

MATERIALS MANAGEMENT

Attachment 3B. Inerts



SCOPE OF SERVICE / SPECIFICATIONS

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Words followed by an asterisk are defined in GLOSSARY: Inerts

Scope of Services/Service Specifications

B3.01 Services

a. **Services.** Contractor will accept, unload, stage, transport, and reuse, process or dispose of inert debris beginning 30 days after Notice to proceed by County. Although for regulatory purposes “inerts” *excludes* soil, rocks, and other earthen debris, for the purpose of this Contract “inerts” *includes* that earthen debris.

inerts means both:

- inert debris*
- earthen debris**

b. **Services Plan.** Contractor will provide services under its Services Plan 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.

Services Plan means the protocol in Attachment 3.01b.

c. **Site Access and Hours.** If County owns the materials management site, Contractor will have access to the site during operating hours or other times acceptable to County, included in its Service Plan. Contractor may store inerts, equipment and work-related materials on the materials management site in a manner that does not interfere with operations at the site or movement of customers.

[There are no Sections 3.02-3.04.]

B3.05 Acceptance

a. **Signage.** Upon County request, Contractor will design, produce, and post signs acceptable to County describing types of debris, and the corresponding tipping fee that County then charges in County’s sole discretion.

b. **Designated Drop-Off Areas.** Contractor will designate areas for storing different types of debris as required under law and the RDSI including:

- **Small Debris:**

small inert debris means inert debris (such as asphalt grindings) and earthen debris (such as gravel, soil or sod), no longer than 6” at its largest dimension, without imbedded steel or rebar, which can be used for beneficial reuse such as alternative daily cover (ADC)ⁱ, erosion control, drainage, and road construction and repair.

- **Large Inert Debris:**

large inert debris means inert debris which either or both:

- measures no *more* than 2' X 2' X 1' in any direction, and
- contains steel or rebar longer than 3', and

that can be beneficially reused after further processing to reduce its size.

c. **Customer Unloading.** Contractor may, but is not required, to post staff during receiving hours to direct customers where to unload small debris and large inert debris and check loads for materials other than inerts, such as contaminating drywall, shingles, or other C&D debris. If Contractor does not post staff, it must include in its Service Plan how it will handle contaminated discards, including their disposal.

d. **Commingling.** Although Contractor may commingle earthen debris with inert debris (which can be further commingled with C&D debris) to the extent allowed by law, Contractor nevertheless has obligations to maximize reuse and recycling of inerts under this Contract.

B3.06 Stockpile

a. **Length of Storage.** Contractor may store or stockpile debris for periods allowed under law (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. Contractor acknowledges that if it holds inert debris beyond that limit, inert debris constitutes disposal that is regulated by CalRecycle and must then comply with disposal regulations without any adjustment in the service fee.

b. **Regulatory Enforcement.** Contractor will pay County's for any enforcement proceeding and assessments, fines or penalties imposed by CalRecycle on Contractor or the County.

B3.08-10 Transport; Reuse, Processing, or Disposal

Transport; Reuse, Processing, or Disposal.

a. Contractor will transport inerts to sites for reuse or disposal, or to processing facilities. It will pay all costs of transport and any charges for reuse, processing, or disposal.

b. Reuse. Contractor will use best to reuse inert debris. Contractor will use small debris for specified beneficial reuse upon County requests, such as ADC for the County's Pumice Valley C&D landfill or erosion control.

CalRecycle has expressed its intent not to regulate clean solids and rock ("earthen debris")**. Contractor may transport and reuse or dispose of earthen debris to a site of its choice. Contractor will use best business efforts to reuse earthen debris.

c. Processing. If Contractor cannot reuse inerts using best efforts, Contractor will use reasonable business efforts to process debris at an inerts processing facility.***

d. Disposal. If Contractor cannot reuse or process debris under preceding subsections, it will dispose of inerts at an inerts disposal facility.****

GLOSSARY: Inerts

*

Inert Debris means solid waste and recyclable materials that are all of the following, consistent with 14 CCR 17381:

- source separated or separated for reuse,
- do not contain hazardous waste (as defined in CCR, Title 22, section 66261.3 et. seq.) or soluble pollutants at concentrations in excess of applicable water quality objectives and
- do not contain significant quantities of decomposable waste.
- do not contain more than 1% putrescible wastes by volume calculated on a monthly basis
- do not contain soluble pollutants at concentrations in excess of water quality objectives and has not been treated in order to reduce such pollutants.

"Type A inert debris" includes

- concrete (including fiberglass or steel reinforcing bar embedded in the concrete),
- fully cured asphalt,
- glass,
- fiberglass,
- asphalt or fiberglass roofing shingles,
- brick,
- slag,
- ceramics,
- plaster,
- clay and clay products.

Type B inert debris means solid waste that is specifically determined to be inert by the applicable RWQCB, such as treated industrial wastes and de-watered bentonite-based drilling mud but excluding Type A inert debris.

Type A inert debris can be commingled with earthen and C&D debris.

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earthen debris means gravel, rock, soil, sand, and similar materials, whether processed or not, that have never been used in connection with any structure, development, or other human purpose and are not inert debris although they may be commingled with inert debris.

inerts processing facility means either or both of the following:

- “Inert Debris Processing Facility” or
- “Inert Debris Type A Processing Operation “

as defined in 14 CCR 17381.

inerts disposal facility means either or both of the following:

- “Inert Debris Engineered Fill Operation
- “Inert Debris Disposal Facility” means a site where only inert debris is disposed to land.

as defined in 14 CCR 17381.

ATTACHMENT 4.04 Compliance with Law

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

- (Article 5.9 titled *Construction and Demolition and Inert Debris Transfer/Processing Regulatory Requirements* in 14 CCR)

b. Permits

[Attach all permits necessary to provide services for inerts]

ATTACHMENT 8.01 SERVICE FEE SCHEDULE

[INSERT FROM PROPOSAL]
