defra
Department for Environment Food and Rural Affairs

defra.gov.uk

Waste Infrastructure Delivery Programme
Residual Waste Procurement Pack
Module 5 Part II
Output Specification Drafting

August 2008

4ps

PartnershipsUK

Department for Environment, Food and Rural Affairs
Nobel House
17 Smith Square
London SW1P 3JR
TEL: 020 7238 6000
Website: www.defra.gov.uk

© Queen's Printer and Controller of HMSO 2008

This publication (excluding the Royal Arms and departmental logos) may be re-used free of charge in any format or medium for research for non-commercial purposes, private study or for internal circulation within an organisation. This is subject to it being re-used accurately and not used in a misleading context. The material must be acknowledged as Crown copyright and the title of the publication specified.

For any other use of this material please apply for a Click-Use Licence for Public Sector Information (PSI) or core material at:
http://www.opsi.gov.uk/click-use/psi-licence-information/index.htm
Alternatively applications can be sent to Office of Public Sector Information, Information Policy Team, St Clements House, 2-16 Colegate, Norwich NR3 1BQ; Fax: +44 (0)1603 723000; email: HMSOLICENSING@CABINET-OFFICE.X.GSI.GOV.UK
Information about this publication and copies are available from:
Waste Infrastructure Delivery Programme
Defra
6th Floor, Ergon House
London
Email address: WIDP.guidance@defra.gsi.gov.uk

This document is available on the Defra website.
Published by the Department for Environment, Food and Rural Affairs.

Acknowledgments

WIDP acknowledges and thanks Pinsent Masons LLP (legal advisers), Grant Thornton LLP (financial advisers) and Mott Macdonald Ltd (technical advisers) for their assistance in producing this guidance.

Important Notice

This guidance is not a replacement for independent specialist advice and those who use it should ensure that they take appropriate professional advice when using this document. Defra, Partnerships UK or 4ps (whether jointly or severally) or their advisers accept no liability whatsoever for any expense, liability, loss, claim or proceedings arising from reliance placed upon this guidance or any part of it. Users must always satisfy themselves as to the applicability of the relevant part(s) of this guidance to their particular circumstances.

OUTPUT SPECIFICATION SCHEDULE

INTRODUCTION

This Schedule comprises three parts. Part A defines the Performance Requirements in relation to the Works, Commissioning, Services and Handback, which the Contractor shall provide pursuant to the Contract. Part B of this Schedule comprises the Performance Measurement Framework. Part C includes all definitions.

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

References to Contract in this Schedule is reference to the Contract to which the Output Specification will relate.

PART A
PERFORMANCE REQUIREMENTS

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

PR1: Works Requirements
PR2: Commissioning Requirements
PR3: Services Requirements
PR4: Handback Requirements

Appendix A: Works Quality Standards

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

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

PR 1 WORKS REQUIREMENTS

General

1.1 The Contractor shall design and construct the Works in accordance with the relevant Method Statement to meet the requirements of PR1.

1.2 The Contractor shall provide Works appropriate for it to accept all Contract Waste and to process such Contract Waste to meet PR3.

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

Design and Delivery Requirements

1.4 The Contractor shall provide Works that shall be suitable and efficient for all vehicles bringing Contract Waste to the Site(s) and vehicle egress from the Site(s). As a minimum, the Facilities shall be capable of accepting all vehicles up to and including [*vehicle description to be inserted*].[1] 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.

1.5 The Works shall be designed and constructed to ensure that all waste processing treatment and product storage takes place within confined spaces with appropriate environmental controls provided.

1.6 The Works shall be designed and constructed to enable vehicles to achieve a turnaround time from arriving at a Site including for the avoidance of doubt (entering the Site, being weighed, being monitored and discharging the Contract Waste) to leaving the Site(s) of [ ] minutes.[2]

1.7 The Works shall be designed and constructed to include suitable storage facilities for Contract Waste of a size and volume which are capable of storing up to [ ][3] days average Contract Waste delivered to the Site.

1.8 The Works shall include equipment capable of monitoring, weighing and electronically recording each load and vehicle bringing Contract Waste and any Non-Contract Waste to the Site(s) and each load and vehicle removing Contract Waste and/or products and/or residues of treatment from the Site(s).

---

[1] The Authority is to provide details of types of vehicles bringing Contract Waste. This description should include specifications or references to specification on gross and net weight, length, turning circles (or other movement constraints) and discharge arrangements.

[2] To be reviewed by the Authority on a project specific basis.

[3] To be reviewed by the Authority on a project specific basis and subject to Consent conditions.

The information to be recorded shall as a minimum be that required by the Contractor for the purpose of meeting their obligations under the Contract.

1.9 The Works shall be designed and constructed to include all necessary storage and material handling equipment to facilitate storage and/or removal of all Contract Waste from the Site(s) and in accordance with the relevant Method Statements.

1.10 The Works shall be designed and constructed to include all necessary infrastructure and utility services required to meet the requirements of this Schedule including but not limited to their connection, security of supply and capacity.

Minimum Works Requirements

1.11 The 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 Authority's Policies;[4]
d) Requirements of the utilities companies;
e) Building Research Establishment Digest Recommendations;
f) Fire safety requirements in agreement with the fire authority; and
g) Relevant Environmental Agency guidance notes, consents and authorisations.

1.12 The 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

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

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

[4] The Authority is to state relevant policies, if any.

1.15 The 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 and recycled content.

Mechanical and Electrical Specifications[5]

1.16 The Contractor shall adopt and implement a recognised industry standard Mechanical and Electrical Works Specification for the design and construction of the Works.

Employee Specifications

1.17 The Contractor shall ensure that all persons employed in connection with the construction of the Works are suitably skilled and experienced in their several professions, trades and callings or adequately supervised.

1.18 The 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 Contract and with regard to the activities which are carried out at the relevant Site(s) and to the nature of persons occupying the relevant Site(s).

Existing Structures and Infrastructures

1.19 The Contractor shall be responsible for identifying and undertaking all enabling works necessary to ensure the Site(s) is suitable for the development of the Works.

1.20 The Contractor shall carry out all demolition of existing structures and make safe redundant infrastructure on the Site(s) in accordance with BS6187:2000.

1.21 The Contractor shall be responsible for undertaking remediation or removal of any contaminated waste, material or land.

1.22 The Contractor shall carry out any protection and diversion works associated with any existing infrastructures located on the Site(s) required for the construction of the Works and ensure continuity of utility supplies to any Adjoining Properties in so-far as they may be affected by the Works. This shall include but is not limited to gas, electricity, water, sewerage and communications services.

[5] The Authority is to consider any specific requirements it has in relation to civil/building or M&E works.

1.23 The Contractor shall ensure that adequate retaining walls and/or support to excavated faces are provided to support any Adjoining Property during the carrying out of the Works.

1.24 The 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).

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

Site(s) Access & Circulation

1.26 The Contractor shall design and construct the internal road and pedestrian area layout within the Site(s) to allow safe movement of vehicles and pedestrians and with regard to health and safety Legislation and Good Industry Practice.

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

1.28 The Contractor shall ensure the security of the Site(s) and allow the Authority safe and efficient access during the Opening Hours. This shall include but is not limited to:

i) Suitable levels of artificial illumination for the purpose of ingress and egress from the Site(s), way finding and discharging Contract Waste;
ii) Lighting to meet the requirements of:
   a) The Chartered Institution of Building Services Engineers (CIBSE) Lighting Guide;
   b) The Institution of Lighting and Crime; and
iii) Signage indicating access and egress.

Visitor Centre[6]

1.29 The Contractor shall design and construct a Visitor Centre within the Facility.

1.30 The Visitor Centre shall:
(a) have one primary entranceway arranged such that visitors can be regulated and monitored and access controlled;

[6] Authority to delete if it does not require such at the RWTF.

(b) be suitable to accommodate groups (including seating) of up to [ ] persons, including school children;
(c) contain an appropriate number of toilet facilities and at least one toilet facility that is suitable for use by a disabled person in each case which meet the requirements of paragraph 3.50;
(d) contain a safe and secure viewing gallery over part of the Facility;
(e) include a lecture area equipped with audio-visual aids (including a projector, screen and public address system); and
(f) be supplied with the furniture and fittings as are necessary to provide the functions in (a) to (e) above.

1.31 The 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 [ ] degrees Celsius when visitors are in attendance.

1.32 The Contractor shall ensure the Visitor Centre has mechanical or natural ventilation (as appropriate).

1.33 The 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.

1.34 The Contractor shall ensure that the Visitor Centre has sufficient parking space to enable up to [ ] cars or up to [ ] buses to park within the boundaries of the Facility.

1.35 The ceilings, walls, floors and windows of Visitor Centres shall be reasonably free of damage or deterioration (including grids and tiles where appropriate).

Environmental Consideration and Nuisance Control

1.36 The Contractor shall minimise nuisance and environmental impact during construction and shall design and construct the Works so as to minimise nuisance and environmental impact including but not limited to the impact of:

a) light;
b) noise;
c) vermin and other pests;
d) litter;

e) flies;
f) dust;
g) emissions;
h) odour; and
i) traffic.

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

Health and Safety

1.38 The Contractor shall:

a) Liaise with the Health and Safety Executive on all relevant matters;
b) Co-ordinate its health and safety plans with the Authority's health and safety policies; and
c) Take all necessary steps, and provide the Authority with such information as the Authority reasonably requires to satisfy itself that all necessary steps are being taken, to identify and control risks to the health and safety of persons involved in the Works.

Fire Safety[7]

1.39 The Contractor shall carry out a detailed fire assessment of all Facilities and operations on the Site taking into account all health and safety issues, protection of the environment and the requirement for business continuity. This review shall include, but is not limited to reviewing best practice and recommendations from fire investigations on similar Facilities and other related best practice industry guidance.

1.40 Identify and incorporate in the Works a robust fire strategy (which incorporates the output from the detailed fire assessment in this Schedule, Section 1.42) to minimise both the cause of fire occurring and the subsequent impact of any fire.

1.41 The fire strategy and related fire design shall be submitted by the Contractor to the Authority as a Reviewable Item.

[7] Inclusion of this provision (and associated Performance Standards) to be determined on a project specific basis taking into account other provisions of the Output Specification.

Quality Management System

1.42 The Contractor shall implement a Quality Management System that is compliant with ISO9001 or equal throughout the construction period.

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

Environmental Management System

1.44 The Contractor shall implement an Environmental Management System in compliance with ISO14001 or equal at all times throughout the construction period.

1.45 The 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 [ ] 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 [ ] months, to ensure the Contractor's overall compliance with the Contract and report the findings of such audits to the sub-contractors and the Authority;
d) review the Environmental Management System at intervals agreed with the Authority to ensure their continued suitability and effectiveness; and
e) liaise with the Authority on all matters relating to environmental management.

Construction Programme

1.46 The Contractor shall develop and maintain a detailed Construction Programme covering all elements of the Works and based on the Construction Programme included in the relevant Method Statement.

1.47 The Contractor shall submit to the Authority the Construction Programme and any subsequent amendment to the Construction Programme within [ ] Business Days of its amendment and adoption for the Works.

1.48 The Contractor shall carry out the Works in accordance with the Construction Programme.

1.49 The Contractor shall monitor and report to the Authority on a monthly basis progress of the Work against the latest revision of the Construction Programme.

Construction Phase Reporting

1.50 The Contractor shall submit to the Authority within [ ] Business Days following the end of a month, a Monthly Construction Progress Report covering the construction activities carried out in the proceeding month. The Monthly Construction Progress Report shall include as a minimum a description of the following:

a) Assessment of actual progress by comparison to the submitted Construction Programme;
b) Progress with obtaining Consents;
c) Progress with discharging any requirements of the Consents;
d) Report on any material risk to achieving the Planned Service Commencement Date; and
e) Where the Monthly Construction Progress Report covers the period in which the Readiness Test Certificate is issued, the Monthly Construction Progress Report shall include a copy of the Readiness Test Certificate.

As Built Drawings

1.51 The Contractor shall provide the Authority, a set of As-Built Drawings on the earlier of the date falling [ ] Business Days after the date they become available to the Contractor or within [ ] months after the date of issue of the Readiness Test Certificate in respect of the Facility.

1.52 The 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.

Communication-Public Relations

1.53 The Contractor shall put in place and operate throughout the period up to the Services Commencement Date, a communication strategy which:

a) Identifies those likely to be affected by the Works;
b) Identifies likely concerns and takes all appropriate steps to mitigate these concerns; and
c) Records all complaints and comments (verbal or otherwise), letters or notices from any members of the public or statutory authority.

PR2 COMMISSIONING REQUIREMENTS

Commissioning

2.1 The Contractor shall develop an outline Testing and Commissioning Plan based on the Testing and Commissioning Plan included in the relevant Method Statement. The detailed Testing and Commissioning Plan shall be no less onerous than that included with the relevant Method Statement.

2.2 The Contractor shall submit to the Authority as a Reviewable Item the detailed Testing and Commissioning Plan as a minimum [ ] Contract Months prior to the Planned Readiness Date. The Commissioning Plan shall include but not be limited to the Contractor's proposals for:

a) cold commissioning of individual Equipment and Facilities;
b) the process to achieve the Readiness Test;
c) hot commissioning of the Works including the incremental acceptance, processing and treatment of Contract Waste; and
d) the Acceptance Tests.

2.3 The Contractor shall carry out the commissioning in accordance with the Testing and Commissioning Plan.

2.4 Prior to the issuance of the Readiness Test Certificate, the Contractor shall carry out commissioning of the Works to demonstrate that the design construction installation and plant performance:

a) comply with health and safety Legislation and guidance;
b) comply with manufacturers requirements;
c) are suitable for testing their integration within the Works;
d) are fit for their intended purpose; and
e) are capable of meeting the requirement of PR2.

2.5 After the issuance of the Readiness Test Certificate, the Contractor shall carry out commissioning of the Works to demonstrate that their design, construction, installation and plant performance:

a) comply with health and safety Legislation and guidance;
b) comply with manufacturers requirements;
c) are suitable for integration within the Works;
d) are fit for their intended purpose; and
e) the requirements of PR3.

Commissioning Phase Reporting

2.6 The Contractor shall submit to the Authority within [ ] 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; and
b) Summary of the commissioning tasks in the following monthly period.

Mechanical and Electrical Specifications[8]

2.7 The Contractor shall adopt and implement a recognised industry standard Mechanical and Electrical Works Specification for the commissioning and testing of the Works.

Security

2.8 The 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.

Quality Management System

2.9 The Contractor shall implement a Quality Management System that is compliant with ISO9001 or equal throughout the commissioning and testing periods.

Environmental Management System

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

[8] The Authority is to consider any specific requirements it has in relation to civil/building or M&E works.

PR3 SERVICE REQUIREMENTS

PR 3.1 Diversion Targets

Contract Waste Landfill Diversion

3.1 In each Contract Year the Contractor shall not exceed the Target Unprocessed Landfill Tonnage or the Target Unprocessed Landfill Tonnage as defined in the [Payment Mechanism].

PR3.2 Environmental Management

Impact on the Local Environment[9]

3.2 The Contractor shall develop, maintain and update monthly an Environmental Impact Control Plan included in the relevant Method Statement.

3.3 The Environmental Impact Control Plan shall include all procedures and actions required by the Contractor to:

i) minimise the environmental impacts of transporting, receiving, treating and disposing of Contract Waste and Third Party Waste including but not limited to the impacts from:

a) light;
b) noise;
c) vermin and other pests;
d) litter;
e) flies;
f) dust;
g) emissions;
h) odour; and
i) traffic.

ii) to meet the environmental conditions contained or referred to within the Consents;
iii) to meet all Legislation; and
iv) where, practical, minimise amenity impacts on the local population,

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

3.4 The Contractor shall comply with the latest version of the Environmental Impact Control Plan.

3.5 The 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.

Contingency Plan

[9] Authorities may consider that the issues dealt with in the Environmental Input Control Plan are dealt with in the Consents required for the operation of the Facility and regulated by the Environment Agency. If so, this provision may be deleted.

3.6 The Contractor shall develop and agree with the Authority a Contingency Plan that identifies how the Services will be provided in the event that the Authority is required to deliver Contract Waste to a Contingency Delivery Point on a permanent or temporary basis or during emergency situationsThe Contingency Plan shall include:

(i) Location(s) of Contingency Delivery Point(s);
(ii) Arrangements for the redirection of Contract Waste to Contingency Delivery Point(s); and
(iii) Details of any impact on the Services as a result of using the Contingency Delivery Point(s).

The first Contingency Plan shall be delivered to the Authority [ ] months prior to Service Commencement.

3.7 The Contractor shall submit any proposed changes to the Contingency Plan to the Authority in accordance with the Review Procedure.

3.8 The Contractor shall notify the Authority prior to implementing the Contingency Plan.

3.9 The Contractor shall provide an updated Contingency Plan to the Authority within [ ] days of a change agreed pursuant to paragraph 3.7.

3.10 The Contractor shall confirm within [ ] days of each Contract Year that the Contract Plan is up to date.

3.11 The Contractor shall ensure that the ground within [ ] metres of the boundary of each Site(s), including but not limited to access roads and adjoining land to which the Contractor can lawfully obtain access without payment of monies, are kept free from litter and fly tipped waste.

3.12 Where waste referred to in paragraph 3.10 above is brought to the attention of the Contractor by the Authority then:

a) within [ ] minutes of being notified the Contractor shall, contain and control such waste with consideration to its health and safety obligations; and
b) within [ ] hours the Contractor shall remove and dispose of the litter or fly-tipped waste and clean up any affected surrounding area.

3.13 The Contractor shall remove from the Site(s) and transport all Contract Waste in accordance with the relevant Method Statement.

3.14 The Contractor shall only store Contract Waste in designated on-Site(s) storage Facilities.

PR3.3 Operational Interface

Delivery

3.15 The Contractor shall accept Contract Waste delivered by an Authorised Vehicle during the Opening Hours agreed for specified Delivery Points as noted below.

[Authority to state – will depend on Consents.]

3.16 The Contractor shall accept Contract Waste outside the Opening Hours where requested by the Authority provided always that such requests are reasonable and consistent with all Consents. The Authority shall provide [ ] hours notice of the requirement for the delivery of Contract Waste outside the Opening Hours.[10]

3.17 The Contractor shall implement the Non Authorised Vehicle Acceptance Procedure for each occurrence where Contract Waste is delivered to a Site in a vehicle not previously notified in advance to the Contractor as an Authorised Vehicle or without the correct written or electronic authorisation.

3.18 The Contractor shall ensure a maximum turnaround time of no more than [ ] minutes per Authorised Vehicle delivering Contract Waste from entering a Site, be weighed, monitored, discharge and leave the Site of [ ] minutes.

3.19 The 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.

Third Party Waste

3.20 The Contractor shall be entitled to process Third Party Waste at the Site(s) provided that Contract Waste shall be accepted and treated in priority to Third Party Waste.

Enquiries and Complaints Plan

[10] Extended Opening Hours and associated costs, and process for agreeing same to be subject to bidders' proposals and limitations within Consents.

3.21 The Contractor shall develop an Enquiries and Complaints Plan that sets out the procedures to follow for managing questions, complaints and disputes relating to the operation of the facilities and the performance of the services.

3.22 The Contractor shall implement the Enquiries and Complaints Plan for all complaints received by the Contractor within [ ] hours.[11]

Best Value

3.23 The Contractor shall undertake or refrain from undertaking such actions as the Authority shall reasonably request under the relevant Best Value and Continuous Improvement Schedule.

3.24 The Contractor shall comply with requests for information, data or other assistance to enable the Authority to undertake and produce the annual Best Value Performance Plan, Best Value Reviews for the Authority's waste operations, the Authority's waste strategy and the Comprehensive Performance Assessment. 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 [ ] Business Days of receiving the request.

3.25 The Contractor shall review his operational practices and processes to identify ways to improve the efficiency of the Service and, where reasonably practical and economically advantageous to do so, shall implement updated practices and procedures. The Contractor shall report such identified and prepared improvements within the Monthly Service Report.

Information

3.26 The Contractor shall utilise a computerised data handling system which shall be electronically linked to the weighbridge and shall generate the weights of the Contract Waste and any Third Party Waste delivered without the need for manual input.

3.27 The Contractor shall inspect, monitor, weigh and electronically record, 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:

[11] The requirement for an Enquiries and Complaints Plan will depend upon the extent to which there is access to any Site operated by the Contractor. If there are no Sites to which the public has access within the scope of the Project, then the Enquiries and Complaints Plan may not be required. Where the public does have access to a Site, the Authority may wish to use the Enquiries and Complaints Plan to cater for Customer Satisfaction surveys as a means of assessing the Contractor's performance.

a) Date;
b) Description of waste;
c) Gross and net weights;
d) Disposal contractor number;
e) Registered Contract Waste/Third Party Waste carrier number;
f) Source/destination of waste/product/residue;
g) Time of arrival/departure;
h) Vehicle registration number; and
i) Driver name and reference number.

3.28 In the event of breakdown of a weighbridge installation, a manual auditable recording system shall immediately be implemented and maintained in operation. Weighbridges shall be calibrated in accordance with the requirements of Trading Standards.

3.29 The Contractor shall issue a copy of the weighbridge ticket to each vehicle which transports Contract Waste and residues to or from any of the Facilities and/or Sites and shall keep copies of such tickets for a period of seven years.

3.30 The Contractor shall prepare a Monthly Service Report and submit it to the Authority within [ ] Business Days after the Contract Month end. The Monthly Service Report shall set out all information required by the Authority to verify the performance of the Contractor and the Monthly Payment in respect of the Contract Month just ended. The Monthly Service Report should include but is not limited to:[12]

a) the status of any actions from the previous Monthly Service Report;
b) details of all Contract Waste and Third Party Waste accepted by the Contractor including but not limited to:
   i) total tonnage of Contract Waste and Third Party Waste;
   ii) number of separate deliveries;
   iii) quantity of Contract Waste and Third Party Waste stored on Site(s) and the beginning and end of the relevant Contract Month at the beginning and end of the Contract Month;
   iv) quantity of Contract Waste and Third Party Waste treated;
   v) sources and type of Contract Waste and Third Party Waste; and
   vii) number of vehicles and tonnage or estimated tonnage of Contract Waste rejected prior to discharge.
c) details of all Contract Waste, Third Party Waste and process residues removed from the Site(s) including but not limited to:

[12] Authorities to consider what information is required in the Monthly Service Report – the matters set out below are indicative only.

i) total tonnage (broken down by type e.g. Contract Waste, Third Party Waste, ash, compost etc) of Waste to Landfill;
ii) number of outgoing loads; and
iii) destination;

d) data and information required for the purpose of determining the Unitary Charge in accordance with the Payment Mechanism and including the relevant Monthly Service Report and invoicing requirements;
e) details of any breaches of Legislation or Consents by the Contractor in relation to the provision of the Services;
f) a statement of the status of all Consents and any applications for new or amended Consents;
g) a resume of the reasons for any delay in the provision of the Service together with details of the actions and timetable to be taken to mitigate delays;
h) a summary statement of any changes requested by the Authority or by the Contractor;
i) details of any outstanding information required by the Authority and/or Contractor in connection with the Contract;
j) details of each instance of the events or circumstances resulting in Non-Acceptance Deductions or Mileage Deductions or Performance Deductions;
k) details of any complaints received from the public and/or the Authority;
l) details of any health, safety or welfare related issues including any RIDDOR reportable incidents;
m) details of any fires and the reasons for the fires occurrence along with the Contracts proposals to prevent future reoccurrence;
n) any relevant training initiatives undertaken or planned;
o) details of any maintenance carried out; and
p) any other matter reasonably required by the Authority in relation to the Project.

3.31 The Contractor shall submit to the Authority, within [ ] 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.

3.32 The Contractor shall ensure that the Annual Services Report includes all relevant information required to support the Authority's Best Value obligations and processes as detailed in the relevant Best Value and Continuous Improvement Schedule.

3.33 The Contractor shall upon a written request from the Authority, promptly provide such written evidence or other supporting information as the Authority

may reasonably require for verifying and auditing the information and other material contained in either the Monthly Service Report or the Annual Services Report. The Authority may make comments on and/or make objections to the written evidence, supporting information, Monthly Service Report or Annual Services Report and in such cases shall provide the Contractor with written comments and/or objections within [ ] Business Days of receipt of the evidence, information or Monthly Service Report or Annual Services Report as the case may be.

3.34 The Contractor shall provide within [ ] Business Days of a request from the Authority, provide information to support the Authority's internal and external public relations activities in connection with the Project.

3.35 The Contractor shall:

a) ensure that all systems comprising the Management Information System shall be maintained in accordance with Good Industry Practice and shall be capable of interfacing electronically with those of the Authority and shall follow principles of transparency and auditability; and

b) permit the Authority and Authority Personnel unfettered access to the management Information System, on a real time industry-standard machine-readable format.

3.36 The Management Information System shall as a minimum, record the information required to produce all the reports required under this Schedule:[13]

a) Waste delivery and disposal records;
b) Plant performance;
c) Performance monitoring data;
d) Details of all Performance Standard Failures; and
e) Details of any RIDDOR failures.

Contractor 24 hour Contact

3.37 The Contractor shall ensure a senior member of Personnel is available to provide a direct contact point for the Authority 24 hours a day throughout the period from the date of the Acceptance Test Certificate to the expiry of the Contract.

[13] To be removed by the Authority on a project by project basis.

Planned Maintenance

3.38 The Contractor shall undertake Planned Maintenance which includes all maintenance of the Facilities to comply with the manufacturer's requirements, Operating Manuals, Method Statements, agreed lifecycle replacement and to achieve the Works Quality Standards set out in Appendix A.

3.39 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.

3.40 As part of the Planned Maintenance, the Contractor shall produce and issue to the Authority a detailed Annual Schedule of Planned Maintenance which shall be submitted to the Authority [ ] months in advance of the Planned Service Commencement Date and subsequent anniversary. This shall include but not be limited to information relating to all implications arising from carrying out the proposed maintenance and all implications on the Authority's operations while the maintenance is in progress.

3.41 The Contractor shall supply a Monthly Schedule of Planned Maintenance which shall be submitted to the Authority [ ] 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.

3.42 The 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.

3.43 The Contractor's Planned Maintenance shall be consistent with the design philosophy and component life expectancy and shall be commensurate to maintaining the Facility(s) in a robust operational status with normal wear and tear. This Service shall lead to a Facility(s) with a Minimum Residual Life.

3.44 The 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.

Quality Management System

3.45 The Contractor shall implement a Quality Management System that is compliant with ISO9001 or equal at all times following the actual Services Commencement Date.

3.46 The 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 [ ] Contract Months) and report the findings of such audit to the Contractor and the Authority;
c) audit any sub-contractor's Quality Management Systems, as a minimum every [ ] Contract Months, to ensure the Contractor's overall compliance with the Contract and report the findings of such audits to the sub-contractors and the Authority;
d) review the Quality Management System at intervals agreed with the Authority to ensure their continued suitability and effectiveness; and
e) liaise with the Authority on all matters relating to quality assurance.

Environmental Management System

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

3.48 The 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 [ ] 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 [ ] 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;
c) review the Environmental Management System at intervals agreed with the Authority to ensure their continued suitability and effectiveness; and

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

Health and Safety

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

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

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

3.50 The 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.

3.51 The Contractor shall carry out the Services in a manner which is consistent with the adopted fire strategy for the Site(s) and Facilities.

3.52 The Contractor shall continually review the risks of fire associated with the Facilities including taking account of prevailing Good Industry Practice.

3.53 The Contractor shall make any necessary changes to the fire strategy and propose Contractor changes to the relevant Method Statement to take account of prevailing Good Industry Practice.

Fire Safety

3.54 The Contractor has on the occurrence of any fire, acted in accordance with the agreed Fire Strategy.

Resourcing

3.55 The Contractor shall employ sufficient Personnel to ensure that Services are provided at all times and in all respects. The Contractor shall ensure that a sufficient reserve of Personnel is available to meet all obligations during holidays and absences.

3.56 The Contractor shall provide the Authority with any information the Authority reasonably 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.[14]

3.57 The 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.

3.58 The Contactor shall notify all Personnel and potential Personnel of the requirement that they must disclose any convictions and shall notify the Authority of any convictions immediately. The Contractor shall also provide copies of any unspent convictions to the Authority upon request.[15]

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

[14] The extent of the Contractor's ability to comply with such requests will be governed by the Data Protection Act 1984.
[15] The extent of the Contractor's ability to comply with such requests will be governed by the Data Protection Act 1984.

3.60 The 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, trained and instructed and the information recorded within their personal training records (including if practicable by way of continuing professional development) with regard to:

a) the task that the individual has to perform;
b) all the provisions of this Contract relevant to the duties to be performed;
c) the standing instructions and procedures, where relevant, to the Services;
d) all relevant health and safety hazards, rules, policies and procedures concerning health and safety at work and all other mandatory and statutory requirements;
e) fire precautions and fire procedures;
f) the need for Personnel to show courtesy and consideration at all times; and
g) improving energy and resource efficiency on the Facilities in line with mandatory standards and performance improvement targets.

3.61 In carrying out the duties described in this Schedule, the 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.

Signage

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

Operation of Visitor Centre

3.63 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.

3.64 The Visitor Centre shall be free of charge to visitors and any Authority Related Party.

3.65 The Contractor shall provide and maintain in good and workable condition all of the audio-visual aids (including a projector and screen).

3.66 The ceilings, walls, floors and windows of the Visitor Centre shall be reasonably free of damage or deterioration (including grids and tiles where appropriate).

Transfer and Haulage

3.67 The Contractor shall prepare, maintain and implement a Waste Transport Plan to address all activities involving the Contractor's vehicle fleet and associated traffic management arrangements (including signage) to and from Sites, and including proposed transport routes.

Road Vehicles and Containers

3.68 Contract Waste, products and residues shall only be transported in enclosed containers or on netted / sheeted vehicles.

Management of Products and Residues from Contract Waste

3.69 The Contractor shall prepare, maintain and implement a Marketing Plan which sets out the Contractor's policies and strategies with regard to the marketing and sale of products.

3.70 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.

Final Disposal

3.71 Final disposal shall be provided for all process residues and rejects that cannot otherwise be Recycled, Composted or Recovered.

3.72 The Contractor shall ensure that adequate landfill capacity exists for all process residues and rejects for the term of the Contract.

3.73 The Contractor shall supply the Authority with full details of the landfill site(s) to be used and copies of all Necessary Consents.

3.74 The Contractor shall agree with the Authority any proposed changes or substitution of landfill sites in accordance with clause 32 of the Contract, and update the Service Delivery Plan accordingly.

PR4 HANDBACK REQUIREMENTS

Handback Requirements

4.1 The Contractor shall develop a Handback Plan in accordance with the relevant Method Statement and submit it in accordance with the Review Procedure to the Authority within the first calendar year following the Services Commencement Date. The Handback Plan shall outline the agreed timetable and activities required for all significant events leading up to the handback of the Facilities to the Authority for use at either the Expiry Date or on early termination of the Contract. The Handback Plan shall cover as a minimum:

a) land interests associated with the Site(s);
b) the updated and complete Contracts;
c) all Assets associated with the Site(s);
d) any ongoing liabilities; and
e) all personnel associated with the Facilities and which are proposed to form part of the Handback Plan.

4.2 The Handback Plan shall include a programme which shall be updated as required during the lifetime of the Contract and shall be agreed with the Authority, prior to the Handback Plan being updated.

4.3 The Contractor shall comply with the Handback Plan at all times during the handback process.

4.4 The Contractor shall handback the Facilities in a physical and operational condition which will ensure the Minimum Residual Life. The condition shall be subject to agreement with the Authority, and subject to surveys, in accordance with the relevant part of the Contract.

4.5 The Contractor shall ensure that any remedial work required by the Authority is carried out and completed to the Authority's satisfaction at the Contractor's cost before the Expiry Date.

4.6 The Contractor shall at the Contractor's cost, provide all necessary training to all personnel which the Authority form part of the Handback Plan and which the Authority nominates for the running of the Facilities as a minimum one Contract Month before the planned Expiry Date ensure the continued operation of the Site(s).

APPENDIX A

WORKS QUALITY STANDARDS

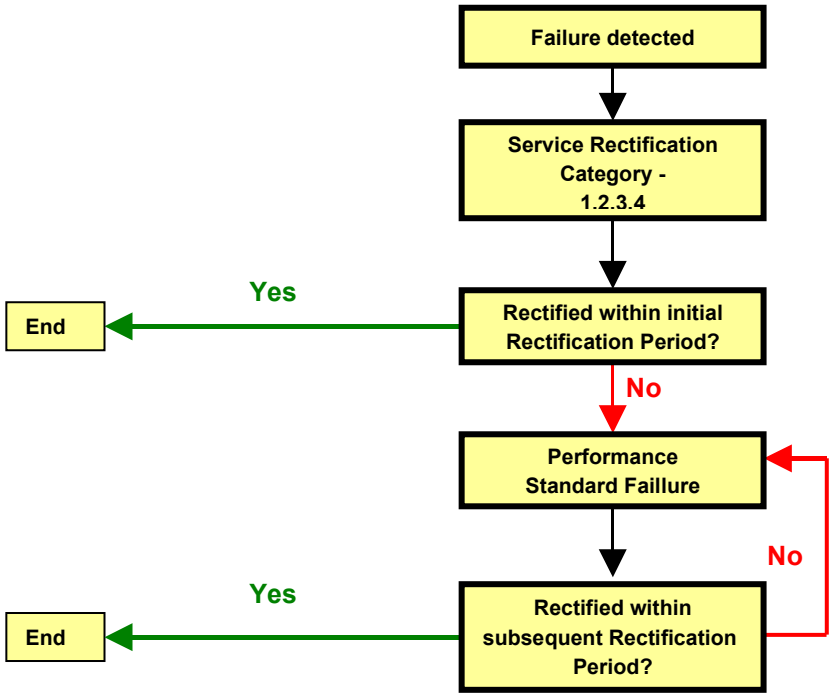
Structures and Buildings:	i) Structurally sound , secure and weatherproof; ii) Free from damage and deterioration; and iii) Free from dirt, discolouration, extraneous growth, pests and vermin.
Plant and Equipment:	i) Function as intended and operates in accordance with the manufacturers requirements; ii) Structurally sound , secure and weatherproof; iii) Free from damage and deterioration; and iv) Free from dirt, discolouration, extraneous growth, pests and vermin.
Road/Hard Landscape:	i) All roads and car parking marks clearly visible; ii) Have reasonably even and intact surfaces; iii) Free from any damage; iv) Free of deterioration which represents tripping hazards; v) Be maintained so as not to cause damage to any vehicles using the Facility; vi) Be kept reasonably free of snow, mud, waste and ice such that the Facilities are safe to use; and vii) Be approved as necessary by the Relevant Authorities.
Fencing:	i) Structurally sound, intact , secure and weatherproof; and ii) Free from damage and deterioration.

PART B
PERFORMANCE MEASUREMENT FRAMEWORK

Overview

Figure 1 illustrates the Performance Measurement Framework that will measure how many Performance Standard Failures will apply for any failure to achieve the required Performance Standards.

Figure 1: The Performance Measurement Framework



1. If the Contractor fails to meet any of the Performance Standards set out in this Schedule and the failure has not been remedied within the applicable Rectification Period (if any) as set out in Table 3,[16] a Performance Standard Failure shall be

[16] The structure and content of Table 3 provides an indication of how a Performance Measurement Framework should be developed. However, it is not fully drafted and should be used as a starting point for a more complex and precise document.

recorded.

2. If a default continues beyond the applicable Rectification Period further Performance Standard Failures will accrue for that continuing default at the rate of one per subsequent Rectification Period.

3. Where a failure to meet a Performance Standard has no Rectification Period identified in Table 3, the applicable Performance Standard Failure will accrue immediately upon the occurrence of such failure and will arise as often as the event is monitored as set out within the Performance Requirements within this Schedule.

4. The first Rectification Period shall run from the earlier of:

   a) the time the Contractor detects a failure to meet a Performance Standard at the Normal Monitoring Point or the time at which the Contractor ought reasonably to have been aware of the failure; or

   b) the time at which the Authority notifies the Contractor of a failure to meet a Performance Standard;

   and each subsequent Rectification Period shall run from the expiry of the previous Rectification Period.

5. The Normal Monitoring Point is the latest time at which monitoring should have been carried out by the Contractor under the Performance Measurement Framework. Evidence that the Performance Standard is being met, or identification of any failure and its subsequent rectification, will be recorded at the specified Monitoring Frequency (time/day) as set out in Table 3.

Table 1: Rectification Periods

Service Rectification Category	Narrative	Service Rectification Period Permitted
Category 1	Emergency	[ ] minutes
Category 2	Urgent	[ ] hours
Category 3	Necessary	[ ] hours
Category 4	Routine	[ ] hours or such other period as may be agreed by the Authority acting reasonably in the circumstances

Table 2: Monitoring Frequency

Period	Label
Daily	D
Weekly	W
Monthly	M
Annual	A
Per Occurrence	PO

THE AUTHORITY AND ITS ADVISERS SHOULD CAREFULLY REVIEW AND CONSIDER THE APPROPRIATE RECTIFICATION AND PERFORMANCE DEDUCTION CATEGORIES FOR EACH PERFORMANCE STANDARD AND THE DETAIL FOR EACH PERFORMANCE STANDARD MONITORING METHODOLOGY.[17]

Table 3: Performance Standards

PR3.2 Environmental Management

Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category[18]
3.2	The Contractor has developed, maintained and updated monthly an Environmental Impact Control Plan.	[4]	PO	Receipt of Environmental Impact Control Plan.	[C]
3.4	The Contractor has complied with the Environmental Impact Control Plan.	[4]	M	Services carried out in accordance with the Environmental Impact Control Plan.	[C]
3.6	The Contractor has provided a Contingency Plan.	[4]	PO	Receipt of Contingency Plan [ ] months prior to Service Commencement	[A]
3.7	The Contractor has updated the Contingency Plan in accordance with the Review Procedure.	[4]	M	Receipt of updated Contingency Plans.	[C]

[17] The wording of the Performance Measurement Framework is indicative only and should only be used as a guide to the issues that need to be addressed in contractual drafting.

[18] Please refer to the Performance Deductions Per Performance Standard Failure Table in Appendix 4 of the Payment Mechanism drafting (Module 4).

Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category
3.8	The Contractor has notified the Authority prior to implementing the Contingency Plan.	[1]	PO	Record of notification prior to implementation.	[C]
3.9	The Contractor has provided an updated Contingency Plan to the Authority within [ ] days of a change agreed pursuant to paragraph 3.7.	[4]	PO	Receipt of updated Contingency Plan	[B]
3.10	The Contractor has confirmed within [ ] days of each Contract Year that the Contract Plan is up to date.	[3]	A	Receipt of confirmation	[C]
3.11	The Contractor has kept the site boundary ([ ] meters) free from litter and fly tipped waste	[4]	D	Record in Site Diary	[C]
3.12(a)	The Contractor has contained and controlled any litter or fly-tipped waste within [ ] minutes of the waste being observed or notified by the Authority.	[2]	D	Authority has notified Contractor of litter or fly-tipped Waste and Contractor has responded within timescale.	[B]
3.12(b)	The Contractor has removed or cleaned up any litter or fly-tipped waste within [ ] hours of the waste	[3]	D	Authority has notified Contractor of litter or fly-tipped Waste and	[D]

Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category
	being observed or notified by the Authority.			Contractor has responded within timescale.	
3.13	The Contractor has transported Contract Waste in accordance with the relevant Method Statement.	[4]	D	Record in Site Diary.	[D]
3.14	The Contractor has stored Contract Waste in designated on-Site storage facilities	[4]	D	Record in Site Diary.	[D]

PR3.3 Operational Interface

Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category
3.17	The Contractor has implemented the Non-Authorised Vehicle Acceptance Procedure.	[3]	PO	In accordance with the [*refer to relevant Method Statement*].	[E]
3.18	Authorised Vehicles [AQ: check insertion] have achieved the required turnaround time of no greater than [ ] minutes.	[2]	PO	Electronic records of Authorised Vehicles [AQ: check insertion] entering and exiting the Site consolidated to show the number on Site.[19]	[C]
3.19	The Contractor has provided any necessary assistance in unloading Contract Waste.	[3]	PO	In accordance with the [*refer to relevant Method Statement*].	[E]
3.22	The Contractor has implemented the approved Enquiries and Complaints Plan within [ ] hours of receiving a complaint.	[3]	PO	In accordance with the Enquiries and Complaints Plan.	[E]
3.23	The Contractor has undertaken or refrained from undertaking such actions as requested by the Authority.	[4]	PO	Compliance with written instructions made by the Authority and within an	[E]

[19] Vehicles failing to leave the Site within the specified turnaround time as a result of mechanical breakdown or the actions or the inactions of the driver should be excluded from the total. [AQ: check insertion]

Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category
				agreed timescale, both parties acting reasonably and in accordance with the [*refer to relevant Method Statement*].	
3.27	Each load of Contract Waste brought to the Site(s) and Contract Waste removed from the Site(s) has been weighed and as a minimum the relevant information has been [electronically [AQ: remove?]] recorded.	-	PO	Complete electronic records for information specified in PR3.3; and in the format detailed in the [*refer to relevant Method Statement*].	[E]
3.28	The Contractor has implemented the manual recording system during any breakdown of a weighbridge installation	[4]	PO	Monthly review of the Services Plan	[A]
3.29	The Contractor has issued a copy of the weighbridge ticket to each vehicle which transports Contract Waste and residues to and from any of the Facilities and/or Sites.	N/A	PO	Contractor's computerised records	[D]
3.24 & 3.30 to 3.34	The Contractor has provided the information set out within the specified timescale.	[4]	PO	Receipt of information within timescale.	[E]

Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category
3.37	A nominated contact has been available 24 hours a day.	[1]	PO	Authority records of date and time when contact was attempted but failed.	[E]

PR3.4 Facilities and Contract Management

Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category
3.38	The requirements set out in PR3.4 have been satisfied.	[4]	D	In accordance with the [*refer to relevant Method Statement*].	[E]
3.40, 3.41 & 3.56	The Contractor has provided the information set out within the specified timescale.	[4]	PO	Receipt of information within timescale.	[E]
3.42	The Contractor has complied with the Monthly Schedule of Planned Maintenance and completed all planned maintenance identified in the plan by the end of the Contract Month.	[4]	M	Written record of Monthly Schedule of Planned Maintenance and written record of maintenance carried out in the Contract Month within the Monthly Service Report.	[C]
3.45	The Contractor has implemented a QMS that is compliant with ISO9001	[4]	M	In accordance with the relevant Method Statements.	[C]
3.46	The Contractor has appointed a Quality Manager	[4]	M	In accordance with the relevant Method Statements.	[D]
3.47	The Contractor has implemented an EMS that is compliant with ISO14001	[4]	M	In accordance with the relevant Method Statements.	[C]
3.48	The Contractor has appointed an Environmental Management Manager.	[4]	M	In accordance with the relevant Method Statements.	[D]

Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category
3.49(a)	The Contractor has reported all reportable incidents.	[4]	M	Written record of all incidents in Monthly Service Report contains all details of reportable incidents and date and time reported to relevant body.	[E]
3.49(b)	The Contractor has a record of all health and safety records and documentation maintained and up to date. [20]	[4]	M	Documents are available to the Authority when requested.	[E]
3.53	The Contractor has implemented changes following a review of Best Practice.	[4]	A	Changes implemented within 12 months following review and identification of best practice.	[E]
3.54	The Contractor has on the occurrence of any fire, acted in accordance with the agreed fire strategy.	-	PO	Authority review of fire incident report.	[E]
3.62	The Facilities and designated areas at each Site have sufficient clear,	[4]	M	In accordance with the relevant Method	[B]

[20] Where a Visitor Centre is included, the Performance Measurement Framework should be extended to cover Performance Standard Failures at the Visitor Centre.

Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category
	visible and legible signage to safely divert Authorised Users around the Site and such signage has been kept up to date and has been reasonably free from damage.			Statements.	
3.63	The Visitor Centre has been available as a minimum five days a week to include Saturdays, Sundays and bank holidays, but excluding Christmas Day, Boxing Day and New Years Day.	N/A	M	In accordance with the relevant Method Statements.	[A]
3.65	The Contractor has provided and maintained in good and workable condition all of the audio-visual aids	[4]	M	In accordance with the Monthly Schedule of Planned Maintenance.	[B]
3.66	The Contractor has kept the ceilings, walls, floors (including grids and tiles where appropriate).and windows of the Visitor Centre reasonably free of damage or deterioration	[4]	M	In accordance with the Monthly Schedule of Planned Maintenance.	[A]
3.67	The Contractor has prepared, maintained and implemented a Waste Transport Plan	[4]	M	In accordance with the relevant Method Statement.	[A]
3.68	The Contractor has only transported Contract Waste, products and residues in enclosed containers or on	[4]	M	In accordance with the relevant Method Statement.	[A]

Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category
	netted / sheeted vehicles.				
3.69	The Contractor has prepared, maintained and implemented a Marketing Plan.	[4]	M	In accordance with the relevant Method Statement.	[D]
3.73	The Contractor has supplied the Authority with full details of the landfill site(s) to be used and copies of all Necessary Consents.	[4]	M	Receipt of information within the agreed timescale.	[E]
3.74	The Contractor has agreed with the Authority any proposed changes or substitution of landfill sites in accordance with clause 32 of the Contract, and has updated the Service Delivery Plan accordingly.	[4]	M	Regular review of the Service Delivery Plan.	[E]

PR4: Handback Requirements.

Performance Standard Ref	Performance Standard	Rectification Category (ref: Table 1)	Monitoring Frequency (ref: Table 2)	Performance Standard Monitoring Methodology	Performance Deduction Category
4.1	The Contractor has developed a Handback Plan as required in the Handback Requirements.	[4]	PO	Receipt of Handback Plan within the stated timescale.	[E]
4.2	The Contractor has included a Handback programme within the Handback Plan.	[4]	PO	Receipt of the Handback Plan as part of the Handback Plan within the stated timescale.	[E]

PART C

DEFINITIONS

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

Acceptance Test Certificate	means a certificate issued by the Independent Certifier that the Acceptance Tests have been satisfied;
Acceptance Tests	means the Tests so described in Schedule 11 (Tests) of the Contract;
Adjoining Property	means any land and/or property adjoining or in the neighbourhood of the Site(s) and each and every part thereof including all conduits, roads, footpaths, walls, fences, buildings and other erections and all service media and other apparatus on, under or within such land and/or property;
Agreed Form	means in relation to any document, the form of the document agreed between the Parties and initialled by or on behalf of the Parties for the purpose of identification; [21]
Annual Services Report	has the meaning given to it in paragraph 3.1 (Annual Services Report and Annual Services Plan) of Schedule 15 (Best Value and Continuous Improvement) of the Contract;
As Built Drawings	means drawings, technical information, models, operation and maintenance manuals to encompass the method of construction, manufacture, operation and maintenance of each element of a Facility in sufficient detail to allow a competent person to understand all material elements of the construction of the Facility and to maintain, dismantle, reassemble, adjust and operate all plant and equipment forming the same;
Assets	means all assets and rights to enable the Authority or a successor contractor to own, operate and maintain the Project in accordance with this Contract including:- (a) any land or buildings; (b) any equipment;

[21] Such documents should be annexed to the Project Agreement.

(c) any books and records (including operating and maintenance manuals, health and safety manuals and other know how);

(d) any spare parts, tools and other assets (together with any warranties in respect of assets being transferred);

(e) any revenues and any other contractual rights; and

(f) any intellectual property rights,

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

Authority's Policies means the policies of the Authority referred to in Schedule 13 (Authority's Policies) of the Contract;

Business Day means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;

Commencement Date means the date of the Contract;

Commercial Waste has the meaning given in Section 75(7) of the EPA;

Construction Programme means the programme for the carrying out of the Works as contained in Part III of Schedule 3 (Contractor's Proposals) of the Contract;

Contingency Plans means the contingency arrangements set out in the Method Statements;

Contract Month means each successive calendar Month in a Contract Year;

Contract Period means the period from and including the Commencement Date to the Expiry Date, or if earlier, the Termination Date;

Contract Waste means all Municipal Waste arising delivered by or on behalf of [or with the agreement of] the Authority [or the WCAs under the Authority's direction]. [Contract Waste does not include for the avoidance of doubt [any project specific exclusions to be included here]];[22]

Contract Year means a period of twelve (12) Months commencing on 1 April, provided that:-

[22] NB Exceptions are a key bid back item and are project specific.

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

(b) the final Contract Year shall be the period commencing on 1 April immediately preceding the last day of the Contract Period and ending on that day;

Contractor [*insert name of project company*];

Contractor's Proposals means the proposals of the Contractor to deliver the Project to satisfy the Authority's Requirements, as set out in Schedule 3 (Contractor's Proposals) of the Contract;

Delivery Point means the point of discharge of Contract Waste as defined within the relevant Method Statements;

EPA means the Environmental Protection Act 1990;

Equipment means all moveable plant and equipment [to be provided and maintained by the Contractor in order to comply with its obligations under this Contract;[23]

Expiry Date means the [xth] anniversary of [the Effective Date] [the date of the Contract];

Facility means [*specify the treatment facilities*] and all supporting infrastructure including associated plant and amenities and 'Facilities' shall be interpreted accordingly;

Handback Requirements means the requirements on termination or expiry of the Contract set out in PR4;

Household Waste has the meaning attributed to it in Section 75(5) and Section 89 of the EPA and Schedules 1 and 2 of the Controlled Waste Regulations;

Independent Certifier means the person appointed jointly by the Authority and the Contractor to act as independent certifier to the Project in accordance with the Independent Certifier's Deed of Appointment;

Independent Certifier's Deed of Appointment means the deed of appointment of the Independent Certifier in the Agreed Form;

[23] This needs to be considered on a project specific basis.

Legislation	means:- (a) any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978; (b) any exercise of the Royal Prerogative; and (c) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom;
Method Statements	means the Works Method Statement and the Services Method Statements;
Month	means any month in a Contract Year provided that:- (a) the first Contract Month shall commence on the Commencement Date and end on the last day of the month in which the Commencement Date occurs; and (b) the last Contract Month shall begin on the first day of the month in which the last day of the Contract Periods occurs and end on that day, and the term Months shall be construed accordingly;
Municipal Waste	means all waste which by virtue of Legislation a local authority has a statutory duty or power to collect, including (without limitation) Household Waste, Commercial Waste, fly tips and street cleansing arisings;[24]
Opening Hours	means the specified hours of operation of each relevant Facility set out in Part II (Method Statements) of Schedule 3 (Contractor's Proposals) of the Contract;
Operating Manual	has the meaning given to it in Clause 28.1 (Maintenance of Manual) of the Contract;
Party	means a party to the Contract and 'Parties' shall be construed accordingly;
Performance Deductions	has the meaning given to it in Schedule 4 (Payment Mechanism) of the Contract;[25]

[24] See note to definition of Contract Waste.

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

Planned Readiness Date	means [*fixed date by which the Readiness Test Certificate is planned to be issued*] or such other date as the Parties may agree;
Project	means the provision of waste management services to the Authority by the Contractor as contemplated by this Contract including the carrying out of the Works and the provision of the Services;
Readiness Date	means in respect of a Facility the date on which the Readiness Test Certificate is issued in respect of that Facility or in the event of referral for determination under the Dispute Resolution Procedure pursuant to Clause 21.4.1 of the Contract the date upon which it is determined that the Facility passed the Readiness Tests;
Planned Service Commencement Date	means [fixed date by [on] which Service Commencement is planned to occur] or such other date as the Parties may agree;
Readiness Test Certificate	means a certificate issued by the Independent Certifier that the Readiness Tests have been satisfied;
Readiness Tests	means the Tests so described in Schedule 11 (Tests) of the Contract;
Rectification Period	has the meaning given to it in Schedule 4 (Payment Mechanism) of the Contract;[26]
Service Commencement	means the commencement of the Services;
Services	means the whole of the services or any of them to be provided by the Contractor pursuant to the Contract which are necessary for the Contractor to undertake in order to comply with the Service Requirements, the Services Method Statements and the other provisions of the Contract;
Services Commencement Date	means the date on which Service Commencement occurs in accordance with Clause 21 (Completion of the Works) of the Contract;
Services Period	means the period specified in Clause 3.2 (Commencement and Duration) of the Contract;
Services Method Statements	means the proposals for the method of providing the Services to satisfy the Service Requirements set out in Part II of Schedule 3 (Contractor 's Proposals) of the Contract;

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

Termination Date	means any date of early termination of this Contract in accordance with Part XII (Termination and Compensation on Termination) of the Contract;
Third Party Waste	means all waste received at the Facility(ies) other than Contract Waste;[27]
[WCAs]	[means [*specify waste collection authorities where relevant*]];
Works	means all of the works (including design and works necessary for obtaining access to the Site(s), commissioning and conduct of the Tests) to be undertaken in accordance with the Contract in accordance with the Works Requirements and the Works Method Statements; and
Works Method Statements	means part of the Contractor's Proposals as set out in Part I of Schedule 3 (Contractor 's Proposals) of the Contract.

[27] Refer to Clause 50 (Third Party Income) of the Contract and associated provisions in the Payment Mechanism and Authority's requirements.

The following definitions are used in this Schedule:

Annual Schedule of Planned Maintenance	means the schedule to be submitted by the Contractor on an annual basis containing the information prescribed in PR3.4 paragraph 3.38;
Authorised Vehicle	means the vehicles delivering Contract Waste to the Site(s) which the Authority has provided notification of to the Contractor for the delivery of Contract Waste;
Contingency Delivery Point	means the point of discharge of Contract Waste as defined within the Contingency Plan;
COSHH	means Control Of Substances Hazardous to Health Regulations 2002;
Enquiries and Complaints Plan	means the plan developed in compliance with the requirements prescribed in PR3.3;
Environmental Impact Control Plan	means the plan to be developed by the Contractor in accordance with PR3.2;
Minimum Residual Life	means the minimum operational life expectancy of the Facility(s) without major replacement of [ ] years from the Expiry Date;
Monthly Construction Progress Report	means the report to be submitted by the Contractor on a monthly basis containing the information prescribed in PR1 paragraph 1.49;
Monthly Schedule of Planned Maintenance	means the schedule to be submitted by the Contractor on a monthly basis containing the information prescribed in PR3.4 paragraph 3.41;
Monthly Service Report	means the report to be submitted by the Contractor on a monthly basis containing the information prescribed in PR3.3 paragraph 3.30;
Monitoring Frequency	means the period prescribed in Table 2 of Part B of this Schedule;
Non Authorised Vehicle Acceptance Procedure	means the agreed procedure developed by the Contractor for the processing of Authority vehicle which are not Authorised Vehicles;
Normal Monitoring Point	means the latest time a Performance Standard should be measured if the Contractor is complying with the Monitoring Frequency for that Performance Standard as set out in the Performance Measurement Framework;
Performance Measurement Framework	means the framework prescribed in Table 3 of Part B of this Schedule;
Performance Requirement	means each performance requirement as set out in this Schedule;

Performance Standard	means the Authority's Requirements as defined in PR1 to 4 inclusive;
Performance Standard Failure	means each event measured in accordance with the Performance Standard Monitoring Methodology where the Contractor fails to meet a Performance Standard;
Planned Maintenance	means the maintenance of the Facilities prescribed in PR3.4 paragraph 3.38;
PR	means Performance Requirement;
PS	means Performance Standard;
Quality Management System	means the system prescribed in PR3.4 paragraph 3.45;
RIDDOR	means Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;
Visitor Centre	means the centre referred to in PR1 paragraph 1.29; and
Works Quality Standards	means the standards prescribed in Appendix A.