

MATERIALS MANAGEMENT

Attachment 3C. Recyclable C&D Debris



Engineered Wood

Clean Wood

Crushed Asphalt

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Words followed by an asterisk are defined in Section GLOSSARY: Recyclable C&D Debris

Scope of Services / Specifications

C3.01 Services

a. **Commencement.** Contractor will accept, unload, store, mobilize, transport, and divert recyclable C&D debris beginning on the date directed by County at least 30 days in advance.

recyclable C&D debris means C&D debris* that is both of the following:

- **Construction:** limited to components of the building or structure that is the subject of the construction work, such as un-painted lumber, engineered wood products, or other C&D debris identified by County, and is
- **Recyclable or reusable,** such as for erosion control, mulch, or alternative daily cover.

Examples of recyclable C&D debris include:

- asphalt,
- unpainted lumber, and
- engineered wood products.

b. **Services Plan.** Contractor will append its Services Plan to Attachment 3.01b, describing how it will provide services (manner, such as grinding, crushing, sorting) and what it will use to provide services (means, such as type of grinder, containers, trucks) satisfactory to County. 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.

[There are no Sections 3.02-3.04.]

C3.05 Acceptance and Unloading

a. **Signage.** Upon County request, Contractor will design, produce, and post signs satisfactory to County including description of acceptable and unacceptable materials, directions to or location of the material's discard sites, and instructions for unloading materials

b. **Designated Drop-Off Areas.** Contractor will designate areas for storing different types of recyclable C&D debris, if any, (such as unpainted or engineered wood, and ground asphalt) as required under law and the RDSI.

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

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- Direct customers where to unload types of recyclable C&D debris at designated places,
- Check loads for materials contamination such as trash, garbage, other types of materials (such as concrete, shingles), and hazardous waste (such as treated wood).

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

d. Commingling. Contractor may commingle inert debris with recyclable C&D debris to the extent allowed by law. Contractor nevertheless has obligations to maximize reuse and recycling of materials under this Contract.

e. Medium Volume CDI Processing Facility.

Medium Volume Construction and Demolition / Inert (CDI) Debris Processing Facility means a site that receives:

- at least 25 tons per operating day, and
- less than 175 tons per operating day

of any combination of C&D debris and Type A inert debris for the purposes of storage, handling, transfer, or processing under 14 CCR 17381.

C3.06 Stockpiling and Mobilizing

a. Length of Storage. Contractor may store or stockpile debris for periods allowed under law (including Article 5.9 titled *Construction and Demolition and Inert Debris Transfer/Processing Regulatory Requirements* in 14 CCR), and the RDSI. Contractor may store or stockpile inert debris only for a temporary period no longer than limits set in those cited regulatory requirements.

b. Limitation. Contractor acknowledges that if it holds inert debris beyond that limit, inert debris constitutes “disposal” that is regulated by CalRecycle. Contractor must then comply with disposal regulations. Its service fere will not be adjusted to reflect any changes in costs.

C3.07 Chipping

Contractor will chip recyclable C&D debris into 6” or less for beneficial re-use (see Master Contract GLOSSARY), including C&D mulch***. Upon County request it will give County any or all chipped debris for beneficial use.

C3.08 Removal and Transport

a. **Weigh.** When removing recyclable C&D Debris, earthen debris and any residual (such as contaminating trash or garbage) from its materials management site, Contractor will weigh each type of Debris. It will record all of the following:

- 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 materials management sites that it identifies on Attachment 3.07#2 of the Materials Management Contract. It will pay transport costs and any charges for reuse, processing, or disposal.

c. **Completion of Work.** Contractor will finish removing all recyclable C&D debris from its materials management site within 30 days of beginning work. Contractor will empty and clean its materials management site to County satisfaction after each mobilization, including

- sweeping the site to collect all remaining debris, and
- removing residual materials that contaminate the recyclable C&D debris.

C3.09 Diversion

(See "diversion" in Materials Contract GLOSSARY.)

a. **County Request.** Upon County request Contractor will deliver any type of recyclable C&D debris at its cost to a County-designated site such as Pumice C&D Landfill for beneficial reuse.

b. **Processing.**

(1) **Manner and Cost.** Contractor will use best business efforts to divert recyclable C&D debris from disposal. It will choose the manner of diversion, including further processing at a CDI processing facility and beneficial reuse. It will pay the costs of diverting recyclable C&D debris. It will identify the primary processing facility or site of beneficial reuse (and backup facility or site), in Attachment 3.07#2.

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

- Location / name of site or facility,
- Date and time,
- Truck identification,

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- Material type,
- Material weight.

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

(3) 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.

C3.10 Disposal

- a. **Residual.** Contractor will dispose of residual wastes that:
 - it sorted at its materials management site and
 - that a processor sorted at a processing facility.
- b. **County Consent.** Contractor may not dispose of recyclable C&D debris without County consent. If County consents, Contractor will dispose of inerts at the disposal facility (or back-up dispose facility) of its choice that it identifies in Attachment 3.07#2.

GLOSSARY: Recyclable C&D

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C&D debris means solid waste (including recyclable materials) that has been “separated for reuse” (including “source separated”** by generators), including commingled and separated materials, that result from construction work:

- that are not hazardous, as defined in CCR, Title 22, section 66261.3 et seq.,
- that contain no more than 1% putrescible wastes by volume calculated on a monthly basis,
- the putrescible wastes do not constitute a nuisance, as determined by the Enforcement Agency, and
- that are items in the following list:
 - **components** of the building or structure that is the subject of the construction work
 - **tools and building materials** consumed or partially consumed in the course of the construction work including material generated at construction trailers
 - **cardboard and other packaging** materials derived from materials installed in or applied to the building or structure or from tools and equipment used in the course of the construction work; and
 - **plant materials** resulting from construction work when commingled with dirt, rock, inert debris or C&D debris.

all consistent with 14 CCR § 17381 Definitions.

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source separated means materials that have been “separated for reuse” *at the point of generation*.

Construction and Demolition Wood Mulch or C&D Mulch means source separated wood waste that is not compostable material (C&D mulch feedstock), including that portion of C&D debris that is lumber or wood, which has been mechanically reduced in size. C&D mulch feedstock does not include food material, animal material, biosolids, mixed solid waste, chromated copper arsenate (CCA) pressure chipping wood, wood containing lead-based paint, or mixed C&D debris under 14 CCR § 17381. (k) Definitions.

ATTACHMENT 4.04 Compliance with Law

a. Materials Management. The Master Contract lists examples of laws related to materials as a convenience for the parties in performing and administering contracts. Contractor must also comply with laws relating specifically to clean-green.

b. Permits

[attach all permits necessary to provide services for Recyclable C&D]

ATTACHMENT 8.01 Service Fee Schedule

[INSERT FROM PROPOSAL]