

SCHEDULE 13

WORKS DELIVERY PLAN

Part 1

THE FACILITIES

1. Introduction

This Schedule details how the Contractor will deliver the Minor Facilities and meet the Specification for the Minor Facilities.

The Contractor will develop the Minor Facilities through the design stage and through each of the key development phases, such as planning, tendering, construction and commissioning and to actual operation. The Contractor shall also be responsible for securing Planning Permission and Environmental Permits for the Minor Facilities.

2. Service Plan Proposals

The Contractor has considered a combination of factors including population, size and density, communications network, volumes of waste and recyclables, travel times and environmental constraints.

The outcome of such consideration, together with the need to satisfy targets for waste recycling and the Landfill Directive, has led to the following service plan configuration for the Contract:-

- 1 x **Open-Windrow Composting Facility** at a site identified in accordance with Clause 15 (Land Issues) of the Project Agreement (the 'Composting Site')
- 2 x new **Transfer Stations** located in:
 - (a) Newark area (Brunel Drive, Newark)
 - (b) Bassetlaw area (Claylands Avenue, Worksop)
- Continued operation of the **Household Waste Recycling Centres ("HWRCs")**. It is noted that during the course of the Project some HWRCs will close and alternative new HWRCs will be used. The timetable for this is in accordance with Schedule 12 (Works Programme) and Schedule 23, (Service Delivery Plan) subject at all times to the provisions of Clause 15 (Land Issues).

Part 2

MANAGEMENT AND ADMINISTRATION

1. Project Development Team Structure

The Project Development Team shall be in place during the construction and commissioning phase up until the Services Commencement Date or shortly thereafter, at which point the ongoing maintenance and refurbishment of the Minor Facilities shall be the responsibility of the Contractor.

The Project Development Team will as a minimum comprise of the following individuals:-

- General Manager Nottinghamshire
- Veolia's Project Manager, Design, Engineering and Construction
- Veolia's Civil Engineer, Technical Direction – Construction
- Veolia's QHSE Advisor – Midlands Region
- Veolia's Planning Manager

Additional members of the team will be invited to attend as appropriate and when required.

In addition to the above resources, the Contractor may use external consultants. If planning consultants are utilised they will report to the Planning Manager who will oversee all planning matters for the Contract .

Part 3

SITE ACQUISITION

1. Introduction

As part of its overall facility infrastructure provision the Contractor proposes to procure sites using:

- Contractor-owned assets;
- New third-party sites.

This will be done on the basis set out in, and subject to, Clause 15, Land Issues.

The following provides a summary of the Contractors site and property acquisition strategy. Detailed information on Property matters is contained in Schedule 8.

Contractor owned assets

Freeth Street, Nottingham – Transfer Station

The Contractor will make available its Transfer Station at Freeth Street, Nottingham for the benefit of the Authority and appropriate contract services.

New third-party sites

The Contractor proposes, on the basis set out in Clause 15, to acquire new third-party owned land for the following:

Transfer Stations in Newark and Bassetlaw areas.

In accordance with paragraph 6.1.4 of the Specification (contained in Schedule 2), the Contractor will undertake, subject at all times to Clause 15 (Land Issues), to provide new transfer stations in the Newark & Sherwood and Bassetlaw WCA areas; preferred sites being:

- Newark & Sherwood area - Brunel Drive, Newark and
- Bassetlaw area - Claylands Avenue, Worksop

Each facility is scheduled to be operational in accordance with the Works Programme (contained in Schedule 12),

Contract Compost Facility

The Contractor continues to undertake to procure and develop a suitable site. This will be done in full consultation with the Authority in accordance with Clause 15 (Land Issues) to consider WCA and other Service Delivery matters.

2. Lease arrangements

For sites detailed above, except Freeth Street Transfer Station, the Contractor will occupy the sites under a sub-lease to the Authority who will hold Head leases with the various site landowners and pay for the annual site lease costs in accordance with the lease requirements. The Contractor will pay only a peppercorn rent to the Authority in line with Clause 15, Land Issues.

PLANNING & REGULATORY STATUS

1. Process for Obtaining Planning Permission

The Contractor shall be responsible for obtaining Planning Permission in for all the other Minor Facilities in accordance with Clause 16 (Consents) of this Contract.

2. Planning Status

Subject at all times to Clause 16 the Contractor shall obtain the necessary Planning Permissions for each of the Facilities set out below in order to comply with the timetable set out in Schedule 12 (Works Programme):-

i) ***Newark area Transfer Station & Bassetlaw area Transfer Station***

Full planning and Environmental Permits have been procured for both Waste Transfer Stations.

ii) ***Contract Compost Facility***

Full planning and Environmental Permit application will be required to be submitted for the Contract Compost Facility

3. Consents

The Contractor shall obtain and maintain and renew as required all necessary Consents in accordance with Clause 16, this includes an Environmental Permit a permit to be granted pursuant to and as defined in the EPR Regulations all Planning Permissions and all Planning Obligations.

The Contractor will require an Environmental Permit for:

- The Contract Compost Facility

Part 4

CONSTRUCTION STAGE

1. Minor Facilities

A ground conditions survey at the the Contract Composting Facility has not been conducted. This will be undertaken as part of the facility development programme. The Contractor confirms that it will accept ground condition risks for the Facilities at, Newark and Bassetlaw and the Contract Compost Facility.

2. Highways Works

The Contractor shall bear the risk of any required road improvement works at or around the Facilities which the Highways section of the Authority requires as part of the planning process.

3. Construction Control

The Contractor shall establish a Project Development Team, reporting to the General Manager, Veolia Nottinghamshire to oversee the delivery of the Minor Facilities. The Project Development Team shall be disbanded at or shortly after all relevant Services Commencement Dates have been reached.

The Contractor may, but is not obliged to, appoint Consulting Engineers to oversee the complete process from planning to commissioning. Liaison between the Contractor, any Consulting Engineers, the Construction Sub-Contractor and the appropriate Authorities will deliver Contractor Quality Control (CQC) and Construction Quality Assurance (CQA) in accordance with the Contractor's Quality Management criteria.

The Construction Contract for each Facility will be an institutionally recognised contract.

Copies of Veolia's standard contracts used for minor infrastructure are contained within Schedule 17.

4. Construction Sub-Contractors

4.1 Minor Facilities

The Construction Sub-Contractors for the Minor Facilities shall be appointed by the Contractor following a tendering exercise undertaken by the Project Development team

Part 5

Acceptance and Service Commencement

1. Introduction

- 1.1 Under Schedule 21 to this Contract, the Contractor is obliged to carry out Acceptance Tests for each relevant new Facility in order to demonstrate that the Acceptance Criteria have been achieved. Once the Acceptance Criteria have been met, the Authority will issue an Acceptance Certificate to allow the Facility to commence operation save as set out in paragraph 1.4 below.
- 1.2 The Acceptance Tests for the Facilities are set out at Clause 40 and Schedule 21, including the procedures to be followed when carrying out such Tests, the required standards for such Tests and the procedures for assessment by the Authority.
- 1.3 The Contractor shall include in the Works Programme (Schedule 12) the timetable for issuing notice to the Authority for conducting such Tests or inspections of the Facilities in accordance with this Contract.
- 1.4 The provisions of Clause 39 (New Refurbishment Works and New WTS Works) shall apply in respect of the completion of the New WTS Works and the provisions of this Part 5 shall not apply to the New WTS Works.

2. Commissioning & Tests

- 2.1 For the purposes of this Contract, the Contractor's commissioning strategy as described at paragraph 3.2 would apply to the Transfer Stations, and Contract Compost Facility.
- 2.2 For each relevant Facility, the Contractor will apply relevant Tests to ensure the Facility meets the specified standards. The Contractor (or the Construction Sub-Contractor on its behalf) will undertake the Tests at each Facility itself. The timescales associated for each aspect of this commissioning work are set out in Schedule 12 (Works Programme).
- 2.3 Once it has been established that the Acceptance Criteria for a Facility have been met, then the Works Period for that Facility shall end and the Service Period for that Facility shall commence. At this point on the basis set out in Clause 40 the Authority's obligation to pay the applicable Availability Payment shall commence.

3. Conduct of Tests for the Minor Facilities

- 3.1 The Contractor shall conduct (or shall procure that the Construction Contractor conducts) Tests relevant to each Facility. The format of such Tests relevant to a Facility shall be developed in accordance with Good Industry Practice and the provisions of the Construction Contract which shall for the avoidance of doubt include any Consent for the operation of that Facility. Details of the Tests to be carried out shall be set out in Schedule 21 (Availability Criteria and Tests).
- 3.2 The Contractor shall:
- 3.2.1 give 10 Business Days prior written notice to the Authority's Representative of the commencement and subsequent duration of Tests relevant to the Facility in question;
 - 3.2.2 invite the Authority's Representative to witness the carrying out of such Tests relevant to the Facility; and
 - 3.2.3 provide the Authority's Representative with all information reasonably required in relation to the carrying out of such Tests relevant to the Facility.
- 3.3 The Authority's Representative shall be entitled to comment on the carrying out of the Tests relevant to the Facility. The Contractor shall ensure that all due regard is given to such comment (if any) but shall not be bound by any such comment.

4. Time for Tests

- 4.1 All Tests relevant to a Facility shall be conducted in accordance with the Schedule 21.
- 4.2 If, the Authority's Representative or his/her nominee fails to attend at any time or place duly appointed by the Contractor (or the Construction Contractor on the Contractor's behalf) for witnessing Tests, the Contractor shall be entitled to proceed with the Tests relevant to the Facility and such Tests shall be deemed to have been carried out in the presence of the Authority's Representative. The Contractor shall forward to the Authority's Representative forthwith duly certified copies of the results of such Tests.

5. Delayed Tests

If any Tests relevant to the Facility are being unreasonably delayed by the Contractor the Authority's Representative may, by written notice, call upon the Contractor to make them within 21 Business Days from the receipt of the said notice or where they will take longer than 21 Business Days call upon the Contractor to commence and progress such Tests.

6. Cessation Of Tests

The General Manager Veolia Nottinghamshire shall be entitled to order the cessation of any Tests relevant to the Facility if damage to the Works, or any part thereof, or personal injury are likely to result from their continuation.

7. Evaluation of Results

The results of the Tests relevant to the Facility shall be compiled and evaluated by the Contractor. Necessary adjustments to the results to take account of any previous use of the Works, the measuring tolerances of such Tests and any differences between the operating conditions under which such Tests were conducted and the operating conditions that were anticipated and recorded in writing prior to the commencement of such tests shall be made in a fair and reasonable manner.

