

# MATERIALS MANAGEMENT

## Attachment 3H. Carpets



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Words followed by an asterisk are defined in Glossary: Carpets

## Findings

**1. California Carpet Stewardship Program.** The California Carpet Stewardship Law established an Extended Producer Responsibility (EPR) program: California Carpet Stewardship Program. EPR places responsibility for managing the life-cycle of carpet from manufacture to recycling. EPR places responsibility for managing the life-cycle of carpet from manufacture to recycling. When they buy carpet, customers pay an assessment per square yard of carpet to fund the program.

**2. Carpet American Recovery Effort.** Manufacturers established the non-profit organization, Carpet American Recovery Effort (CARE) to administer an implementation plan approved by CalRecycle.

**3. CARE Recycling Services.** CARE provides the following carpet recycling services at sites that participate in the program, including as of the Contract Date, County's Benton Crossing Landfill:

- A container to hold carpets after discard until transportation;
- Transportation of the container to its contract-recycler; and
- Funding the cost of the recycling.

**4. Integrated Materials Management Center.** County intends to continue participating in CARE's Carpet Recycling Program at the IMMC.

## Scope of Services / Specifications

### H3.01 Services

**a. Commencement / Termination.** Contractor will accept, unload, store, and mobilize carpets\* for transport to recycling facilities beginning on the date directed by County at least 10 days in advance. County may terminate this contract if it no longer receives containers, transport, and recycling services for carpets through the EPR program or through an alternative program.

**b. Services Plan.**

- 1. Means and Manner.** Contractor will append its Services Plan, satisfactory to County, to Attachment 3.01b:
  - describing *how* Contractor will provide services (the *manner*, such as storing, sorting), and
  - *what* it will use to provide those services (the *means*, such as storage container, trucks).

2. **Annual Update.** As of each July 1, Contractor will annually update the Services Plan to reflect changes in operations.
- c. **CARE Contract Compliance.** Contractor will comply with all requirements and perform all services under any contract between CARE and County, such as:
- Performance Obligations
  - Representations and Warranties
  - Indemnities. (Contractor indemnifies, defends, and holds harmless the County as County must do for CARE)
  - Insurance. (Contractor procures required insurance, making County and CARE additional insureds)
  - Law, and
  - Confidentiality.
- d. **Public Education.**
- i. **Public Information.** Contractor will cooperate with County in preparing and posting information for the public to deliver used carpets to the IMMC, including:
- Rates for discarding carpets,
  - Instructions on preparing carpets for discard.
- ii. **Installer / Contractor Information.** Contractor will coordinate with CARE to produce an informational handout instructing carpet installers and contractors how to handle carpet for recycling. It will post that information at the IMMC and give copies to personnel in IMMC gate house to distribute to installers and contractors that deliver solid waste.
- iii. **Media.** Contractor will use reasonable business efforts to advertise the carpet recycling program, including by press release, newspaper article, and Public Service Announcement in forms available from CARE.
- e. **Access.** Contractor will allow CARE access to the material's management site.
- f. **Quarterly Reporting.** Contractor will submit a report to CARE quarterly, including in the form posted by CARE and with information requested by CARE. Contractor will give a draft of the report to County at least 10 days prior to submitting it to CARE.
- g. **Quarterly Conference Call.** Contractor will participate on a conference call set up by CARE. It will give County one week's notice of the call and allow County to participate.

There are no Sections H3.02- H3.04

### H3.05 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 storing carpets or different types of carpets 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:
- Direct customers where to unload carpets at Contractor's designated materials management site;
  - screen incoming carpets to determine whether they are suitable for recycling; and remove those that are not suitable for recycling, such as
    - Water,
    - Fire damage,
    - Other fiber content, and
    - Biological materials:
      - soil,
      - food, and
      - urine, feces.

Contractor will move carpets from drop-off sites to containers. It will not allow customers to move them.

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

- d. **No Charge.** Contractor may not charge customers for carpets that they drop off.
- e. **Employee Safety.** Contractor will provide personal protective equipment to its employees, including all of the following:
- Leather gloves (for handling carpets manually),
  - Safety vests
  - Safety goggles
  - Hearing protection, if necessary because of noise from equipment, ,
  - Steel-toed boots (if working with bales, on foot)

f. **Employee Training.** Contractor will train employees to safely operate equipment, such as forklifts, squeeze lifts, and front-end loaders. Contractor will assure that employees obtain all necessary licenses to operate equipment.

### H3.06 Stockpiling and Mobilization

- a. **Containers.** Contractor may store carpets on its materials management site.
- i. **Broadloom Carpet.** Contractor will do all the following:
- cut the carpets into sections that may be handled more easily by hand,
  - roll carpet and padding separately,
  - Tie the rolls or tape for stacking;
- ii. **Carpet Tile.** Contractor will do all of the following:
- Stack on a pallet,
  - Wrap with plastic,
  - Strap for transport.

Contractor will stack or store carpets in boxes and load them into a collection trailer in a compact manner to maximize the number of carpets per load.

Contractor will not store carpets outdoors without County approval of a storage plan in accordance with CARE guidance, including:

- Tarping,
- Collecting storm water run-off to capture loose carpet fiber,
- Limiting the height and maximum size of piles, and
- Separating piles for fire control,
- Creating fire lanes and easy access of water and fire-fighting equipment to piles,
- Clearing combustible ground cover adjacent to piles.

b. **Loading.**

i. **Stacking.** Contractor will train employees to load containers safely in stacks with new rows added like steps, to prevent carpets from tipping or rolling on top of workers.

ii. **Balancing.** Contractor will train employees to balance loads and keep them within road weights:

- Load pallets of carpet tiles in single layers only;
- Do not stack rolled carpets on top of pallets; and
- Fill the container to maximum allowable road weight, as follows:

Container Size	Target Weight (lbs.)
28' Trailer	14,000 – 24,000
53' Trailer	27,000 - 40,000
48' Walking Floor	32,000 – 34,000

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20' Cargo Container	8,000 – 10,000
40' Cargo Container	15,000 – 20,000
40 yd. Container	7,000 – 9,000

- c. **Care.** Contractor must keep them, clean, dry and free of debris.
- d. **Management.** On the Contract date, as contractual obligations and not regulation, Contractor will do all the following:
- develop a fire safety plan, including how fire trucks can access the site and secure water, and stocking fire control equipment such as water tanks, fire extinguishers, pikes, and shovels,
  - refrain from smoking, open burning, and use flammable equipment except at an appreciable distance from the stored carpets.
  - control mosquitos and rats in a manner satisfactory to County.

Contractor will practice good housekeeping standards, including keeping storage containers and program materials in a neat and orderly condition in the judgment of County or CARE.

- e. **Completion of Work.** Contractor will remove any non-program materials from CARE-designated storage containers before CARE removes them for transport to CARE recyclers. Contractor will empty and clean its materials management site to County satisfaction after each mobilization, including:

- sweeping the site to collect all remaining tire debris, and
- removing residual materials that contaminate the carpets.

- f. **Noncompliance with Law.** In addition to provisions in the Master Contract and Materials Contract, Contractor will pay any fines or penalties assessed by a regulatory authority. County is not responsible for paying any fines, penalties, costs of clean up, abatement, or remediation.

### There is no Section H3.07

### H3.08 Removal and Transport

- a. **Notification.** Contractor will request CARE to pick up loaded containers and swap them for an empty about 7 days before container is filled using the form provided by CARE. Contractor will send a photograph of the filled container with its request.
- b. **Access.** On the scheduled pickup day, Contractor will provide CARE's transporter easy access to stored carpets.

c. **Weigh.** When removing carpets and any residual (such as contaminating trash or garbage) from its materials management site, Contractor will separately weigh residual. It will record all of the following for each load:

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

### H3.10 Disposal

a. **Residual.** Contractor will dispose of residual wastes, carpets that were not recyclable and other contaminating solid waste delivered by Customers with carpets.

b. **Hazardous Waste.** Contractor will dispose or otherwise manage hazardous waste under law.

c. **Cost.** Contractor will pay all disposal costs.

### GLOSSARY: Carpets

\*

**carpet** means a manufactured article that is:

- used in commercial or residential buildings affixed or placed on the floor or building walking surface as a decorative or functional building interior feature and
- primarily constructed of a top visible surface of synthetic face fibers or yarns or tufts attached to a backing system derived from synthetic or natural materials.

**'carpet'** includes:

- a commercial or a residential broadloom carpet or
- modular carpet tiles.

**'carpet'** excludes a rug, pad, cushion, or underlayment used in conjunction with, or separately from, a carpet.

## **ATTACHMENT 4.04 Compliance with Law**

**a. Materials Management.** The Master Contract lists examples of laws related to managed materials as a convenience for the parties in performing and administering contracts.

**Carpets Management.** This Attachment lists examples of laws related specifically to carpets:

- Carpet Stewardship Law PRC 42970-42983
- 14 CCR 18940 et. seq.
- CARE Contingency Stewardship Plan [2020Apr23CareCarpetPlan.pdf](#)

## **ATTACHMENT 8.01 Service Fee Schedule**

[INSERT FROM PROPOSAL]