

<b>Subject:</b>	Water Hygiene and Asbestos Management Contract	<b>Status:</b>	For Publication
<b>Report to:</b>	Full Council	<b>Date:</b>	17 <sup>th</sup> March 2021
<b>Report of:</b>	Facilities Management Officer	<b>Portfolio Holder:</b>	Resources
<b>Key Decision:</b>	<input checked="" type="checkbox"/> Forward Plan <input checked="" type="checkbox"/> Y	<b>General Exception</b>	<input type="checkbox"/> <b>Special Urgency</b>
<b>Equality Impact Assessment:</b>	Required:	No	Attached: No
<b>Biodiversity Impact Assessment</b>	Required:	No	Attached: No
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<b>1.</b>	<b>RECOMMENDATION</b>
1.1	For full council to approve the tendering process of works for both the Water Hygiene and Asbestos management contracts.

**2. PURPOSE OF REPORT**

2.1 To seek approval from full council to proceed with the tendering process for both the Water Hygiene and Asbestos management contracts.

**3. BACKGROUND**

3.1 Under the Health and Safety etc. Act 1974 Rossendale BC have a compliance obligation to manage both water hygiene and asbestos within its buildings. If either asbestos fibres or the legionella bacteria enter the human body it can lead to life changing health problems and death.

Within the water hygiene contract each building is initially risk assessed, these risk assessments should be refreshed every two years or when major changes are made to the building. From these risk assessments, monitoring regimes for each building are then put in place with periodic of visits, works required on each visit such as sampling, temperature tests, cleaning, serving and any remedial works carried out. Records must be maintained of these and site logbooks must be kept along with a web base date base.

Within the new Rossendale Council asbestos contract any buildings with known asbestos within them will initially be subject to asbestos surveys, these surveys will then dictate if the asbestos requires removing or can be managed and left in situ. If asbestos is left in situ annual inspections are required to be undertaken to assess its integrity.

Is it also the intention of the contract to refresh older asbestos surveys where it has been stated no asbestos on site. The contractor must also maintain a web base asbestos register.

The existing water hygiene contract is carried out by HSL Compliance, with an annual spend of £32k and the asbestos contract carried out by White Young and Green Group with an annual spend of £8k these are now expired (2012). Both of these budgets fall within the facilities revenue building repairs budget, these new contracts will be over a three year period commencing in April 2021.

#### **4. RISK**

These contracts form part of the compliance requirements of the Health And Safety Act 1974. If these contracts are not in place the authority is at risk of employees and the public becoming sick, suffering from long term illness and death. The consequence of this is that the authority could be subject to the health and safety executive serving improvement orders, closing of facilities and then subsequent reputational damage with loss of service and revenue. Then the possibility of prosecution by the health and Safety executive including corporate and individual manslaughter.

#### **5. FINANCE**

- 5.1 The cost of both the water hygiene and asbestos contracts will be contained within the annual revenue building maintenance budget.
- 5.2 The total contract value of the three year asbestos contract is expected to be c£40k.
- 5.3 The total contract value of the three year water hygiene contract is expected to be c£96k.

#### **6. LEGAL**

The Council is required by law to carry out all necessary health and safety compliance checks on land and buildings within its portfolio. It is necessary to tender these contracts as the Council does not have the appropriate expertise in house. These contracts should be let in full compliance of the Contract Procedure Rules and procurement legislation and regulation. Where possible and appropriate the Council should seek to call off a framework agreement. If a suitable framework is not identified, a full tender will be carried out, with the potential of a joint procurement with another local authority to achieve economies of scale and value for money.

#### **7. POLICY AND EQUALITIES IMPLICATIONS**

No policy or equalities implications.

#### **8. CONCLUSION**

To consider the implications set out in the report and approve the tendering process.