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**Recycling of Wood Waste Contract**

Appendix 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 Wood Waste taken to its Recycling Centres and Transfer Stations.

The Council is seeking to award a Contract for the Recycling of Wood Waste collected at its three Recycling Centres and one Transfer Station.

The Contract will commence on 1st December 2021 and continue for an Initial Term of 1 years with an option for the Council to extend the Contract for up to a further 1 year. 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 mixed Wood Waste taken to the Recycling Centres that requires disposal.
   2. The Council is seeking to award a Contract for the Recycling of Wood Waste. The Contract should be priced for the receipt and processing of the Wood Waste delivered directly by the Council, the sale of the final product and subsequent disposal of residues.
   3. 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 Wood Waste in accordance with the Conditions of Contract. The Contractor will be required to demonstrate that such arrangements have been made and permissions and licences have been obtained.
   4. The Contractor shall be responsible for the treatment, disposal and associated costs of all residual wastes such as liquid, gaseous or solid arisings from the processing site. This shall all be handled at the Contractor’s expense using appropriately named licensed facilities, other than Contrary Waste defined in Paragraph 9.5.
2. Location of Household Waste Recycling Centres
   1. Bath Recycling Centre and Transfer Station, Midland Bridge Road, Bath BA1 3AT

(Grid Ref: ST 740747)

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

2.3 Pixash Lane Recycling Centre, Pixash Lane, Keynsham BS31 1TP

(Grid Ref: ST 670680)

2.4 Bidders should note that the Council has plans underway to redevelop the Pixash Lane HWRC and relocate its Transfer Station in Bath to this site during the term of this Contract. The Council is also looking at re-provision options for the Bath HWRC. Further details on these plans can be found here - https://beta.bathnes.gov.uk/recycling

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 in Table A for the past four years of the mixed Wood Waste collected at the 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 Recycling Centres**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Year** | **Bath Recycling Centre (tonnes)** | **Pixash Lane Recycling Centre**  **(tonnes)** | **Old Welton Recycling Centre (tonnes)** | **Bath Transfer Station (tonnes)** |
| 2021/22 (forecast) | 1239 | 1911 | 1959 | 379 |
| 2020/21 | 752 | 1158 | 748 | 399 |
| 2019/20 | 1298 | 1107 | 1135 | 430 |
| 2018/19 | 1188 | 1099 | 1111 | 517 |
| 2017/18 | 1316 | 1028 | 1074 | 485 |

4. Wood Waste

4.1 Wood Waste arising from the municipal waste stream for the purposes of this contract includes but is not exclusive to;

(a) Particleboard products; any timber / wood products manufactured in flat sheets from particles of wood (chipped wood, wood flakes, shavings, sawdust, etc) bonded through a process involving pressure, heat and adhesive or glue. This generic term describes products such as chipboard and medium density fibreboard (MDF)

(b) Post-consumer waste; Material or product used by the consumer for its original

purpose and then discarded.

This may include;

Painted or treated wood

Laminated products

Furniture (Some may include fabrics)

Products containing metal (e.g. nails, fixings, hinges, etc)

Products that are not 100% wood based (e.g. garden tools)

Partially glazed door

(c) Pre-consumer waste; waste material generated during the manufacturing process

(d) Reclaimed Wood; waste materials and by-products that have been recovered or diverted from the waste stream. This does not include materials and by-products generated from, and commonly reused within, an original manufacturing process

(e) Recycled Wood; post-consumer wood that has already been processed (usually by mechanical means) to be used in the manufacture of a new product

(f) Reused Wood; wooden products or materials that. After serving their original function, are used again in their present form.

(g) Timber; a general term used for natural sawn wood in a form suitable for building or structural purposes

(h) Wood; a generic all-encompassing term used to describe all wood-containing materials, materials made from wood, tree branches etc.

(i) All other wood waste not otherwise detailed in section 4.1, paragraphs a to h above.

4.2 Once the Contractor has received the Wood Waste from the Recycling Centres, the Wood Waste will be deemed to be the property of, and held at the entire responsibility of, the Contractor, and the Council will have no claim over any such Wood Waste

5. Arrangements for the Receipt of Wood Waste

5.1 The Contractor shall arrange for receipt of the Wood Waste between the hours of 08.00 to 16.30 hours Monday to Friday, and the hours of 08:00- 12:00 on Saturday’s. There shall be no variation from this arrangement, without the prior approval of the Council Representative and the Contractor’s Representative.

5.2 Waste will be brought to the Delivery Point by the Council or its agents in 40 cubic metre or equivalent RoRo containers. However, the Contractor should also be prepared to receive Contract Waste in refuse collection vehicles (RCVs) and bulk haulage articulated vehicles as necessary.

5.3 The Council Representative will ensure that any vehicle delivering Contract Waste under this Contract possesses a written authorisation in the form of a weight ticket or a delivery note bearing the vehicle registration number and signed by an authorised person. If a vehicle arrives at site without such document, attempting to deliver Waste under the Contract, the Contractor must obtain authorisation by telephone from the Council Representative, before accepting it for disposal under the Contract.

5.4 The Council will only make payment under the Contract for Waste delivered by vehicles producing written authorisation or which have been authorised by the Council Representative, in accordance with the Conditions of Contract.

5.5 The Contractor must ensure that the internal access roads within the Delivery Point are maintained in a suitable condition to allow all vehicles delivering Contract Waste to reach the point of discharge without suffering undue wear and tear and that all such vehicles can be unloaded promptly and safely and that their movement into and out of each Delivery Point from the public highway is expedited.

6. Treatment Site

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

6.2 The Contractor shall ensure that the Treatment Site(s) are provided, managed and operated with the benefit of and comply with all Necessary Consents.

6.3 The Contractor will be required to use all reasonable endeavours to ensure that the outputs from the Treatment Site are suitable for markets or beneficial re-use of Wood Waste.

6.4 The Council’s minimum requirements would be for:-

6.4.1 All Wood Waste to be re-used, recycled or recovered, except for Contrary Waste which will be dealt with as per paragraph 9. As per the Service Delivery Plan Scoring Matrix, reuse and recycling will be scored more favourably than recovery.

6.5 The Contractor will be required to clearly detail the proportion of Wood Waste sent for each type of process and keep the Council up-to-date with any changes to outlets used throughout the duration of the Contract.

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 Treatment 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. Nature and Sale of Final Product

7.1 The Contractor shall ensure that the final Wood Waste is processed / recycled in accordance with paragraph 7 as agreed between the Contractor and the Council Representative prior to the commencement of the Contract. Documentary evidence of the final market must be kept in accordance with Sub-Paragraph 9.2

7.2 The Contractor shall be fully responsible for the marketing and sale of the final product, full compliance with all relevant legislation and shall guarantee that none of the final product will be disposed of as waste for the duration of the Contract Period.

7.3 The Contractor shall provide details of their adopted marketing strategy for the final product and full details of the end use or market for the processed product. Any deviation from the submitted marketing strategy should be agreed, in writing, in advance with the Council.

8. Support and Back Up Arrangements

8.1 The Contractor shall ensure that adequate contingency plans are in place for

the Term of the Contract, should the Treatment Site to be used as part of this

Contract or the Service cease wholly or partially to function or be available for

any reason.

8.2 If the Treatment Site to be used as part of this Contract is a transfer station used for bulking and onward transport, contingency measures must be in place to provide the Council with an alternative delivery point to ensure continuation of service.

8.3 If the Treatment Site ceases wholly or partially to function for any reason during the Contract Period, the Contractor shall 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.

9. Contrary Materials

9.1 The Council shall endeavour to keep Contrary Materials delivered with Wood Waste to a minimum.

9.2 The Council shall deliver Wood Waste from Recycling Centres with no more than: -

(a) 10% by weight of a 40 cubic metre open top container of non – wood waste, hazardous wood waste, or such other percentage as the Council Representative decides in his reasonable judgement.

9.3 The Contractor will inspect and sort Wood Waste delivered to the Processing Site, removing any Contrary Material that may hinder the recycling process.

9.4 On receipt and inspection any load which contains Contrary Materials in excess of those specified in Sub- Paragraph 9.2 shall be deemed unacceptable and rejected.

9.5 Any loads rejected in accordance with Sub-Paragraph 9.4 shall be separated from all other materials and the Council Representative notified. The load shall remain on site until inspected by the Council Representative and shall not be disposed of without the approval of the Council Representative.

9.6 Any Contrary Material suitable for economic recycling e.g. scrap metal, rubble, etc. shall be stored by the Contractor or by the Council if they so direct through the Council Representative and then sent for recycling by the Contractor within such time period as is notified to the Contractor by the Council Representative. Details of any such transfer should be notified in writing to the Council Representative and copies of Waste Transfer Notes provided.

9.7 Contrary Material approved for disposal in accordance with Sub-Paragraph 9.2 but subject to the provisions of Sub- Paragraph 9.5 shall be regarded as residual waste. The costs of disposal of Contrary Material shall be borne by the Council subject to the disposal arrangements agreed between the Contractor and the Council Representative. Quantities of Contrary Material sent for disposal must be notified to the Council as outlined in Sub-Paragraph 9.2.

10. Communication

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

10.2 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 15th 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 Wood Waste received by the Treatment Site for recycling from each of the Council’s Recycling Centres;

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

(c) a breakdown of the percentage split of material going to each end market, including supporting waste transfer notes and weighbridge tickets;

(d) % of Contrary Material within each load, the destination of this material and including supporting waste transfer notes and weighbridge tickets;

(e) quantity of residual waste being sent to disposal, including supporting waste transfer notes and weighbridge tickets.

Details of end Treatment or Disposal Sites must be provided, including the permit or exemption number if the site is not that stated in the tender.

10.3 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.

10.4 The Contractor will:

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

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

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

10.5 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.

11. Health & Safety

11.1 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.

11.2 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.

11.3 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).

11.4 The Contractor shall maintain appropriate Health and Safety Training Records for its Staff to demonstrate on-going 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.

11.5 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.

11.6 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.

12. Environment & Sustainability

12.1 The Council requires bidders to consider their carbon impact in the delivery of this service. In line with Climate Emergency declared by the Council, we aim to work with contractors who are actively addressing the carbon footprint of their business. A such, Carbon Management Plan will be required for review as part of this contract.