

MATERIALS MANAGEMENT

Attachment 3A. Treated Wood



Table of Contents

Scope of Services/Service Specifications	2
A3.01 Services	2
There are no Sections 3.02-3.04	2
A3.05 Acceptance and Unloading.....	2
A3.06 Stockpile and Mobilize.....	3
There is no A3.07	3
A3.08 Removal and Transport	4
A3.09 Diversion	5
A3.10 Disposal.....	5
GLOSSARY: Treated Wood	5
ATTACHMENT 4.04 Compliance with Law	7
ATTACHMENT 8.01 Service Fee Schedule	7
ATTACHMENT 12.01 Insurance	7

Words followed by an asterisk are defined in GLOSSARY: Treated Wood.

Scope of Services / Service Specifications

A3.01 Services

a. **Commencement.** Contractor will accept, unload, store, mobilize, transport, and divert or dispose of treated wood beginning on the date directed by County at least 10 days in advance.

treated wood means either or both:

- registered treated wood* and
- unregistered treated wood**

Examples of **treated wood** commonly include

- **Registered:** railroad ties, guard rails, fence posts, posts, sill plates, landscaping, garden beds, and decking; and
- **Unregistered:** utility-generated wood waste (poles, crossarms, pilings, fence posts, lumber, support timbers, flume lumber, and cooling tower lumber).

b. **Service Plan.** Contractor will attach its Service Plan to Attachment 3.01b, describing *how* it will provide services (*manner*, such as grinding, chipping, reuse) and the *means* it will use to provide services (*what*, such as type of processing machine, containers, trucks).

As of each July 1, Contractor will annually update the Services Plan to reflect changes in operations or certify that there have been no changes.

c. **Acknowledgment: Hazardous Waste.** Contractor acknowledges that CA law (HSC 25150.7) and regulations (22 CCR 67386.1 *et seq*) that previously allowed registered treated wood to be handled with alternative management standards expired December 31, 2020 (HSC 25150.7). Contractor will *not* use alternative standards for handling for registered treated wood *unless* the CA legislature amends law and DTSC enacts regulations that again allow Contractor to use alternative methods. Contractor will handle registered treated wood under the standards for hazardous waste under. <https://legiscan.com/CA/text/SB68/2019>.

[There are no Sections 3.02-3.04.]

A3.05 Acceptance and Unloading

a. **Signage.** Upon County request, Contractor will design, produce, and post signs acceptable to County including description of acceptable and unacceptable materials,

directions to or locate of the material's discard sites, and instructions for unloading materials.

b Designated Drop-off Areas. Contractor will designate areas for separately storing registered and unregistered treated wood as required under its Service Plan, law and the RDSI.

c. Customer Unloading. Contractor may, but is not required, to post staff during receiving hours who will:

- **Hazardous v. Non-hazardous.** Determine whether loads are comprised of registered or unregistered treated wood waste,
- **Drop-off Areas.** Direct customers where to unload registered and unregistered treated wood waste,
- **Load Check.** Check loads for materials contamination such as such as trash, garbage, other types of materials (such as clean wood that is neither registered or unregistered treated wood), and other hazardous waste (such as mercury thermostats attached to the wood).

If Contractor does *not* post staff, it must describe in its Service Plan how it will direct unloading and do load check.

A3.06 Stockpile and Mobilize

a. On-Site. Contractor may stockpile and mobilize treated woods on its materials management site in the manner required by law, including raising them off of the ground and covering their piles; and keeping them for periods allowed under law and the RDSI. It will follow state guidelines and recommendations. ***

b. Completion of Work. Contractor will finish removing all treated wood from its materials management site within 20 days of beginning work. Contractor will empty and clean its materials management site to County satisfaction after each mobilization.

A3.07 There is no A3.07

A3.08 Removal and Transport

a. Weigh. Contractor will separately weigh tires and residuals when removing them from its materials management site. It will record all of the following for each load:

- Date and time,
- Truck identification,
- Material type,
- Material weight.

If its materials management site is located at the County's Materials Management Facility, Contractor will weigh materials on a County-owned or operated scale.

b. Transport. Contractor will transport materials to the materials management sites that it identifies on Attachment 3.07#2 of the Materials Management Contract. It will pay transport costs, including all of the following:

- primary and backup disposal facilities for registered treated wood,
- primary and backup processing facilities for unregistered treated wood, and
- disposal facility for residuals from the materials processing site and processing facilities.

c. Manifest. Contractor will manifest registered treated wood as hazardous waste under law.

A3.09 Diversion

a. Unregistered Treated Wood.

(1) County Request. Contractor will deliver at its cost unregistered wood upon County request to a County-designated site such as Pumice C&D Landfill.

(2) Processing.

(i) Manner and Cost. Contractor will manage unregistered treated wood as required under CA H&S 25143.1.5. It will use reasonable business efforts to divert unregistered treated wood from disposal. It will choose the manner of diversion. It will pay the costs of materials diversion and disposal of processing residual, including tipping fees charged by a third party-processor or internalized costs incurred at its own processing facility. It will identify the facility (and backup facility), in Attachment 3.07#2.

(ii) Certification. Contractor will secure a receipt recording all of the following:

- Location / name of processing facility,
- Date and time,
- Truck identification,
- Material type,
- Material weight.

Contractor will sign an affidavit satisfactory to County certifying that Contractor diverted that unregistered treated wood.

(iii) Revenues and Costs. Contractor may retain any revenue that it receives for diverting unregistered treated wood and will assume any

losses. The County has no right to receive revenue and is not liable for any losses.

A3.10 Disposal

a. Registered Treated Wood. Contractor will dispose of registered treated wood at a class I hazardous landfill (or backup facility) of its choice that it identifies in Attachment 3.07#2. Contractor will pay disposal costs. If law no longer requires that Contractor dispose of treated wood at a class 1 hazardous waste landfill, the service fee will be adjusted in the manner described in Attachment 8.02b to reflect the lower disposal cost at the alternative landfill.

b. Unregistered Treated Wood. If Contractor cannot divert unregistered treated wood using reasonable business efforts, it will dispose of it at the disposal facility (or backup facility) of its choice that it identifies in Attachment 3.07#2. It will dispose of it in the lined portion of a municipal solid waste landfill that

- meets state policy adopted under CA Water Cod 13140,
- is permitted to accept that unregistered wood, and
- that Contractor identifies in Attachment A3#1

Contractor will pay disposal costs.

GLOSSARY: Treated Wood

*

registered treated wood means wood that has been treated with a chemical preservative for purposes of protecting the wood against attacks from insects, microorganisms, fungi, and other environmental conditions that can lead to decay of the wood, and the chemical preservative is registered pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sec. 136 et seq.).

Examples of preservatives include

- **Insecticides** such as pentachlorophenol
- **Fungicides** such copper azole (CA), micronized copper azole (MCA)
- **Preservatives** micronized copper quaternary (ACQ), micronized copper azole (MCA)
- **Other:** creosote, chromated copper arsenate.

registered treated wood does *not* include utility generated wood (electric, gas, or telephone service) exempted by HSC 25143.1.5

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unregistered treated wood means treated wood, but the chemical preservative is *not* registered pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act at 7 U.S.C. Sec. 136 et seq.

unregistered treated wood *includes* utility generated wood (electric, gas, or telephone service) described under HSC 25143.1.5

State Guidance and Recommendations:

- CalRecycle’s guidance on handling treated wood at <https://www.calrecycle.ca.gov/condemo/wood>, and
- Department of Toxic Substance Control (DTSC) recommendations for the handling of treated wood [information](#) on treated wood. CalRecycle also provided [guidance](#) . Promulgation of the DTSC regulations pending on the date of this Contract will not be an uncontrollable circumstance.

ATTACHMENT 4.04 Compliance with Law

a. Examples: The Master Contract lists examples of laws related to materials waste as a convenience for the parties in performing and administering contracts. This Attachment lists examples of laws relating specifically to treated wood:

Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sec. 136 et seq.)

- CA HSC 25143.1.5 (utility exceptions)
- CA statute HSC 25150.7 and CA regulations 22 CCR 67386.1 et seq) (expiration of alternative handling)
- CA H&S 25143.1.5 (transporting Unregistered Treated Wood)
- CA Water Cod 13140 (landfill requirements for Unregistered Treated Wood)

b. Permits

[Attach all permits necessary to provide services for treated wood]

ATTACHMENT 8.01 Service Fee Schedule

[INSERT FROM PROPOSAL]

ATTACHMENT 12.01 Insurance

In addition to carrying insurance under the Master Contract and Materials Management Contract, Contractor (or its subcontractor) will carry Pollution / Environmental Impairment Liability insurance (or similar pollution coverage) with respect to the Disposal Facility for the following, it will include County as an additional insured:

1. **Pollution / Environmental Impairment Insurance** covering the following: emission, discharge, release or escape of pollutants comprised of solid, liquid, gaseous or thermal irritants or contaminants (including waste materials to be recycled, reconditioned, or reclaimed) into or upon land, the atmosphere or any watercourse or body of water, and reimbursement of cleanup costs in accordance with law because of environmental damages, with limits of \$10 million, and

MATERIALS MANAGEMENT: Treated Wood

CGL Endorsement. If coverage is under Commercial General Liability insurance, any endorsement required for County coverage.

Claims-Made. If coverage is on a claims-made basis, an endorsement covering County during the extended reporting-period.

This obligation to maintain is pollution coverage shall survive for one year following the expiration or termination of this Contract.

2. **Automobile Liability.** Contractor will endorse its automobile liability policy to:
 - delete the pollution and/or the asbestos exclusion, and
 - include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials.