

**Collection and Disposal**

**of**

**Asbestos Waste**

Volume 3

Specification

INTRODUCTION

The Council has a statutory duty to collect and arrange for the receipt and disposal of household waste and other waste arising within Bath and North East Somerset. This includes Asbestos Waste taken to its Recycling Centres and Transfer Station.

The Council is seeking to award a Contract for the Collection and Disposal of Asbestos Waste from its three Recycling Centres and one Transfer Station.

The Contract will commence on 1st September 2024 and continue for an Initial Term of 3 years with an option for the Council to extend the Contract for up to a further 24 months. This Specification details the Services to be provided by the Contractor.

# SPECIFICATION

1. Background Information
   1. The Council has a statutory duty to collect and arrange for the receipt and disposal of household waste and other waste arising within Bath and North East Somerset. This includes Asbestos Waste taken to the Recycling Centres that requires disposal.
   2. The Asbestos Waste will be collected and transported by the Contractor to the Treatment Site.
   3. The Contract rates and prices quoted shall include the full costs associated with the provision of appropriate containers, collection, transport and disposal of Asbestos Waste using appropriate licensed facilities. For the avoidance of doubt, the Contract rates and prices shall remain valid for the initial Term of the Contract.

2. Location of Household Waste Recycling Centres

Bath Recycling Centre, Midland Bridge Road, Bath BA1 3AT

(Grid Ref: ST 740747)

Old Welton Recycling Centre, Radstock Road, Midsomer Norton BA3 2AA (Grid Ref: ST 677547)

Keynsham Reuse and Recycling Hub, Pixash Lane, Keynsham. BS31 1TP (Grid Ref: ST 6708368189)

Bidders should note that Bath Recycling Centre is due to close during the term of this contract. The Council is looking at re- provision options for a new recycling centre for residents in the city for core recycling materials. It is unlikely to collect asbestos waste at the new site. Further details on these plans can be found here - <https://www.bathrecyclingcentre.co.uk/>

1. **Tonnage Information**
   1. Irrespective of quantities of Contract Waste collected as part of this Contract, other customers and any other source, the Contractor must have capacity to Process all of the Contract Waste arising as part of the award of this Contract.

3.2 The Council has provided tonnage information on Asbestos Waste collected at the Council’s Recycling Centres & Transfer Station for information purposes but it must be noted that this is no guarantee of the tonnages available for the duration of this Contract.

**Table A – Tonnages collected at the Council’s Recycling Centres**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Year** | **Bath Recycling Centre (tonnes)** | **Keynsham Recycling Centre (tonnes)** | **Old Welton Recycling Centre (tonnes)** | **Total**  **(tonnes)** |
| 2024/25- forecast | 8 | 3 | 5 | 16 |
| 2023/24 | 10.06 | 2.23 | 16.58 | 28.87 |
| 2022/23 | 3.32 | 1 | 2.4 | 6.72 |
| 2021/22 | 4.9 | 2.58 | 0 | 7.48 |

4. Asbestos Waste

4.1 The Asbestos Waste that the Contractor must accept for disposal under the Contract comprises of Asbestos Waste deposited by householders at Recycling Centres or collected as fly-tipped waste within Bath & North East Somerset. The Council is also exploring plans to offer Asbestos Waste disposal via its commercial waste transfer station.

4.2 Asbestos Waste collected from the Council’s Recycling Centres and the subsequent disposal is governed by the Special Waste Regulations 1996 (as amended). Producers or holders of bonded asbestos (including cement or resin bonded products) shall consign the waste.

4.3 Once collected from the Recycling Centres, the Asbestos Waste shall be deemed the property of, and held at the entire responsibility of the contractor, and the Council shall have no claim over such Asbestos Waste

4.4 The Council has a Zero Waste strategy and has policies that promote and encourage waste minimisation and it is possible that the monthly tonnage will reduce over the course of the Contract.

5. Arrangements for the Receipt of Asbestos Waste

5.1 The Recycling Centres are open every day of the year except for 25th, 26th December and 1st January. The operating hours of the site are Monday to Friday 08.00 to 16.15 and 08.00 to 15.45 Saturday and 09:00 to 13:00 Sundays.

5.2 The Contractor shall arrange to collect Asbestos Waste between the hours of Monday to Friday 08.00 hours to 15:00 hours. There shall be no variation from this arrangement without the prior approval of the Supervising Officer and the Contractor’s Representative.

5.3 As part of its bid, Contractor shall provide each Council Recycling Centre with a fully enclosed and lockable container (or such alternative design that the contractor shall propose, and the Customer shall agree) for the storage and collection of Contract Waste. At present the sites are using:

* + Bath - one 12 or 14 cubic yard container fully, with lowered front and rear and higher sides for loading purposes
  + Keynsham - one 15 cubic yard standard container or equivalent
  + Old Welton - one 12 or 14 cubic yard container, with lowered front and rear and higher sides for loading purposes

5.3 No labour, machinery or cranage can be made available to assist the Contractor in the movement of the Containers during a collection. The Containers must be removed by the Contractor at his own expense and risk.

5.4 The Asbestos Waste shall be collected as regularly as necessary from the Recycling Centres to prevent overspill. The tonnages fluctuate but to provide an indication of the current operations, collection are generally requested every other month, although this frequency can vary throughout the year.

5.5 In the event of the Council Representative, or their nominated officer, notifying the Contractor of a container that requires emptying, the Contractor shall respond within 24 hours from receipt of the notifying telephone call by delivering an empty replacement container before removing a full container.

5.6 All vehicles and equipment used in the provision of the Service shall be suitable and maintained in a safe and roadworthy condition and meet all legal requirements.

6. Disposal Site

6.1 The Contractor shall be required to provide a Disposal Site that is capable of accepting Contract Waste for the Term of the Contract.

6.2 The Contractor will be deemed to have made all the necessary arrangements and obtained all necessary permissions and licences for the handling and processing of the Asbestos Waste at the Treatment Sites(s) in accordance with the Conditions of Contract. The Contractor shall be required to demonstrate that such arrangements have been made and all permissions and licences have been obtained.

6.3 The Contractor shall ensure that all Asbestos Waste delivered to the Disposal Site is disposed of safely in accordance with the Disposal Site license.

6.4 The Contractor must undertake to inform the Council in writing, at least 24 hours in advance, if a different method or end outlet is to be used at any time. Any alternative disposal outlet must be approved in advance by the Council Representative

6.5 The Council reserves the right to inspect the Contractor’s Disposal Site and/or a third party location (if the Contract Waste is to be processed at a third party location) to validate the recycling process used and status of the end product, at any time during operating hours.

6.6 The Contractor must undertake to inform the Council in writing, at least 24 hours in advance, if a different method or market is to be used at any time. Any alternative method or market must be approved in advance by the Council Representative.

6.7 The Council reserves the right to inspect the Contractor’s Disposal Site and/or a third party location (if the wood waste is to be processed at a third party location) to validate the recycling process used and status of the end product, at any time during operating hours.

7. Support and Back Up Arrangement

7.1 The Contractor shall ensure that adequate contingency plans are in place for the Term of the Contract, should the Disposal Site to be used as part of this Contract or the Service cease wholly or partially to function or be available for any reason.

7.2 If the Disposal Site to be used as part of this Contract ceases wholly or partially to function for any reason during the Contract Period, the Contractor shall continue to accept the Contract Waste at the Contract Price and at its own expense ensure that all such waste is processed to the agreed standard and be responsible for the Council’s additional haulage costs, and in all other respects in accordance with the Contract.

8. Communication

8.1 The Contractor must make a record of all Asbestos Waste received by the Disposal Site under this Contract. This record shall comply with the requirements of the Environmental Protection (Duty of Care) Regulation 1991.

8.2 The Contractor shall invoice the Council for services undertaken as part of this Contract on a monthly basis. The invoices must be submitted by the 10th of the month and include the following information, in a format to be agreed by both parties, for the preceding month in accompaniment to the invoice:

(a) the tonnage of Asbestos Waste received;

(b) details of any matters in the Incident Register for the previous month;

Details of end Disposal Site(s) must be provided, including the permit or exemption number if the site is not that stated in the tender.

8.3 All records retained by the Contractor shall be stored adequately and filed in such a way that enables the Council to gain access to the information recorded for each working day. The information shall be stored for three years.

8.4 The Contractor will:

8.4.1 attend regular review meetings with the Council, as and when requested;

8.4.2 ensure all complaints are dealt with in a timely and professional manner.

8.4.3 provide copies of all Environment Agency inspection reports of the Treatment Site(s) upon request by the Authorised Officer within 5 working days.

8.5 The Contractor will provide a Contract Manager for the Term of the Contract. The Contract Manager, or nominated deputy, shall be available to the Council at all reasonable times.

9. Health & Safety

* 1. The Contractor must take full note of the requirements of health and safety at work laws in the United Kingdom and incorporate these into all systems design and operational procedures for the provision of the Service. The Contractor shall take particular account of the Health and Safety at Work, etc, Act 1974 (as amended) and all other applicable regulations. The Contractor and its Staff shall adopt safe construction and working practices as laid down in current and future Laws and working rules that apply to its activities under the Contract.
  2. The Treatment Site shall be designed so that in their layout, and plant and equipment used, they aim to give the highest standard of health and safety to Staff and other users of the Treatment Site. In particular, the Contractor must appropriately maintain all plant, equipment, Treatment Site and operating systems (including traffic control).

9.3 The Contractor shall provide and maintain adequate measures in relation to fire prevention/procedures commensurate with the requirements of the Fire Regulatory Reform Order 2005 and related legislation.

9.4 The Contractor shall make suitable first aid provision as determined by risk assessment commensurate with Health and Safety (First Aid) Regulations 1981. The provision will be made available to Council staff and visiting public requiring treatment following an incident on the premises.

9.5 A copy of the Site Rules must be included with the Service Delivery Plan; and must be prominently displayed at the site; and copies given to all employees and visitors. The Council’s Depot Site Rules will be shared with the Contractor, and its hauliers will be required to comply with them.

9.6 The Contractor shall provide personal protective equipment (**“PPE”**) and ensure that PPE is utilised in accordance with the Personal Protective Equipment at Work Regulations 1992 (as amended).

9.7 The Contractor shall arrange for health and safety inspections of the Facility, all areas and equipment used in the provision of the Service. These shall be carried out by a competent person every 12 months as a minimum. Copies of the Inspection Reports shall be provided to the Council within 7 Business Days of their receipt prior to a joint health and safety meeting.

9.8 The Contractor shall maintain appropriate Health and Safety Training Records for its Staff to demonstrate ongoing competence and legal compliance. These records are to be open for inspection by the Council within 5 Business Days of a written request. Copies of these records shall be provided to the Council by the Contractor on request.

9.9 The Contractor will be required to ensure the Council’s staff are appropriately inducted into using the site and the Site Rules. Furthermore, the Contractor shall ensure that the Council’s staff shall be granted access to the Treatment Site at all reasonable times.

9.10 The Contractor shall inform the Council of every major injury or dangerous occurrence as specified in RIDDOR by the quickest practicable means. Any accident involving a member of the public must be appropriately investigated and reported to the Council as necessary. In addition, the Contractor shall provide a monthly Health and Safety Report for submission prior to each liaison meeting and shall include all details of health and safety issues arising.

9.11 The Contractor shall be responsible for carrying out all risk assessments and, where necessary, develop safe working procedures for implementing all health and safety recommendations in the delivery of the Service. Copies of all such documentation shall be provided as part of the Service Delivery Plan by the Contractor and any amendments shall need to be submitted to the Council within 15 Business Days of re-assessment.