected in the designs. Alongside this, functionality in use, flexibility, build quality, impact, efficiency, sustainability, good use of the site and aesthetic quality are all key considerations. The design of the Works shall incorporate input from environmental assessments, a written response from CABE, and the Authority Design Champion, along with an appropriate justifiable response to any recommendations by the Waste Services Contractor. 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 Facilities.

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

### **Employee Specifications**

- 1.37 The Waste Services Contractor shall ensure that all persons employed in connection with the construction of the Works are suitably skilled and experienced in their several professions and trades or adequately supervised.
- 1.38 The Waste Services Contractor shall ensure that all aspects of the Works are supervised by sufficient numbers of persons who have adequate knowledge for the satisfactory and safe performance of the Works in accordance with the Waste Services Contract and with regard to the activities which are carried out at the relevant Site(s) and to the nature of persons occupying the relevant Site(s).
- 1.39 The Waste Services Contractor shall in respect of the Works implement an employment and skills plan ("ESP") which should include project specific targets for local new entrants skills development and existing workforce skill development.

### **Existing Structures and Infrastructures**

- 1.40 The Waste Services Contractor shall be responsible for identifying and undertaking all enabling Works necessary to ensure the Site(s) is suitable for the development of the Works and operation of Services.
- 1.41 The Works shall be designed and constructed to include all necessary infrastructure and utility services required to meet the requirements of this Output Specification including but not limited to their connection, security of supply and capacity.

- 1.42 The Waste Services Contractor shall carry out all demolition of existing structures and make safe redundant infrastructure on the Site(s) in accordance with BS6187:2000 (Code of Practice for Demolition).
- 1.43 The Waste Services Contractor shall be responsible for undertaking remediation or removal of any contaminated waste, material or land in line with any agreed remediation protocols and acquisition agreements for individual Sites.
- 1.44 The Waste Services Contractor shall carry out any protection and diversion works associated with any existing infrastructures located on the Site(s) required for the construction of the Works and ensure continuity of utility supplies to any Adjoining Property(ies) 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.
- 1.45 The Waste Services Contractor shall ensure that adequate retaining walls and/or support to excavated faces are provided to support any Adjoining Property(ies) during the carrying out of the Works.
- 1.46 The Waste Services Contractor shall ensure the Site(s) (and any Works carried out outside the Site(s)) is safe and secure throughout the period up to the Readiness Date and shall ensure no unauthorised access to the Site(s).
- 1.47 The Works shall be suitably housed and protected such that Contract Waste 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**

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

## **Authority interface**

- 1.52 The Contractor shall provide a CCTV system to view the following parts of each Facilities 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;
  - c) the weighbridge(s); and
  - d) the Waste acceptance area(s).
- 1.53 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.
- 1.54 The Contractor shall provide a room within one of the Facilities suitable for use as a meeting room for 6 people, that can also be used by the Authority.

[Note to bidders: Where Constituent Borough owned sites are utilised then the Authority may also seek to dialogue on the provision of office space solely for Authority use, and the Authority Requirements will then be tailored accordingly.]

## **Visitor Centre<sup>3</sup>**

- 1.55 The Waste Services Contractor shall design and construct a Visitor Centre within each Site, that shall:
- e) have one primary entranceway arranged such that visitors can be regulated, monitored and access controlled;
  - f) be suitable to accommodate groups (including seating) of up to [insert number]<sup>4</sup> persons, including school children;
  - g) contain an appropriate number of toilet facilities and at least one toilet facility that is suitable for use by a disabled person;
  - h) contain a safe and secure viewing gallery over part of the Facility;
  - i) include a lecture area equipped with audio-visual aids (including a projector, screen and public address system); and

<sup>3</sup> Authority will set out requirements for each site at ISOS.

<sup>4</sup> Subject to the Authority confirmation at ISOS.

- j) be supplied with the furniture and fittings as are necessary to provide the functions in (a) to (e) above.
- 1.56 The Waste Services Contractor shall ensure the Visitor Centre has a heating system that is capable of maintaining the lecture area at or above the minimum heated temperatures of [18]<sup>5</sup> degrees Celsius when visitors are in attendance.
- 1.57 The Waste Services Contractor shall ensure the Visitor Centre has mechanical or natural ventilation (as appropriate) that meets an appropriate industry standard.
- 1.58 The Waste Services Contractor shall ensure that water supplies fed from storage tanks (not designed for potable water provision) shall be clearly labelled as “not drinking water” and shall not be located in areas where unsupervised visitors have access.
- 1.59 The Waste Services Contractor shall ensure that the Visitor Centre has sufficient parking space to enable up to [10]<sup>6</sup> cars or up to [2]<sup>7</sup> buses to park within the boundaries of the Facilities.

### **Environmental Consideration and Nuisance Control**

- 1.60 The Waste Services Contractor shall minimise nuisance and environmental impact during construction and shall design and construct the Works so as to minimise nuisance and environmental impact including but not limited to the impact of:
- a) emissions;
  - b) odour;
  - c) traffic;
  - d) light;
  - e) noise;
  - f) vermin and other pests;
  - g) litter;
  - h) flies; and
  - i) dust;

<sup>5</sup> Subject to Authority confirmation at ISOS.

<sup>6</sup> To be confirmed by the Authority at ISOS.

<sup>7</sup> To be confirmed by the Authority at ISOS.



- 1.61 The Waste Services Contractor shall ensure that all construction vehicles leaving the Site(s) are adequately cleaned to prevent the deposit of waste material and debris on any Adjoining Property(ies) or highway. If such material or debris is so deposited the Waste Services Contractor shall employ such measures as shall be necessary to remove the material and debris and to clean and reinstate such Adjoining Property(ies) and or highway to the reasonable satisfaction of the owners or occupiers. This, as a minimum, should be in line with the requirements of section 9 of the Code of Practice to the Environmental Protection Act 1990 on litter and refuse in relation to cleanliness and timescales for areas with a medium intensity of use.

## **Construction Waste Management**

- 1.62 The Waste Services Contractor shall in respect of the works:
- a) implement a Site Waste Management Plan throughout the design and construction period in compliance with the Site Waste Management Plans Regulations 2008, but also include in such plan, 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](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]<sup>8</sup>% and at least a minimum of 80% of construction and demolition materials; and
  - d) ensure that up to [X]<sup>9</sup>% 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.
- 1.63 Before starting on Site, the Waste Services Contractor shall submit to the Authority a copy of the Site Waste Management Plan, identifying the actions to be taken to reduce waste, increase the level of recovery and increase reused and recycled content, and quantifying the resulting changes. The Contractor shall forecast waste quantities and reused and recycled content from an early design stage using an assessment methodology agreed with the Authority [for instance by using Wrap's Net Waste Tool - <http://nwtool.wrap.org.uk/>].

<sup>8</sup> This will be a bid back item.

<sup>9</sup> This will be a bid back item.

- 1.64 On completion of the Works, the Contractor 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 Programme**

- 1.65 The Waste Services Contractor shall develop and maintain a detailed Works Programme covering all elements of the Works and based on the outline Works Programme included in the relevant Method Statement.
- 1.66 The Waste Services Contractor 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.
- 1.67 The Waste Services Contractor shall carry out the Works in accordance with the Works Programme.

### **Works Phase Reporting**

- 1.68 The Waste Services Contractor shall submit to the Authority within 5 Business Days following the end of each month throughout the construction period, a monthly Works progress report (the “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 Services Commencement Date; and
  - 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**

- 1.69 The Waste Services Contractor shall provide the Authority, a set of computer-aided design ("CAD") As-Built Drawings on the earlier of the date falling 20 Business Days after the date they become available to the Waste Services Contractor or within 3 months after the date of issue of the Readiness Test Certificate in respect of the Facilities. These drawings shall be compatible with a format acceptable to the Authority and be capable of being edited and used by the Authority.
- 1.70 The Waste Services Contractor shall promptly update the As-Built Drawings supplied to the Authority to reflect any changes from time to time and promptly provide a set of such amended As-Built Drawings to the Authority within 20 Business Days after the date that they became available to the Waste Services Contractor.

## **Health and Safety**

- 1.71 The Waste Services Contractor 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**

- 1.72 The Waste Services Contractor shall identify and incorporate in the Works a robust fire strategy (which incorporates the output from a detailed fire assessment undertaken by a suitably qualified practitioner) to minimise both the cause of fire occurring and the subsequent impact of any fire.
- 1.73 The fire strategy and related fire design shall be submitted by the Waste Services Contractor to the Authority.

## **Quality Management System**

- 1.74 The Waste Services Contractor shall implement a quality management system (the "Quality Management System") that is compliant with ISO9001 or equal throughout the construction period. The Quality Management System

introduced shall be to an appropriate recognised standard for waste management facilities, for design, construction and commissioning of new facilities and shall be in place before construction of the new Facilities commence.

1.75 The Waste Services Contractor shall appoint a quality manager who shall in respect of the Works:

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

### **Environmental Management System**

1.76 The Waste Services Contractor shall implement an environmental management system (the "Environmental Management System") in compliance with ISO14001 or equal at all times throughout the construction period.

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

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

- e) liaise with the Authority on all matters relating to environmental management.

## **Communications and Public Relations**

- 1.78 The Waste Services Contractor shall put in place and operate throughout the period up to the Full Service Commencement, a communication strategy which:
  - a) identifies those likely to be affected by the Works and other key stakeholder groups with concerns that may be critical to the success of the Project; and
  - b) identifies likely concerns and sets out how best to engage with each individual stakeholder group.
- 1.79 The Waste Services Contractor shall takes 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.
- 1.80 The Waste Services Contractor 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 jointly appoint an Independent Certifier whose contract shall be entered simultaneously with the Waste Services Contract.
- 2.2 The Waste Services Contractor shall submit to the Authority the Commissioning Plan for the Facilities based on an Outline Commissioning Plan in the relevant Method Statement as a minimum 6 Contract Months prior to the Planned Readiness Date.
- 2.3 The Commissioning Plan shall include but not be limited to the Waste Service Contractor's proposals for:
  - a) cold commissioning of individual equipment and facilities;
  - b) the process to achieve the Readiness Tests;
  - c) hot commissioning of the Works including the incremental acceptance, processing and treatment of Contract Waste; and
  - d) the Acceptance Tests.
- 2.4 The Commissioning Plan shall be no less onerous than that included in the Outline Commissioning Plan and should be sufficient to ensure independent verification that each element of the Equipment and Facilities work in accordance with this specification.
- 2.5 The Waste Services Contractor shall carry out the commissioning in accordance with the agreed 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 Waste Services Contractor in accordance with the Waste Services Contract.
- 2.6 The Waste Services Contractor shall prior to carrying out the Readiness Tests, carry out cold commissioning of the Works to demonstrate that the design construction installation and plant performance:
  - a) comply with 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; and
  - d) are fit for their intended purpose; and

- e) are capable of meeting the requirements of this Output Specification.
- 2.7 The Independent Certifier shall satisfy himself that the testing Readiness Tests have been satisfactorily completed prior to issuing the Readiness Test Certificates.
- 2.8 After the issuance of the Readiness Test Certificates, the Waste Services Contractor shall carry out hot commissioning of the Works to demonstrate that their design, construction, installation and plant performance:
- a) comply with health and safety 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;
  - b) comply with manufacturers requirements;
  - c) are suitable for integration within the Works;
  - d) are fit for their intended purpose; and
  - e) the requirements of this Output Specification.
- 2.9 The Independent Certifier shall satisfy himself that the Acceptance Tests have been satisfactorily completed prior to issuing the Acceptance Test Certificates.

### **Commissioning Phase Reporting**

- 2.10 The Waste Services Contractor shall submit to the Authority within 5 Business Days following the end of each Contract Month during the Commissioning Phase, a Monthly Commissioning Progress Report covering all the commissioning and testing activities carried out in the preceding Contract Month. The Monthly Commissioning Progress Report shall include as a minimum a description of the following:
- a) assessment of actual progress by comparison to the submitted Commissioning Programme;
  - b) summary of the commissioning tasks in the following monthly period; and
  - c) details of any commissioning works that may result in a delay to the delivery of a fully operational and commissioned Facility and the Waste Services Contractor's proposal for minimising the impact of such delays.

### **Mechanical and Electrical Specifications**

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

### **Quality Management System**

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

### **Environmental Management System**

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

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## **PR 3 SERVICE REQUIREMENTS**

### **PR 3.1 SERVICE REQUIREMENTS PER SERVICE AREA**

#### **Materials Recycling Service<sup>10</sup>**

- 3.1 The Waste Services Contractor shall Receive and further Process as necessary, bulk up and transfer to markets for Recycling, the Mixed Dry Recyclates arising from the Constituent Boroughs' kerbside recycling services and bring schemes.
- 3.2 The Waste Services Contractor shall manage the range and mixes of collected materials set out in the Collection Services Input Specification<sup>11</sup>.
- 3.3 The Waste Services Contractor shall accept all such loads of Mixed Dry Recyclates and Source Separated Recyclates which are delivered with Contamination Rates at or below those stated in Table 3-2 and in accordance with the Waste Acceptance Criteria. Loads which do not achieve the Waste Acceptance Criteria shall be stored in a designated area at the Site(s) to avoid contamination of other incoming loads and shall be managed by the Contractor.
- 3.4 If the Waste Services Contractor can prove by way of reasonable evidence that the input contamination rate is higher than those stated in Table 3-2, and the Waste Services Contractor is willing to continue Processing the material and does in fact Process such material, then a revised Maximum Processing Efficiency will be agreed between the Parties.
- 3.5 The Waste Services Contractor shall meet the Maximum Processing Efficiencies for the Materials Recycling Service stated in Table 3-2<sup>12</sup>, inclusive of Constituent Borough delivered contaminants as per paragraph 3.3 above. The Waste Services Contractor shall bear the Authority's or Waste Services Contractor's costs incurred in managing the disposal of rejects due to inefficiency of the Materials Recycling Service outside the Maximum Processing Efficiency.

#### **Organic Waste Services**

- 3.6 From the Full Service Commencement, the Waste Services Contractor shall Receive and further segregate and Process as necessary, the Food Waste, Mixed Organic Waste and Green Waste arising from the Constituent Boroughs' kerbside and grounds maintenance services, and from HWRC Services.

<sup>10</sup> The Authority will novate existing MRF contracts to the successful contractor. Details to be provided at ISOS.

<sup>11</sup> To be provided at ISOS.

<sup>12</sup> This will be a bid-back item.

- 3.7 The Waste Services Contractor shall manage the collected Organic Wastes in the form set out in the Collection Services Input Specification<sup>13</sup>.
- 3.8 The Waste Services Contractor shall provide all vehicles delivering Organic Waste with access to appropriately designed and operated wash-down facilities. Washwater should be recirculated where quality permits.
- 3.9 The Waste Services Contractor shall Receive all such loads of Organic Waste which are delivered with Contamination Rates at or below those stated in Table 3-3 and in accordance with the Waste Acceptance Criteria. Loads which do not achieve the Waste Acceptance Criteria shall be stored in a designated area at the Site(s) to avoid contamination of other incoming loads, and shall be managed by the Contractor.
- 3.10 If the Waste Services Contractor can prove by way of reasonable evidence that the input contamination rate is higher than those stated in Table 3-3, and the Waste Services Contractor is willing to continue Processing the material and does in fact Process such material, then a revised Maximum Processing Efficiency will be agreed between the Parties.
- 3.11 The Waste Services Contractor shall meet the Maximum Reject Rates for the Organic Waste Services stated in Table 3-3<sup>14</sup>, inclusive of Constituent Borough delivered contaminants as per paragraph 3.9 above. The Waste Services Contractor shall bear the Authority's or Waste Services Contractor's costs incurred in managing the disposal of rejects due to inefficiency of the Organic Waste Services outside the Maximum Processing Efficiency.
- 3.12 The Waste Services Contractor shall ensure that the Composting of Contract Waste shall result in usable and beneficial products that can be marketed as compost, with only Processing rejects being disposed to Landfill.
- 3.13 The Processing of Organic Waste shall produce a Compost product that meets the quality standards set out in BSI PAS 100 (or European equivalent, or the Environment Agency Compost Quality Protocol).
- 3.14 Where anaerobic digestion processes are used for Processing Organic Waste, the Waste Services Contractor shall ensure that the digestate, separated liquor and separated fibre intended for market offtake meets the quality standards set out in BSI PAS 110 (or European equivalent).
- 3.15 The Waste Services Contractor shall operate the Services in such a way that:
- a) Processed material is not contaminated by material which has not been Processed or partially Processed material or liquids arising from it; and

<sup>13</sup> The Authority will novate existing MRF contract to the successful contractor. Details to be provided at ISOS.

<sup>14</sup> This will be a bid back item.

- b) partially Processed material is not contaminated by material which has not been Processed to the same extent or liquids arising from it, except that liquids arising from the materials may be utilised to aid the Composting Process of any materials that have not completed Composting.

- 3.16 The Processing of Food Waste shall meet the requirements of the animal by-products regulations 2005, with particular reference being paid to Schedule 1, Part II 'Treatment systems and parameters for catering waste'. The relevant Facilities for the Processing of Food Waste shall possess the necessary approvals from the State Veterinary Service ("SVS") and the Waste Services Contractor will provide all necessary related evidence to the Authority.

### **Residual Waste Service**

- 3.17 The Waste Services Contractor shall provide Services for the Processing of Residual Waste to contribute towards the diversion of Biodegradable Municipal Waste in accordance with the Diversion Targets in Tables 3-1, 3-4 and 3-5.
- 3.18 The Waste Services Contractor shall meet the Target Processing Efficiencies for the Residual Waste Services. The Waste Services Contractor will be responsible for the Authority's or Waste Services Contractor's costs incurred in managing the disposal of materials due to inefficiency of the Facilities' Processes outside this rate.

### **Reception, Transfer and Transport Service<sup>15</sup>**

#### **General Provisions**

- 3.19 The Waste Services Contractor shall Receive all Contract Waste in accordance with the Waste Acceptance Procedure. Contract Waste once accepted at the Reception Site(s) shall be deemed to be in the ownership of the Waste Services Contractor.
- 3.20 The Waste Services Contractor shall operate all Contract Waste reception and transfer Facilities and undertake loading of outgoing haulage vehicles for all Contract Waste, Process Residues and rejects.
- 3.21 The Waste Services Contractor shall provide and maintain sufficient storage space for incoming Contract Waste and Process outputs prior to transfer off-site, subject to Consents.

#### **Contract SRF Testing**

- 3.22 The Waste Services Contractor shall be responsible for the sampling and testing of Contract SRF. Anything above the agreed requirement will be the responsibility of the Fuel Use Contractor(s).

<sup>15</sup> The Authority will novate existing HWRC transport contract to the successful contractor. Details to be provided at ISOS.

- 3.23 Should the Fuel Use Contractor(s) require an increase in the frequency of Testing above the suggested minimum, they would be required to demonstrate the value of such testing to the Authority and would be required to absorb the cost of the additional testing.
- 3.24 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 significant deviation from the agreed Fuel Specification.

### Reception Points<sup>16</sup>

- 3.25 The Waste Services Contractor shall operate the network of Reception Points throughout the Contract Period for the reception of all Contract Waste.
- 3.26 The Waste Services Contractor shall Receive Contract Waste delivered by an Authorised Vehicle during the Opening Hours specified for each of the Reception Points below.

	Reception Point	Normal Weekday Hours	Weekend Hours	Bank Holiday Hours	First Saturday Following Bank Holiday Hours
1	Hendon or replacement site	06:15-19:00	06:15-12:00	Closed	06:15-18:00
2	Hornsey St or replacement site	06:00-00:00	08:30-00:00	08:30-00:00	08:30-00:00
3	Pinkham way or replacement site	06:00-00:00	08:30-00:00	08:30-00:00	08:30-00:00
4	Edmonton				
4a	Edmonton (Energy Centre)	06:00-06:00	06:00-13:00 (Closed on Sundays)	Closed or subject to prior agreement	06:00-13:00
4b	Edmonton (Fuel Preparation Plant)	24 hours and 7 days a week	24 hours and 7 days a week	24 hours and 7 days a week	24 hours and 7 days a week
4c	Edmonton (Bulky Waste Recycling Facility)	08:00-18:00	08:00-13:00 (Closed on Sundays)	Closed or subject to prior agreement	08:00-13:00
4d	Edmonton	07:00-17:00	08:00-13:00	Closed or	08:00-13:00

<sup>16</sup> Opening hours subject to confirmation at ISOS.

	<b>(In-Vessel Compost)</b>		(Closed on Sundays)	subject to prior agreement	
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- 3.27 In the event that new Reception Points are built at Edmonton, the Waste Services Contractor shall use reasonable endeavours to seek planning permission such that the Reception Points are open 24 hours a day and seven days a week.
- 3.28 Subject to planning and permitting conditions, the Waste Services Contractor shall Receive Contract Waste outside the Opening Hours where requested by the Authority provided always that such requests are consistent with all Consents, and that the Authority has provided [4]<sup>17</sup> hours notice of the requirement for the delivery of Contract Waste outside the Opening Hours.
- 3.29 The Waste Services Contractor shall take full account of variable Contract Waste delivery patterns that can arise, particularly after public and bank holidays. The Waste Services Contractor shall determine the likely extent of abnormal Contract Waste delivery patterns and make due allowance for them while preserving the standards that apply to 'normal' Contract Waste delivery periods.
- 3.30 The Waste Services Contractor shall maintain a close liaison between the appropriate levels of management of the Waste Services Contractor and the Authority in relation to day to day Contract Waste reception.

### **Vehicle Management**

- 3.31 The Waste Services Contractor shall implement a Vehicle Acceptance Procedure for the Processing of Authorised vehicles, vehicles carrying Third Party Waste and the management of vehicles not previously notified in advance to the Waste Services Contractor as an Authorised Vehicle or without the correct written or electronic authorisation.
- 3.32 No Contract Waste delivered by the Constituent Boroughs or Authority Related Party to one of the agreed Reception Points shall be redirected to other destinations unless it is to a Facility that has been previously nominated as a Contingency Reception Point.
- 3.33 By reference to an Automatic Number Plate Recognition ("ANPR") system located on the Site(s) entrance and integrated with the weighing facilities, the Waste Services Contractor shall ensure:
- a) at least [ ]<sup>18</sup> vehicles per hour delivering Contract Waste are able to enter the Site(s), be weighed, monitored, discharge their Contract Waste and leave the Site(s); and

<sup>17</sup> To be confirmed by the Authority at ISOS.

<sup>18</sup> Subject to confirmation by the Authority at ISOS.

- b) a maximum turnaround time per vehicle delivering Contract Waste from entering a Site, be weighed, monitored, discharge and leave the Site of [20]<sup>19</sup> minutes.

3.34 The Waste Services Contractor shall provide such assistance as is reasonably required to assist in the unloading of Contract Waste commensurate with the design and operation of the Facilities and as specified within the relevant Method Statements, and as a minimum within [X]<sup>20</sup> minutes of a request from a delivery vehicle operative.

## **Weighbridges**

3.35 The Contractor shall utilise a computerised card entry system and data handling system which shall be electronically linked to the weighbridge, and shall report the weights, sources and types of Contract Waste and any Third Party Waste delivered without the need for manual input.

3.36 The Waste Services Contractor shall inspect, monitor, weigh and electronically record and sample (in accordance with the agreed procedure), in relation to each Contract Waste and Third Party Waste load and vehicle entering or exiting the Site(s), information required for the purpose of meeting their obligation under the Contract and in support of the Authority's statutory reporting requirements including but not limited to:

- a) date;
- b) description of waste;
- c) waste sampling (including cataloguing and chemical analysis);
- d) gross and net weights;
- e) disposal contractor number;
- f) registered Contract Waste/Third Party Waste carrier number;
- g) source/destination of wastes/product/residue;
- h) time of arrival/departure; and
- i) vehicle registration number.

3.37 In the event of breakdown of a weighbridge installation, a manual auditable recording system shall immediately be implemented and maintained in

<sup>19</sup> Subject to Authority confirmation at ISOS.

<sup>20</sup> Subject to Authority confirmation at ISOS.

operation, and the weighbridge shall be reinstated within 3 Business Days, or other period as may be agreed with the Authorised Officer.

- 3.38 Weighbridges shall be calibrated in accordance with the requirements of Trading Standards.
- 3.39 The Waste Services Contractor shall issue a copy of the weighbridge ticket to each vehicle which transports Contract Waste or Third Party Waste and residues to or from any of the Facilities and/or Site(s) and shall keep copies of such tickets for a period of 7 years.

### **Waste Transport**

- 3.40 Contract Waste, products and residues shall only be transported in enclosed containers or on netted / sheeted vehicles.
- 3.41 The Waste Services Contractor shall take all reasonable measures in a manner consistent with Good Industry Practice and Legal Requirements, to ensure safe and sustainable transport of materials. This could include the transport of materials to landfill by rail and or water and the transport of Contract SRF by rail and or water.
- 3.42 The Waste Services Contractor shall prepare, maintain and comply with a Transport Plan to address all activities involving the Waste Services Contractor's vehicle fleet and associated traffic management arrangements (including signage) to and from Sites, including agreed transport routes.
- 3.43 The Waste Services Contractor shall take All Reasonable Endeavours to reduce variable Contract SRF delivery patterns, to the Fuel Use Contractor(s), that can arise, particularly after public and bank holidays. The Waste Services Contractor shall maintain a close liaison between the appropriate levels of management of the Waste Services Contractor and the Authority in relation to day-to-day Contract SRF delivery.

### **Household Waste Recycling Centres (HWRCs) Requirements**

- 3.44 The following objectives shall apply to the operation of HWRCs by the Waste Services Contractor:
  - a) the maintenance and operation of the network of HWRCs in such a way as to provide the most convenient and attractive service as possible for the residents of north London to deposit Contract Waste;
  - b) the prevention of the unauthorised deposition of Commercial Waste unless agreed by the Authority;
  - c) engagement with the third sector to practically maximise the re-use of Contract Waste by community reuse schemes through the provision of appropriate covered areas for the segregation and storage of these items

whilst awaiting collection, appropriate access to the Site(s), and incentives to promote such undertakings;

- d) increase the combined household recycling, composting and reuse rate of all Site(s) to at least [65%]<sup>21</sup> by 2016;
- e) continually review the range of materials that could be segregated, with a view to improving the range of materials able to be segregated for recycling, composting and reuse at all HWRCs;
- f) improve the visitor experience at each HWRC, including delivering a consistent service across the HWRCs, providing a safe and pleasant environment and a high standard of customer care;
- g) forming an effective interface with the public, community and voluntary based organisations including consultation, user feedback, complaints, education, promotion of waste minimisation, re-use and recycling initiatives; and
- h) minimising the time service users spend at the HWRCs, including time spent queuing both to gain entrance to, and within the HWRCs.

## **HWRC locations**

3.45 The Services will be operated from the existing 9 HWRCs:

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

3.46 The Authority considers the current HWRC infrastructure to be deficient in a number of locations to meet the stretching recycling and composting targets it has set within the North London Joint Waste Strategy. As such the following

<sup>21</sup> Subject to Authority confirmation at ISOS.



strategy is proposed for the development of the infrastructure that will be the responsibility of the Waste Services Contractor:

- a) new Site in the north-west area to provide 10,000 tpa capacity from 2012;
- b) new Site in the south-west of the area to provide 3,500 tpa capacity from 2015;
- c) new Site in the west of the area to provide 3,500 tpa capacity from 2016;
- d) closure of the 3,500 tpa capacity Hornsey High Street, Haringey and replacement with a new facility in the local area with an equivalent capacity from 2013;
- e) closure of the 6,000 tpa capacity at Park View Road, Haringey and replacement with the Marsh Lane Site to provide 10,000 tpa capacity from 2013. The Marsh Lane Site is identified as a potential waste management Site in the North London Waste Plan Preferred Options; and
- f) Refurbishment of the existing South Access Road and Kings Road Sites in Waltham Forest in 2012.

[Note to bidders: These works are profiled to take place between 2013 and 2016. However, ideally, some Site development would take place ahead of 2013 and as such it reserves the right to progress the work in advance of the Waste Services Contract.]

### **HWRC targets**

3.47 The Waste Services Contractor shall provide HWRC Services that meet the efficiency targets in Tables 3-6.

3.48 The Waste Services Contractor will achieve the following service targets:

- a) a combined recycling, composting and reuse rate of at least [65%]<sup>22</sup> overall by 2016; and
- b) a minimum average of [50%]<sup>23</sup> of surveyed users reporting the Site(s) customer service to be 'very good' or 'excellent' in any given Contract Year.

### **HWRC Opening Hours<sup>24</sup>**

3.49 The Waste Services Contractor shall use All Reasonable Endeavours to ensure that HWRCs are open every day except 25 and 26 December and 1 January, and retain the same operational hours as before Commencement Date, with comparable opening hours for replacement or new HWRC Sites.

<sup>22</sup> Subject to Authority confirmation at ISOS.

<sup>23</sup> Subject to Authority confirmation at ISOS.

<sup>24</sup> Opening hours of new HWRCs is subject to Authority confirmation at ISOS.

## HWRC Contract Waste Segregation<sup>25</sup>

3.50 As a minimum, the Waste Services Contractor shall provide for the segregation of the following materials at each HWRC:

- a) paper;
- b) card;
- c) cans;
- d) tetrapaks;
- e) Green waste;
- f) wood;
- g) glass;
- h) metal (ferrous and non-ferrous);
- i) plastic bottles;
- j) plastic film;
- k) DIY waste;
- l) rubble/inerts;
- m) soil;
- n) WEEE (all grades A to E);
- o) ELFFs (fridges and freezers);
- p) textiles;
- q) engine oil;
- r) cooking oil;
- s) household batteries;
- t) car batteries;
- u) furniture for reuse;
- v) paint;
- w) tyres;

<sup>25</sup> Subject to Authority confirmation at ISOS.

- x) bicycles;
  - y) gas bottles;
  - z) bonded asbestos;
  - aa) household chemicals and other hazardous waste arising as Household Waste and Residual Contract Waste; and
  - bb) gypsum.
- 3.51 The Waste Services Contractor shall register all HWRCs and other appropriate facilities as Designated Collection Facilities (“DCFs”) of WEEE.

### **Commercial Waste**

- 3.52 Subject to paragraph 3.54 below, the Contractor shall receive at each HWRC only Contract Waste delivered directly by members of the public except where otherwise expressly permitted in writing by the Authority Representative and agreed by the Contractor.
- 3.53 The Contractor shall implement, and operate the Authority’s current HWRC Permit System during Opening Hours to exclude the deposit of Waste by commercial operators at the HWRC network unless otherwise requested in writing by the Authority as an Authority Change and agreed by the Contractor.

### **HWRC Container Standards**

- 3.54 The Waste Services Contractor shall provide at each HWRC sufficient receptacles for the reception of segregated reusable, recyclable, compostable materials, Hazardous Waste, other recoverable material and for Residual Contract Waste, as set out in the Contractor’s Delivery Plan.
- 3.55 The Waste Services Contractor shall ensure that all HWRC containers are branded in accordance with the Branding Strategy and are maintained to the Container Condition Standard<sup>26</sup>.

### **HWRC Site Users**

- 3.56 The Waste Services Contractor shall provide a complaints box available for use by Site Users.
- 3.57 The Waste Services Contractor shall ensure that HWRC Personnel provide assistance where required for Site Users to deposit Contract Waste.
- 3.58 The Waste Services Contractor shall provide equal access to and use of HWRCs to all members of the public in compliance with Legislation, Consents,

<sup>26</sup> To be confirmed by the Authority at ISOS.

Authority Policies and Good Industry Practice. The Contractor shall provide assisted services to persons with disabilities when required or as necessary.

### **Adverse Weather at HWRC**

- 3.59 The Waste Services Contractor shall use reasonable endeavours to keep each HWRC open during adverse weather conditions.

### **HWRC Satisfaction Surveys<sup>27</sup>**

- 3.60 The Waste Services Contractor shall undertake quarterly surveying of HWRC Site Users satisfaction with the HWRC Service. The results and proposed actions arising from each such survey shall be reported to Authority within 20 Business Days of the survey date.

### **HWRC Site Counters**

- 3.61 The Waste Services Contractor shall provide automated counters to enable accurate monitoring of the total number of vehicles using each HWRC Site during each hour of the HWRC Site normal operating hours.

### **HWRC Information Boards**

- 3.62 The Waste Services Contractor shall provide information boards, at each HWRC which advertise, as a minimum, the materials that can be separated and the recycling rate at that HWRC in the previous Contract Month. The information boards shall be updated monthly as appropriate. The boards shall also clearly set out how comments from the public and other stakeholders may be received and details of any Advisory Panel associated with that HWRC.

### **HWRC Signage**

- 3.63 The Waste Services Contractor shall ensure that signage is correctly utilised at each HWRC to optimise segregation of Contract Waste, traffic flow, minimise queues and address health and safety. These measures are to be maintained by the Contractor for each HWRC Service. All signs shall be of a common design across the HWRC network as set out in the SDP and approved by the Authority.
- 3.64 The Waste Services Contractor shall ensure that all sign layout and sign design, including temporary signage, is designed, manufactured and installed in accordance with the requirements of the SDP. All receptacles/containers should be clearly identified with bold signage (WRAP, or equivalent) to a recognised standard approved by the Authority and are marked in accordance with the Branding Strategy. The format of all signage shall be agreed between the Authority and the Contractor before use, such agreement shall not be unreasonably withheld.

<sup>27</sup> Subject to confirmation by the Authority at ISOS.

- 3.65 Signage shall be clearly visible to all users of the HWRCs and be maintained in a clean and serviceable condition free from corrosion and visible deterioration.

### **HWRC Traffic Management**

- 3.66 The Contractor shall be required to develop and operate a comprehensive Traffic Management Plan for each and every HWRC operated as part of the Services. Each Traffic Management Plan shall address traffic management measures both within the curtilage of the HWRC Site, on any access road leading to the Site and upon the public highway.
- 3.67 The Traffic Management Plan shall set out the procedures that set out how the Contractor shall optimise traffic flow through the HWRC and the particular steps the Contractor will take to manage traffic congestion at and around each HWRC Site, and measures for separating members of the public from operational plant, vehicles and machinery at all times.

### **PR 3.2 DIVERSION TARGETS**

#### **Contract Waste Management Targets**

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

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

- 3.69 The Waste Services Contractor will also produce Contract SRF in accordance with Part D and deliver it to the Fuel Use Contractor(s).

[Note to bidders: The fuel conversion performance should be bid back in table [3-4]. The Authority has projected the fuel conversion ratio of treated residual waste to be [40-60%] and has reflected this in its projected tonnages for its Fuel Use Contract(s). It is conceivable that the Waste Services Contractor could produce more fuel than the Fuel Use Contractor(s) have the capacity to accept. Under such circumstances the disposal of excess fuel will be the responsibility of the Waste Services Contractor.]

**Table 3-1 Diversion Targets for Acceptable Contract Waste per Contract Year<sup>28</sup>**

Year	Maximum BMW to Landfill (Authority LATs Targets) (Tonnes) <sup>29</sup>	Contractors Guaranteed Maximum BMW to Landfill [to be completed by the Waste Services Contractor] (Tonnes) <sup>3031</sup>	Target Minimum Contract Waste (CW) Diverted from Landfill(% of CW) <sup>32</sup>	Minimum Guaranteed Contract Waste (CW) Diverted from Landfill (% of CW) [to be completed by the Waste Services Contractor] <sup>33</sup>	Target Minimum Contract Waste Recycled, Composted or Reused (% of CW) <sup>34</sup>	Contractors Guaranteed Minimum Contract Waste Recycled, Composted or Reused (% of CW) [to be completed by the Waste Services Contractor] <sup>35</sup>
2012	39853 <sup>36</sup>		62.2%		42%	
2013	228860		63.8%		43%	
2014	218603		65.4%		44%	
2015	208346		67.0%		45%	
2016	198089		68.6%		46%	
2017	187832		70.2%		47%	
2018	177575		71.8%		48%	
2019	167318		73.4%		49%	
2020	167318		75.0%		50%	
2021	167318		75.0%		50%	
2022	167318		75.0%		50%	
2023	167318		75.0%		50%	
2024	167318		75.0%		50%	

<sup>28</sup> For waste which goes to landfill, the BMW content of all Residual Waste streams is deemed to remain as the same as that for Contract Waste that is not Processed. Therefore the BMW Reduction Factor for reporting compliance with LATs allowances will be deemed at 0% unless bidders can present evidence and monitoring data that demonstrates otherwise.

<sup>29</sup> From 2019/20 onwards the annual LATs allowances are assumed to be the same as those allocated in 2019/20.

<sup>30</sup> Bidders should assume that SRF combustion is assumed to be 100% effective in terms of BMW diversion. The maximum tonnage of SRF to be combusted by the Fuel Use Contractor(s) is 340,000 tpa.

<sup>31</sup> Calculation methodology: (collected dry recyclables x % reject rate x 68%) + (collected organic x % reject rate x 100%) + (HWRC residual x % reject rate x 68%) + (Processed residual x % reject rate x % biodegradable content after application of BMW Reduction Factor, where relevant).

<sup>32</sup> Using NI 193 Definition.

<sup>33</sup> Using NI 193 Definition.

<sup>34</sup> Using NI 192 Definition.

<sup>35</sup> Using NI 192 Definition and based upon the projected arisings in the waste flow model and tables PR3-2 to 3-6.

<sup>36</sup> LATs allowance based on part-year allocation, i.e. from October 2012.

2025	167318		75.0%		50%	
2026	167318		75.0%		50%	
2027	167318		75.0%		50%	
2028	167318		75.0%		50%	
2029	167318		75.0%		50%	
2030	167318		75.0%		50%	
2031	167318		75.0%		50%	
2032	167318		75.0%		50%	
2033	167318		75.0%		50%	
2034	167318		75.0%		50%	
2035	167318		75.0%		50%	
2036	167318		75.0%		50%	
2037	167318		75.0%		50%	
2038	167318		75.0%		50%	
2039	167318		75.0%		50%	
2040	167318		75.0%		50%	
2041	167318		75.0%		50%	
2042	167318		75.0%		50%	

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

<b>Authority's Maximum Delivered Contamination Rate - Commingled Dry Recyclables (includes Trade)</b>	<b>Contractor's Guaranteed MDR Processing Efficiency (includes Trade) [to be completed by the Waste Services Contractor]<sup>37</sup></b>	<b>Authority's Maximum Delivered Contamination Rate – Source Separated Dry Recyclables (includes Trade)</b>	<b>Contractor's Guaranteed Maximum SSR Processing Efficiency (includes Trade) [to be completed by the Waste Services Contractor]</b>	<b>Contractor's Guaranteed Minimum BMW Reduction Factor [to be completed by the Waste Services Contractor]</b>
5%	[ %]	2%	[ %]	

**Table 3-3: Reject Targets and Performance for Delivered Organic Waste per Contract Year**

<b>Authority's Maximum Delivered Contamination Rate – Food</b>	<b>Contractor's Guaranteed Food Waste Processing Efficiency</b>	<b>Authority's Maximum Delivered Contamination Rate – Green</b>	<b>Contractor's Guaranteed Green Waste Processing</b>	<b>Authority's Maximum Delivered Contamination Rate – Mixed</b>	<b>Contractor's Guaranteed Mixed Organic Waste</b>	<b>Contractor's Guaranteed Minimum BMW Reduction</b>
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<sup>37</sup> Using NI 192 Definition of waste sent for recycling.

Waste (includes Trade)	(includes Trade) [to be completed by the Waste Services Contractor]	Waste (includes Trade and excludes HWRC)	Efficiency (includes Trade and excludes HWRC) [to be completed by the Waste Services Contractor]	Green and Food Waste (includes Trade)	Processing Efficiency (includes Trade) [to be completed by the Waste Services Contractor]	Factor [to be completed by the Waste Services Contractor]
2%	[ %]	2%	[ %]	2%	[ %]	

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

Year	Contractor's Guaranteed Minimum Reduced / Destroyed Loss Rate % for Processed Residual Waste [to be completed by the Waste Services Contractor]	Contractor's Guaranteed Maximum Landfill Rate % for Processed Residual Waste [to be completed by the Waste Services Contractor]	Contractor's Guaranteed Minimum Recycling/ Composting Rate% for Processed Residual Waste [to be completed by the Waste Services Contractor] <sup>38</sup>	Contractor's Guaranteed Minimum SRF Production Rate % for Processed Residual Waste [to be completed by the Waste Services Contractor]	Contractor's Guaranteed Minimum BMW Reduction Factor % [to be completed by the Waste Services Contractor]
2012					
2013					
2014					
2015					
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					

<sup>38</sup> Using NI 192/193 definition.



2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					

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

<b>Year</b>	<b>Contractor's Guaranteed Maximum Landfill Rate % for Non-Processed Residual Waste [to be completed by the Waste Services Contractor]</b>	<b>Contractor's Guaranteed Minimum Recycling/ Composting Rate % for Non-Processed Residual Waste [to be completed by the Waste Services Contractor]</b>
2012		
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		

2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		

**Table 3-6: Process Efficiency Targets for HWRC Waste<sup>39</sup>**

<b>Year</b>	<b>Contractor's Guaranteed Maximum Landfill Rate for HWRC Waste [to be completed by the Waste Services Contractor]<sup>40</sup></b>	<b>Target Minimum Contract Waste Recycled, Composted or Reused for HWRC Waste, excluding non- Household Waste.</b>	<b>Contractor's Guaranteed Minimum Recycling/ Composting Rate for HWRC Waste, excluding non- Household Waste [to be completed by the Waste Services Contractor]<sup>41</sup></b>
2012		50%	
2013		53%	
2014		57.5%	
2015		62.5%	
2016		65%	
2017		65%	
2018		65%	
2019		65%	
2020		65%	
2021		65%	
2022		65%	
2023		65%	
2024		65%	
2025		65%	
2026		65%	
2027		65%	
2028		65%	
2029		65%	
2030		65%	

<sup>39</sup> Diversion targets subject to Authority confirmation at ISOS.

<sup>40</sup> Includes diversion of non-household waste (eg inert waste).

<sup>41</sup> Excludes non-household waste (eg inert waste).

2031		65%	
2032		65%	
2033		65%	
2034		65%	
2035		65%	
2036		65%	
2037		65%	
2038		65%	
2039		65%	
2040		65%	
2041		65%	
2042		65%	

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

## **PR 3.3 ENVIRONMENTAL MANAGEMENT**

### **Carbon Impacts**

- 3.70 The Waste Services Contractor shall provide Services that are relevant and consistent with the national, regional and local policy framework. Particular regard should be paid to minimising the carbon footprint of the service.
- 3.71 The Waste Services Contractor shall produce and implement a Carbon Management Plan that demonstrates how the carbon footprint of the Works and Services are to be managed over the life of the Waste Services Contract. This shall cover the construction, commissioning and operation of the Facilities, and any associated transportation, but shall exclude elements that are outside the remit of the Waste Services Contract such as the kerbside collection of Contract Waste (the “Carbon Management Plan”).
- 3.72 The Waste Services Contractor shall demonstrate that it has minimised, as far as is practicable, the export of Recyclable and Recoverable materials out of north London in the first instance and, as far as is practical, minimise its export from the wider Greater London area where the reprocessing of materials in north London is otherwise not possible.
- 3.73 The Waste Services Contractor shall utilise, wherever technically and economically feasible, sustainable modes of transport in the transport and transfer of all materials within the scope of the Waste Services Contract.

### **Impact on the Local Environment**

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

- vii. flies;
  - viii. dust; 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 Waste Services Contractor operations and activities external to the Site(s) (the “Environmental Impact Control Plan”).

3.75 The Waste Services Contractor shall implement at its own cost the amendments to the Environmental Impact Control Plan including for the avoidance of doubt all changes required to the Facilities and Services.

### **Litter and Fly Tips**

- 3.76 The Waste Services Contractor shall ensure that the ground within [50]<sup>42</sup> metres of the boundary of each Site(s), including but not limited to access roads and adjoining land to which the Waste Services Contractor can lawfully obtain access without payment of monies, are kept free from litter and fly tipped waste.
- 3.77 Where litter or fly-tipped waste comes to the attention of the Waste Services Contractor then:
- a) within [20]<sup>43</sup> minutes of becoming aware of the litter and or fly-tipping, the Contractor shall, contain, control and remove such waste with consideration to its health and safety obligations, and clean up any affected area; and
  - b) consign this waste as Contract Waste to appropriate treatment and/or disposal.

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

<sup>42</sup> Subject to Authority confirmation at ISOS.

<sup>43</sup> Subject to Authority confirmation at ISOS

## **PR 3.4 OPERATIONAL INTERFACE**

### **Third Party Waste**

- 3.78 At the sole discretion of the Authority, the Waste Services Contractor shall be entitled to process Third Party Waste at the Site(s) to quantities which take up any spare Processing capacity over and above that taken by Contract Waste, provided that:
- a) Contract Waste shall be accepted and treated in priority to Third Party Waste;
  - b) Third Party Waste will not displace Contract Waste from the Facility; and
  - c) Third Party Income sharing provisions set out in the Payment Mechanism apply.
- 3.79 The Waste Services Contractor shall develop and implement a Third Party Waste Plan that sets out the forecast spare Processing capacity at the Facility and potential tonnage of Third Party Waste that can be accepted. The Third Party Waste Plan shall also detail the financial benefits to the Authority that arise from the Waste Services Contractor processing Third Party Waste and the protocol for its acceptance.
- 3.80 The Waste Services Contractor will meet reasonable requests for information on the financial benefits, charges and other relevant information in relation to individual proposed arrangements with third parties at the Authority's request to enable informed use of its discretion.

### **Community Liaison**

- 3.81 The Waste Services Contractor shall develop, implement and operate a service that provides opportunities for community involvement.
- 3.82 The Waste Services Contractor shall develop and implement a community liaison plan (the "Community Liaison Plan") together with the Authority. The Community Liaison Plan shall include the scope, purpose and timetable for all consultations and liaison with relevant stakeholders.
- 3.83 The Waste Services Contractor shall set up and manage Site Advisory Panel(s) for each Site, where so required by the Authority;
- 3.84 The Waste Services Contractor shall ensure that:
- a) the Community Liaison Plan complements the Authority's equivalent plans; and
  - b) all Personnel and key sub-contractors are inducted and trained in community liaison procedures set out in the Community Liaison Plan.

- 3.85 The Waste Services Contractor shall facilitate community liaison group meetings as a minimum on a yearly basis.
- 3.86 The Contractor shall facilitate and manage guided tours to the Site(s) by schools, community groups and other groups by or on behalf of the Authority as reasonably notified to the Contractor by the Authority Representative. Such tours shall follow an agreed defined tour route and shall include viewing the main stages of the Contract Waste Processing undertaken at that Facility. The Contractor shall manage all health and safety requirements including the provision of personal protective equipment.
- 3.87 The Contractor shall provide adequate methods of communication to meet the needs of people with disabilities.
- 3.88 The Waste Services Contractor shall attend and participate pro-actively in relevant local community events and forums as reasonably required by the Authority Representative, in particular Community Councils, and respond to specific initiatives that relate to the Services, all subject to any agreed limitations on the number and type of events specified in the Community Liaison Plan.
- 3.89 Appropriate methods of communication shall be provided to enable the engagement of the whole population of North London irrespective of age, culture, ethnicity, ability, social and economic background.
- 3.90 Media in languages other than English shall be produced only at the request of the Authority and, in any circumstance this requirement will not be more onerous than the Authority's own extant policy. When required, the Authority will make its translation services available to the Waste Services Contractor at cost.
- 3.91 Community representatives must have the opportunity to meet representatives of the Waste Services Contractor for up to two (2) hours within ten (10) Working Days from the date of receipt of an application in writing. Such access shall be limited to a maximum of three (3) meetings per Month.
- 3.92 All public documents and public reports in relation to the Services shall be provided to the Authority electronically within five (5) Working Days of a request for such information by the Authority Representative.

### **Operation of Visitor Centre**

- 3.93 The Visitor Centre shall be available as a minimum five days a week to include Saturday, Sundays and bank holidays, but excluding Christmas Day, Boxing Day and New Years Day.
- 3.94 The Visitor Centre shall be free of charge to visitors and any Authority Related Party.

- 3.95 The Waste Services Contractor shall provide and maintain in good and workable condition all of the audio-visual aids (including a projector and screen).
- 3.96 The Waste Services Contractor shall provide reasonable access to toilets and washing facilities at any Visitor Centre, and such toilets and washing facilities are to contain:
- a) tiled areas reasonably free from damage or conspicuous deterioration;
  - b) toilet furniture reasonably free from damage or deterioration and which is fully functioning;
  - c) reasonably intact seals and other waterproof joints and where the same are reasonably free from staining or mould growth; and
  - d) toilet cubicle partitioning (if applicable) which is reasonably free from damage or deterioration and on which all fittings, including locks and handles are functioning.
- 3.97 The ceilings, walls, floors and windows of Visitor Centres shall be reasonably free of damage or deterioration (including grids and tiles where appropriate).

### **Operation of Web-based Virtual Visitor Centre**

- 3.98 The Waste Services Contractor shall implement, develop and provide a public access web based virtual visitor centre. This shall include for all the main Contract Waste reception and treatment facilities appropriate video clips from the CCTV system or equivalent, and process description text setting out how the Site(s) activities take place. The website shall contain links to an appropriate area of the websites of each of the Authority's constituent authorities. The Authority shall have editorial and approval rights over the content of the website.
- 3.99 The Waste Services Contractor shall provide any updates of electronic information to the Authority on a Weekly basis to ensure that all of the relevant information contained on the Authority's website is current and correct.

### **Enquiries and Complaints**

- 3.100 The Waste Services Contractor shall develop an Enquires and Complaints Protocol that sets out the procedures to follow for receiving and managing questions, complaints and disputes relating to the operation of the facilities and the performance of the Services.
- 3.101 The Waste Services Contractor shall implement the Enquires and Complaints Protocol for all complaints received by the Contractor within [2]<sup>44</sup> hours.

<sup>44</sup> Subject to Authority confirmation at ISOS.



## **Branding Strategy**

- 3.102 The Waste Services Contractor shall develop and maintain a Branding Strategy in relation to the Facilities to be agreed by the Authority.
- 3.103 From the first anniversary of the Commencement Date, the Waste Services Contractor shall comply with the Branding Strategy.
- 3.104 The Waste Services Contractor shall ensure that all vehicles, uniforms, reports and customer facing material is in compliance with the agreed Branding Strategy and clearly marked with the Authority's logo in full accordance with the agreed Branding Strategy.

## **Client Interface**

- 3.105 The Waste Services Contractor shall, develop, submit, monitor, and maintain and thereafter perform the Services in accordance with a plan ("Contractor's Delivery Plan") that sets out the Contractor's Method Statements for the delivery of the Services.
- 3.106 All Method Statements within the Contractor's Delivery Plan shall be reviewed by the Waste Services Contractor as a minimum on an annual basis or as required due to a change in the proposed Services arrangements. The Waste Services Contractor shall submit any proposed changes to the Contractor's Delivery Plan to the Authority in accordance with the Review Procedure and provide an updated Contractor's 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.
- 3.107 The Waste Services Contractor shall confirm within 5 days of each Contract Year that the Contractor's Delivery Plan is up to date where no changes are proposed.
- 3.108 The Waste Services Contractor shall monitor and record compliance with the Service Standards set out in the Performance Management Framework.
- 3.109 The Waste Services Contractor 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 Waste Services Contractor. The report shall take the form of a written report within an agreed template containing all quantitative and qualitative data supplemented by a spreadsheet containing quantitative data in a format that will facilitate the Authority's data systems.
- 3.110 The Waste Services Contractor shall prepare a Monthly Services Report and submit it to the Authority within [15]<sup>45</sup> Business Days after the Contract Month

<sup>45</sup> Subject to Authority confirmation at ISOS.

end. The Monthly Services Report shall set out all information required by the Authority to verify the performance of the Contractor and the Monthly Payment in respect of the Contract Month just ended, as set out in Schedule [X] of the Project Agreement.

- 3.111 The Waste Services Contractor shall submit to the Authority, within [30]<sup>46</sup> 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 Waste Services Contractor as set out in Schedule [X] of the Project Agreement.
- 3.112 The Waste Services Contractor shall upon a written request from the Authority, promptly provide such written evidence or other supporting information as the Authority may reasonably require for verifying and auditing the information and other material contained in either the Monthly 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 Contractor with written comments and/or objections within [5]<sup>47</sup> Business Days of receipt of the evidence, information or Monthly Services Report or Annual Services Report as the case may be.
- 3.113 The Waste Services Contractor shall provide within 1 Business Day of a request from the Authority, provide information to support the Authority's internal and external public relations activities.
- 3.114 The Waste Services Contractor shall comply with requests for information, data or other assistance to enable the Authority to undertake and produce Performance related reports, for the Authority's Contract Waste operations and those of its Constituent Boroughs, the Authority's waste strategy and the Comprehensive Area Assessment (or such replacement framework) of both itself and the Constituent Boroughs. The work involved in assisting the Authority to produce these reports shall use information that is readily available to the Contractor and shall be provided within 5 Business Days of receiving the request.
- 3.115 The Waste Services Contractor 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 to practices and procedures. The Waste Services Contractor shall report any such identified and prepared improvements within the Monthly Services Report.
- 3.116 The Waste Services Contractor shall:

<sup>46</sup> Subject to Authority confirmation at ISOS.

<sup>47</sup> Subject to Authority confirmation at ISOS.

- a) ensure that all systems comprising the Management Information System shall be maintained in accordance with Good Industry Practice and shall be capable of interfacing electronically with those of the Authority and shall follow principles of transparency and auditability
  - b) permit Authority Personnel unfettered access to the Management Information System, on a real time basis.
- 3.117 The Management Information System shall as a minimum, record the information required to produce all the reports required under this Output Specification.
- 3.118 The Waste Services Contractor 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 Call-Out Response**

- 3.119 The Waste Services Contractor shall ensure a senior member of Personnel is available to provide a direct contact point for the Authority 24 hours a day throughout the period from the date of the Acceptance Test to the Expiry Date.
- 3.120 The Waste Services Contractor shall produce and agree an emergency call out procedure and shall submit it to the Authority as part of the Contractor's Delivery Plan.
- 3.121 The Waste Services Contractor shall complete an annual exercise to test the emergency call out procedures. This exercise will be planned and executed with Authority involvement.
- 3.122 Where required the Waste Services Contractor shall assist emergency planning exercises being carried out by the Authority or its constituent authorities (up to a maximum of seven per annum).
- 3.123 The Waste Services Contractor shall operate and maintain a suitable communication system for its operatives and managers that must be capable of being used by both the Waste Services Contractor's employees and the Authority in the event of an emergency.

## **PR 3.5 FACILITIES AND CONTRACT MANAGEMENT**

### **Management of Products**

- 3.124 The Waste Services Contractor shall be responsible for the handling, transport, marketing and sale of all marketable products from the Services. The Waste Services Contractor shall demonstrate to the Authority that the products have been Recycled, Composted, Recovered and diverted from Landfill (as appropriate).
- 3.125 The Waste Services Contractor shall prepare, maintain and implement a Products Plan (the "Products Plan") which sets out the Waste Services Contractor's policies and strategies with regard to the marketing and sale of all products including materials, ROCs, energy and heat as appropriate, with the exception of Contract SRF.
- 3.126 The Waste Services Contractor shall provide details to the Authority of the Reprocessors designated to take the Dry Recyclates, Compost and other products derived from the Services.
- 3.127 The Products shall not be deemed to have been sold or delivered to an end user until such time as they are accepted by a third party processor or an end market.
- 3.128 The Waste Services Contractor shall share the net revenues from the sale of products with the Authority in accordance with the Payment Mechanism.

### **Management of Residues**

- 3.129 The Waste Services Contractor shall be responsible for the handling, transport, and offtake of all residues from the Services, including rejects prior and after Treatment and any hazardous waste streams.
- 3.130 The Waste Services Contractor shall prepare, maintain and implement a Residues Plan (the "Residues Plan") which sets out the Waste Services Contractor's policies and strategies with regard to the management of all Process Residues.
- 3.131 Where the Waste Services Contractor wishes to dispose of Contract Waste to Landfill, the Contractor shall only utilise Landfill Sites which are operated in accordance with all Consents. Such Landfill Sites shall have the capacity to accurately record via calibrated weighbridges the tonnage of Contract Waste received from the Contractor.
- 3.132 The Waste Services Contractor shall copy to the Authority the Environmental Permits ("EP") for each and every Landfill Site utilised, and any subsequent modifications within one (1) Month of their receipt by the Contractor.

## **Signage**

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

## **Security**

- 3.134 The Waste Services Contractor shall provide Facilities that enable the Site(s) to be secure and to prevent unauthorised access to the Site(s) following the Readiness Date.
- 3.135 The Waste Services Contractor shall ensure that the CCTV system remains in an operational state and is subject to appropriate monitoring of potential security issues.
- 3.136 The Waste Services Contractor shall also arrange for remote live access to the CCTV system for the Authority Representative at all times, who shall be able to switch views and rotate cameras remotely as necessary.

## **Planned Maintenance**

- 3.137 The Waste Services Contractor shall undertake Planned Maintenance which includes all maintenance of the Facilities to comply with the manufacturer's requirements, Operating Manuals, Method Statements, agreed lifecycle replacement and to achieve the Works Quality Standards set out in Appendix A of Part B of this Schedule.
- 3.138 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.
- 3.139 The Waste Services Contractor shall ensure that its maintenance and operating procedures are compliant with the requirements of this Output Specification and in any event are sufficient to ensure that the Facilities:
- a) are available to meet the requirements of the Waste Services Contract and this Schedule;
  - b) can maintain the design intention of the Facilities 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 PR3.4 and the Handback Requirements.

- 3.140 As part of the Planned Maintenance, the Waste Services Contractor shall produce and issue to the Authority a detailed Annual Schedule of Planned Maintenance which shall be submitted to the Authority [6]<sup>48</sup> 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.
- 3.141 The Waste Services Contractor 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.
- 3.142 The Waste Services Contractor shall comply with the Monthly Schedule of Planned Maintenance and shall ensure that all maintenance identified within this Schedule is completed by the end of each Contract Month.
- 3.143 The Contractor's Planned Maintenance shall be consistent with the design philosophy, the attainment of the Minimum Residual Life and component life expectancy and shall be commensurate to maintaining the Facility(s) in a robust operational status with normal wear and tear.
- 3.144 The Waste Services Contractor shall make provisions within the Annual and Monthly Schedules of Planned Maintenance to minimise any nuisance and environmental impact during the maintenance activities in order to ensure they do not constitute a nuisance during maintenance.

### **Reactive Maintenance**

- 3.145 The Waste Services Contractor shall provide Reactive Maintenance to rectify all faults to the Works to achieve the Works Quality Standards set out in Appendix A 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.

### **Mobilisation and Contingency Arrangements**

- 3.146 The Contractor shall develop and comply with a mobilisation plan that details the transition between the existing service and the provision of the Service over

<sup>48</sup> Subject to Authority confirmation at ISOS.

the period from the effective Commencement Date until Full Service Commencement (the "Mobilisation Plan"). The Mobilisation Plan shall set out the Contractor's proposals for activities and timetables of all significant events until such time as the entire Contractor's Delivery Plan come into force.

3.147 The Waste Services Contractor shall develop and comply with a Contingency Plan that identifies how the Services will be provided in the event of Facility unavailability, unavailability of Delivery Point(s), emergency situations or in times of Reactive or Planned Maintenance (the "Contingency Plan"). The Contingency Plan shall include as a minimum:

- a) location(s) of Contingency Reception Point(s) and Contingency Facilities;
- b) arrangements for the redirection of Contract Waste to Contingency Reception Point(s); and
- c) details of any impact on the Services as a result of using Contingency Reception Point(s) and/or Contingency Facilities.

The Waste Services Contractor shall notify the Authority not less than [2]<sup>49</sup> Business Days prior to implementing the Contingency Plan, and shall implement the Contingency Plan to ensure a continuous provision of the Service.

### **Quality Management System**

3.148 The Waste Services Contractor shall implement a Quality Management System that is compliant with ISO9001 or equivalent at all times following the Service Commencement Date.

3.149 The Waste Services Contractor shall appoint a quality manager who shall in respect of the Services:

- a) ensure the effective operation of and implementation of the Quality Management System;
- b) audit the Quality Management System at regular intervals (and as a minimum every 12 Contract Months) and report the findings of such audit to the Waste Services Contractor and the Authority;
- c) audit any sub-contractor's Quality Management Systems, as a minimum every 12 Contract Months, to ensure the Waste Services Contractor's overall compliance with the Contract and report the findings of such audits to the sub-contractors and the Authority;
- d) review the Quality Management System at intervals agreed with the Authority to ensure their continued suitability and effectiveness; and

<sup>49</sup> Subject to Authority confirmation at ISOS.

- e) liaise with the Authority on all matters relating to quality assurance.

## **Environmental Management System**

- 3.150 The Waste Services Contractor shall implement an Environmental Management System that is compliant with ISO14001 or equivalent at all times following the Service Commencement Date.
- 3.151 The Waste Services Contractor shall appoint an environmental management manager who shall in respect of the Services:
  - a) ensure the effective operation of and implementation of the aforementioned Environmental Management System;
  - b) audit the Environmental Management System at regular intervals (and as a minimum every 12 Contract Months) and report the findings of such audit to the Contractor and the Authority;
  - c) audit any sub-contractor's Environmental Management Systems, as a minimum every 12 Contract Months, to ensure the Contractor's overall compliance with the Contract and report the findings of such audits to the sub-contractor and the Authority;
  - d) review the Environmental Management System at intervals agreed with the Authority to ensure their continued suitability and effectiveness; and
  - e) liaise with the Authority on all matters relating to environmental management.

## **Health and Safety**

- 3.152 In carrying out the Services, the Waste Services Contractor shall comply with all 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 statutory requirements 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 Representative or the Authority's safety adviser when requested including COSHH manuals, Method Statements and risk assessments.



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

## **Fire Safety**

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

## **Human Resources**

- 3.157 The Waste Services Contractor shall employ sufficient Personnel, including all necessary grades of supervisory Personnel, to ensure that Services are provided at all times and in all respects. The Waste Services Contractor shall ensure that a sufficient reserve of Personnel is available to meet all obligations during holidays and absences and in response to statutory duties and requirements.
- 3.158 The Waste Services Contractor shall provide the Authority within [3]<sup>50</sup> Business Days any information the Authority requests in relation to Personnel including but not limited to:
- a) the terms and conditions of employment;
  - b) the training records;
  - c) the records of any unspent convictions;
  - d) the skills and competencies of Personnel; and
  - e) the number of Personnel employed.

<sup>50</sup> Subject to Authority confirmation at ISOS.

- 3.159 The Waste Services Contractor shall develop and annually maintain, personnel procedures and policies covering all relevant matters including discipline, grievance, equal opportunities and health and safety. These procedures and policies shall comply with all relevant legislation and Good Industry Practice and shall be issued to the Authority once completed.
- 3.160 The Waste Services Contractor shall assist the Authority in complying with its obligation under section 71 of the Race Relation Act 1976 (as amended) to ensure that its functions are carried out with due regard to the need to eliminate unlawful racial discrimination and to promote equal opportunities and good relations between people of different racial groups.
- 3.161 The Waste Services Contractor, in providing the Services, shall undertake to comply with all relevant equalities legislation including the Sex Discrimination Act 1975 (as amended by the Equalities Act 2006), the Race Relations Act (as amended by the Race Relation Act 2000) and the Disabilities Discrimination Act 1995, and the Statutory Codes of Practice on the Duty to Promote Racial Equality (2002), the Duty to Promote Gender Equality (November 2006) and the Duty to Promote Equality in relation to Disability.
- 3.162 The Waste Services Contractor shall notify all current and prospective Personnel of the requirement that they must disclose any convictions and shall notify the Authority of any convictions immediately. The Waste Services Contractor shall also provide copies of any unspent convictions to the Authority upon request.
- 3.163 The Waste Services Contractor shall develop and maintain an appropriate and up-to-date induction programme for all Personnel and the Waste Services Contractor shall ensure all new Personnel involved in the Services delivery undertake the induction programme prior to their commencement of work on Site(s).
- 3.164 The Waste Services Contractor shall ensure that all Personnel engaged in the delivery of the Services, in addition to the induction programme, are at all times properly and adequately notified, competent and instructed and the information recorded within their personal training records (including if practicable by way of continuing professional development) with regard to:
- a) the task that the individual has to perform;
  - b) all the provisions of the Waste Services Contract relevant to the duties to be performed;
  - c) the standing instructions and procedures, where relevant, to the Services;
  - d) all relevant health and safety hazards, rules, policies and procedures concerning health and safety at work and all other mandatory and statutory requirements;
  - e) fire precautions and fire procedures;

- f) the need for Personnel to show courtesy and consideration at all times;  
and
  - g) improving energy and resource efficiency on the Facilities in line with mandatory standards and performance improvement targets.
- 3.165 In carrying out the duties described in this Schedule, the Waste Services Contractor shall ensure all Personnel are properly dressed in appropriate uniforms and work wear (including protective clothing and footwear where required) and wear identification badges at all times while working in the Facilities.
- 3.166 The Waste Services Contractor shall act in a manner to promote a positive image and not bring the Authority into disrepute.
- 3.167 The Waste Services Contractor shall adopt and adhere to a Personnel Code of Conduct, which has been agreed between the parties, governing the behaviour of all employees.

## **PR 4 HANDBACK REQUIREMENTS**

### **Handback Requirements**

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

### **Training and Software**

- 4.7 The Waste Services Contractor shall at the Waste Services Contractor's cost, provide all necessary training for the running of the Services, including operation of all management and control systems to all persons notified by the Authority to the Waste Services Contractor. Such training shall commence no later than 3

Contract Months before the end of the Contract Period to ensure the continued operation of the Facilities.

- 4.8 The Waste Services Contractor shall hand over all software used in the operation of the Facility to the Authority including any specialist software which has been specifically created for the Facilities.
- 4.9 A complete and up-to-date set of software manuals and software licenses shall be provided by the Waste Services Contractor at the Waste Services Contractor's cost to the Authority 3 months prior to the end of the Contract Period.

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

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

### **Aftercare Plan**

- 4.11 Provision for the dismantling or aftercare of all facilities upon their closure during or following the Contract Period may be carried out under separately agreed contractual arrangements. The Waste Services Contractor should however, as appropriate, separately prepare a suitable Aftercare Plan and provide an estimate for associated costs 6 months prior to the end of the Contract Period. The inclusion of these items within the Waste Services Contract will be subject to the approval of the Authority.
- 4.12 This Aftercare Plan shall take account of the care and maintenance of the Site(s), and include monitoring, maintenance of restoration materials and vegetation together with the management of the Environmental Management System already in place, and until such time as the Environment Agency is satisfied that the Site permit may be handed in, and/or where there is agreement that on-going liabilities may revert back to the responsibility of the Authority.

## PART B - APPENDIX A WORKS QUALITY STANDARDS

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## **PART C - PERFORMANCE MEASUREMENT FRAMEWORK**

[TO BE PROVIDED AT ISOS]

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## PART D - FUEL SPECIFICATION

### SRF class and origin

Class code<sup>a</sup>: NCV 3/4, Cl 2, Hg 3

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

### Physical parameters

Particle form<sup>c</sup>:

Particle size<sup>d</sup>: <150mm

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)	13	>11 - <15	prCEN/TS 15400
Real Respiration Index	Dynamic mg O <sub>2</sub> /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 <sup>g</sup>		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.

**PART E - PROJECTED CONTRACT WASTE FLOWS AND COMPOSITIONS**

[TO BE PROVIDED AT ISOS]

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