

MATERIALS MANAGEMENT

Attachment 3F. Scrap Metal & White Goods



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Words followed by an asterisk are defined in GLOSSARY: Scrap Metal & White Goods:

SCOPE OF SERVICES / SPECIFICATIONS

Findings

County allows customers to discard scrap metal* and white goods** at County's satellite transfer stations and other materials management sites such as at Pumice Valley. From time-to-time County notifies a scrap metal recycler to prepare the scrap metal and white goods for transportation to a processing facility.

Metals, in this Contract, means scrap metal and white goods.

F3.01 Services

- a. **Commencement.** Contractor will accept, unload, store, mobilize, transport, and divert scrap metal and white goods beginning on the date directed by County at least 10 days in advance.
- b. **Services Plan.** Contractor will attach its Service Plan to Attachment 3.01b, describing *how* it will provide services (the *manner*, such as storing, sorting) and *what* it will use to provide those services (the *means*, such as magnets, storage container, trucks) satisfactory to County.

Contractor will also append the address, description, and map of its materials management site in its Service Plan.

As of each July 1, Contractor will annually update the Service Plan to reflect changes in operations.

There are no Sections F3.02-F3.04

F3.05 Acceptance

- 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 unloading and storing metals 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:

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- **Drop-off Areas.** Direct customers to unload metals at designated places,
- **Residuals.** Check loads to identify and remove contamination such as trash, garbage, non-metal materials (such as brown goods***), and hazardous or universal waste (such as e-waste),
- **Un-crushed Appliances.** Customers may deliver, and Contractor may accept, only white goods (major appliances****) that have not been crushed, baled, shredded, sawed, or sheared apart, or otherwise processed in a manner that could result in the release (or prevent the removal) of MRSH***** under HSC 22521.2(b)(1), *unless* the customer provides certification that MRSH has already been removed or regarding their non-processing under HSC. 22251.2(b)(2)

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

d. Removal of Freon from Appliances. Contractor may provide MRSH-removal services in this Attachment through a subcontract. Contractor must confirm that its subcontractor complies with this Attachment and law regarding MRSH.

(1) **CAR.** Contractor must be a Certified Appliance Recycler (CAR)***** Contractor's employee does not have to be a CAR if is a certified Refrigerant Service Technician***** and removes only refrigerants.

(2) **Hazardous Waste.** Contractor will remove MRSH from appliances unloaded at the materials management site. If they are a hazardous waste, Contractor will handle them as a generator of hazardous waste must handle them under Chapter 6.5 Hazardous Waste Control (HSC 225100-22514), all as required by HSC 25212 (b).

F3.06 Stockpiling and Mobilizing

a. On-Site. Contractor may stockpile and mobilize metals on its materials management site for periods allowed under law and the RDSI.

b. Completion of Work. Contractor will finish removing all metals 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 with a magnet to collect all remaining metal debris, and
- removing residual materials that contaminate the metals.

There is no Section F3.07

F3.08 Removal and Transport

a. Weigh. Contractor will separately weigh metals 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. It will pay transport costs.

F3.09 Diversion

(See “diversion” in Materials Contract GLOSSARY.)

a. Processing.

(1) Manner and Cost. Contractor may sort metals into categories or types of its choice. Contractor will divert metals from disposal. It will choose the manner of diversion, including further processing (such as such as further shredding or sorting) (See “processing” in Materials Contract GLOSSARY.)

Contractor will pay the costs of diverting metals. It will identify the processing facility (and backup processing facility), in Attachment 3.07#2.

(2) Certification. When delivering metals to the diversion facility, Contractor will secure a receipt recording all of the following information:

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

Contractor will sign an affidavit satisfactory to County certifying that Contractor diverted the metals.

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(3) Revenues and Costs. Contractor may retain any revenue that it receives for diverting metals and will assume any losses. The County has no right to receive revenue and is not liable for any losses.

F3.10 Disposal

a. Residual.

(1) From materials management site. Contractor will dispose of all residual wastes that it sorts from metals.

(2) From Processing Facility. Contractor will dispose, or ensure that its processor disposes, residual waste from processing metals.

b. County Consent. Contractor may not dispose of metals without County consent. If County consents, Contractor will dispose of metals at the disposal facility (or back-up disposal facility) of its choice that it identifies in Attachment 3.07#2.

c. Cost. Contractor will pay all costs of residual or hazardous waste disposal or other handling.

d. Appliances. Contractor will not dispose of appliances that retain any MRSH in a solid waste landfill, as prohibited by 25112(1) HSC.

Glossary: Scrap Metal & White Goods

***scrap metal** means discarded metal and products containing metal, including:

- Ferrous metal, such as iron and steel, and
- Non-ferrous metal, such as copper, brass, aluminum, magnesium, tin, lead, and nickel.

Scrap metal may originate in residential, commercial, or industrial sources.

Scrap metal includes white goods, large appliances such as refrigerators, stoves, ovens, dishwashers, washing machine, and driers, with refrigerant removed.

For purposes of hazardous waste management, scrap metal excludes the following, in accordance with 22 CA ADC § 66260.10:

- (1) lead acid storage batteries, waste elemental mercury, and water-reactive metals such as sodium, potassium, and lithium;
- (2) magnesium borings, trimmings, grindings, shavings and sandings and any other forms capable of producing independent combustion;

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(3) beryllium borings, trimmings, grindings, shavings, sandings and any other forms capable of producing adverse health effects or environmental harm in the opinion of the Department;

(4) any metal contaminated with a hazardous waste, such that the contaminated metal exhibits any characteristic of a hazardous waste under article 3 of chapter 11 of this division;

(5) any metal contaminated with an oil that is a hazardous waste and that is free-flowing;

(6) sludges, fine powders, semi-solids and liquid solutions that are hazardous wastes; and

(7) any printed circuit board that has been removed from a universal waste electronic device or PV module by a universal waste handler as a result of the handler's conduct of activities authorized by sections 66273.71, 66273.72, and/or 66273.73 of chapter 23 of this division and is subject to management as a hazardous waste pursuant to sections 66273.71, 66273.72 and/or 66273.73.

****white goods or appliances** means discarded “major appliances” of any color, often enamel-coated. Examples include: washing machines, clothes dryers, hot water heaters, stoves, ovens, refrigerators, and dishwashers. “white goods” *excludes* electronics, such as televisions and stereos, which are known as brown goods*

*****brown goods** means home electronics such as computers, televisions, radios, and other home electronics, sometimes installed in brown wood or fake wood cabinets

******major appliance** means any domestic or commercial device defined in Public Resources Code Section 42166, including:

- washing machine,
- clothes dryer,
- hot water heater,
- dehumidifier,
- conventional oven,
- microwave oven, stove,
- refrigerator,
- freezer,
- air-conditioner,
- trash compactor, and
- residential furnace.

*******MRSH or materials that require special handling** are materials that when removed from a discarded appliance may not be disposed of in the garbage or at a solid waste facility under HSC §25212, including:

- Mercury found in switches and temperature control devices.
- Used oil, from compressors and transmissions.
- Chlorofluorocarbons (CFCs), Hydrochlorofluorocarbons (HCFCs), and other non-CFC replacement refrigerants injected in air-conditioning/refrigerant units.
- All metal-encased capacitors
- Any parts that contain encapsulated polychlorinated biphenyls (PCBs) or Diethylhexylphthalate (DEHP).
- Any other material that is a regulated hazardous waste.

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*******CAR** or **Certified Appliance Recycler** is someone certified by the DTSC to remove and properly handle MRSH, pursuant to Health and Safety Code Section 25211 et seq.

*******Refrigerant Service Technician** is someone certified to remove only refrigerants from discarded major appliances under Section 608 of the Clean Air Act, 82.161 CFR.

ATTACHMENT 4.04 Compliance with Law

a. Examples: The Master Contract lists examples of laws related to materials management for convenience for the parties in performing and administering contracts. This Attachment to the Materials Contract lists examples of laws relating specifically to materials managed under this Contract:

(1) **Scrap Metal**

Business and Professions Code Sections 21600- 21610, including:

- 21605: records of sales; 21607 2-year maintenance
- 21606: content of sale records: place, date of sale, name, and address of purchaser; identification; license number of transport vehicle; description of materials (type, quantity; statement of ownership
- 21605.5: regulatory inspections for compliance with record-keeping requirements
- 22 CA ADC § 66260.10: with respect to hazardous waste management.

(2) **Appliances**

- HSC § 25110.10 regarding certified appliance recycling
- PRC Article 3 Processing Metallic Discards 4175 ff.
- HSC 225100 ff regarding handling MRSH / materials that require special handling

b. Permits

[attach all permits necessary to provide materials services]

ATTACHMENT 8.01 Fee Schedule

[INSERT FROM PROPOSAL]

ATTACHMENT 10.02 Reports

Crushed Appliances. In addition to the reports that Contractor must make under the Master Contract and Materials Service Contract, it will give DTSC and CUPA a monthly report with respect to customers that deliver crushed appliances under 25211.2b(2)(B), including:

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- For each appliance received by the scrap facility, the name and address of the person who transported, delivered, or sold the appliance to the scrap recycling facility, and
- The total number of appliances received.

ATTACHMENT 12.01 Insurance

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

1. Broadened Auto Pollution Liability:

- 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, and
- (unless waived by County Risk Manager) upset and overturn endorsement (e.g., MCS 90)

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 \$1 million occurrence / \$1 million aggregate, and

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.

Subrogation. Waiver of rights to subrogation that an insurer may acquire from Contractor with respect to payment of any loss.

Cross-liability coverage: Clearly evidence that policy provides cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured-versus-insured exclusions or limitations.

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