



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**REQUEST FOR PROPOSAL (RFP)**  
**OFFER SHEET**

**SOLICITATION NO:**  
RFP CDL2003

**COMMODITY/SERVICE DESCRIPTION:**  
Beneficial Reuse of Biosolids

**DATE ISSUED:**  
April 4, 2016

**REQUISITION NO.:**  
2200 16021600262

**COMMODITY CODE:**  
95812

**PRE-PROPOSAL CONFERENCE TIME AND DATE:**  
April 18, 2016, 1:00PM local time

**LOCATION:**  
Hornsby Bend Biosolids Management Plant  
Room: Auditorium  
2210 FM 973  
Austin, TX 78725

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACTS:**

**Primary Point of Contact:**

Danielle Lord  
Purchasing Manager  
Phone: (512) 974-2298  
E-Mail: Danielle.Lord@austintexas.gov

**PROPOSAL DUE PRIOR TO:**  
May 5, 2016 at 2:00PM local time

**PROPOSAL CLOSING TIME AND DATE:**  
May 5, 2016 at 2:00PM local time

**LOCATION:**  
Municipal Building, 124 W 8<sup>th</sup> Street, Room 308  
Austin, Texas 78701

**Secondary Point of Contact:**

Joshua Pace  
Buyer II  
Phone: (512) 974-3127  
E-Mail: Joshua.Pace@austintexas.gov

**LIVE SOLICITATION CLOSING ONLINE:**  
For RFP's, only the names of respondents will be read aloud

**For information on how to attend the Solicitation Closing online, please  
select this link:**

<http://www.austintexas.gov/departments/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:**

<b>Address for US Mail (Only)</b>	<b>Address for FedEx, UPS, Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # CDL2003	Purchasing Office-Response Enclosed for Solicitation # CDL2003
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES (FLASH DRIVE ONLY) OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	4
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete, sign (first and second page), and return	2
ATT A	ATTACHMENT A- TRANSITION PLAN	**
ATT B	ATTACHMENT B- VOLUME	**
ATT C	ATTACHMENT C- CURRENT PERMITS	**
ATT D	ATTACHMENT D- LAYOUT DIAGRAM	**
ATT E	ATTACHMENT E- CHAIN OF CUSTODY TEMPLATE	**
ATT F	ATTACHMENT F- COST PROPOSAL FORM	**
ATT G	ATTACHMENT G- PURCHASING OFFICE EXCEPTIONS FORM	**

**\* Documents are hereby incorporated into this solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* documents are available on the Internet at the following online address: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)**

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

**\*\* Documents are hereby incorporated into this solicitation as attached documents with the same force and effect as if they were incorporated in full text.**

### **INTERESTED PARTIES DISCLOSURE**

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

**Signature of Officer or Authorized Representative:** \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**\* Proposal response must be submitted with this Offer sheet (pages 1-3)  
to be considered for award.\***

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Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1. **Addendum** - a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. **Alternate Offers** - multiple Offers with substantive variations from the same Offeror in response to a Solicitation.
3. **Appropriate, Appropriated, or Appropriation** - the adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. **Authorized City Representative** - a person designated by the City Manager to act for the Contract Awarding Authority.
5. **Best Offer** - the best evaluated Offer in response to a Request for Proposals or Request for Qualification Statements.
6. **Best Offeror** - the Offeror submitting the Best Offer.
7. **Bid** - a complete, properly signed response to an Invitation for Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
8. **Bidder** - a person, firm, or entity that submits a Bid in response to an Invitation for Bid. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **Bid Guaranty** - a form of security assuring that the bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
10. **Bid Sheet** - a document, signed and dated by a Bidder, containing unit and extended bid prices for all goods and/or services, identified by item numbers and descriptions, for which Bids are being submitted.
11. **Business Entity** - any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.
12. **Central Purchase Order (CT)** - a financial system document issued by the Contract Awarding Authority to encumber funds to pay for the deliverables identified in a Contract.
13. **City** - the City of Austin, a Texas home-rule municipal corporation.
14. **Compliance Plan** - is defined in chapter 2-9 of the City Code.
15. **Construction** - the construction, repair, rehabilitation, alteration, conversion or extension of buildings, parks, utilities, streets or other improvements or alterations to real property.
16. **Contract** - a binding legal agreement between the City and the Offeror. The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:



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- A. any exceptions to the Offer accepted in writing by the City
  - B. the Supplemental Purchase Terms and Conditions
  - C. the Standard Purchase Terms and Conditions
  - D. the Offer, exhibits, and attachments; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.
17. **Contract Awarding Authority** - a City department authorized to enter into Contracts on behalf of the City.
18. **Contractor/Consultant** - a person, firm or entity that supplies or provides goods and/or services to the City by Contract.
19. **Controlling Interest** means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stocks or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
20. **Deliverables** - the goods, products, materials, and/or services to be provided to the City under a Purchase Order, Contract, or Master Agreement.
21. **Delivery Order** - a release against a Master Agreement authorizing delivery of goods and/or performance of services. A financial system document issued by the Department to encumber funds to pay for the deliverables.
22. **Disadvantaged Business Enterprise** - is defined in 49 Code of Federal Regulation Part 26 or other applicable federal regulations.
23. **Due Date** - the date and time specified for receipt of Bids, Proposals, Qualification Statements, Quotations, Responses, Submittals and Compliance Plans.
24. **Goods** - supplies, materials, or equipment.
25. **Highest Responsible Offer** - the highest Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid-Sale or Request for Quotation-Sale.
26. **Highest Responsible Offeror** - the Offeror submitting the "Highest Responsible Offer."
27. **Interested Party** - a person who has a Controlling Interest in a Business Entity with whom the City contracts or who actively participates in facilitating the Contract or negotiating the terms of the Contract, including a broker, intermediary, adviser, or attorney for the Business Entity.
28. **Invitation for Bid (IFB)** - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or on the Internet.
29. **Late Offer** - a Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
30. **Lowest Responsible Offer** - the Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid or Request for Quotation resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of

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the Vendor to perform the Contract, past performance of the Vendor, and compliance with all City ordinances concerning the purchasing process.

31. **Lowest Responsible Offeror** - the Offeror submitting the Lowest Responsible Offer.
32. **Master Agreement** - a term contract that is used when the total quantity required cannot be definitely fixed, but can be stated as an estimate or within maximum and minimum limits with deliveries on demand. A Master Agreement does not create a financial obligation.
33. **Minority-Owned Business** - is defined in chapter 2-9 of the City Code.
34. **Non-Professional Services** - services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
35. **Offer** - a complete signed response to a Solicitation including, but not limited to, an Invitation for Bid, a Request for Proposal, a Request for Qualification Statements, or a Request for Quotation.
36. **Offeror** - a person, firm, or entity that submits an Offer in response to a City Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. Includes Bidders, Proposers, Quoters, Contractors and Consultants.
37. **Pre-Bid / Proposal / Quote / Response / Submittal Conference** - a conference conducted by the Contract Awarding Authority, held in order to allow Offerors and Vendors to ask questions about the proposed Contract and particularly the Contract specifications.
38. **Professional Services** - services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
39. **Proposal** - a complete, properly signed response to a Request for Proposals, which if accepted, would bind the Proposer to perform the resultant Contract.
40. **Proposal Guaranty** - a form of security assuring that the Proposer (a) will not withdraw the Proposal within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Proposer upon execution of a Contract.
41. **Proposer** - a person, firm or entity that submits a Proposal in response to a Request for Proposals. Any Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
42. **Purchase Order (PO)** - an order placed by a City department for the purchase of Goods and/or Services written on the City's standard Purchase Order form and which, when accepted by the Vendor becomes a Contract. The Purchase Order is the Vendor's authority to deliver and invoice the City for Goods and/or Services specified, and the City's commitment to accept the Goods and/or Services for an agreed upon price.
43. **Purchasing Office** - refers to the Purchasing Office in the Financial and Administrative Services Department of the City.
44. **Quote** - a complete, properly signed response to a Request for Quotation, which if accepted, would bind the Offeror to perform the resultant Contract.

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- 45. **Quoter** - a person, firm or entity that submits a Quote in response to a Request for Quotations. Any Quoter may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
- 46. **Request for Information (RFI)** - a solicitation used to obtain "state of the art" information on goods and/or services for informational purposes only.
- 47. **Request for Interest (RFINT)** - a solicitation used to identify interest in a City requirement.
- 48. **Request for Proposal (RFP)** - a solicitation used to acquire goods and/or services when a clearly defined scope of work or specification is not available.
- 49. **Request for Qualification Statements (RFQS)** - a solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- 50. **Request for Quotation (RFQ)** - a solicitation used to acquire goods and/or services with a total dollar value less than the State of Texas competitive bidding amount.
- 51. **Resident Bidder** - a person, firm, or entity whose principal place of business is in the State of Texas, including a Contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.
- 52. **Response** - a complete signed reply to a Solicitation including, but not limited to a Request for Information and/or a Request for Interest.
- 53. **Response Guaranty** - a form of security assuring that the Offeror (a) will not withdraw the Offer within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Offeror upon execution of a Contract.
- 54. **Responsible** - refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- 55. **Responsive** - meeting all the requirements of a Solicitation.
- 56. **Services** - include all work or labor performed for the City on an independent Contractor basis other than construction.
- 57. **Solicitation** - as applicable, includes Invitation for Bid, Invitation for Bid - Sale, Request for Proposal, Request for Qualification Statements, Request for Quotation, Request for Quotation - Sale, Request for Information, Request for Interest, or such other request as defined by the City.
- 58. **Subcontractor/Subconsultant** - a person, firm, or entity providing goods and/or services to a prime Contractor / Consultant to be used in the performance of the prime Contractor/Consultant's obligations under a Contract.
- 59. **Sub-Subcontractor/Sub-Subconsultant** - a person, firm or entity providing goods and/or services to a Subcontractor/Subconsultant to be used in the performance of the Subcontractor/Subconsultant's obligations under a Contract.

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- 60. **Unbalanced Offer** - an Offer that is based on prices which are significantly less than cost for some items and significantly more than cost for others.
- 61. **Vendor** - a person, firm, or entity that sells Goods and/or Services.
- 62. **Woman-Owned Business** - is defined in chapter 2-9 of the City Code.



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1. **VENDOR REGISTRATION:** All Vendors, Contractors, Subcontractors, Consultants, and Subconsultants desiring to sell to the City must be registered to do business with the City prior to submitting an Offer to a City solicitation. Prime Contractors/Consultants are responsible for ensuring that their Subcontractors/Subconsultants are registered. Registration can be done through the City's online vendor registration system. [Log onto http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.
2. **EQUAL OPPORTUNITY:**
  - A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
  - B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.
3. **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM:**

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C, and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts. Goals for MBE/WBE participation are stated in each Solicitation and differ from contract to contract based on the type of contract, the availability of MBEs/WBEs to perform the functions of the contract, and other factors. Information on achieving the goals or documenting good faith efforts to achieve the goals are contained in the MBE/WBE Program Package contained in Section 0900 of the Solicitation. When goals are established, Offerors are required to complete and return the MBE/WBE Compliance Plan with their Offer. If no goals are established, Offerors are required to submit the No Goals Utilization Plan. If a Compliance Plan or No Goals Utilization Plan is not submitted prior to the date and time set forth in the Solicitation, the Offer will not be accepted for consideration.
4. **SOLICITATION:**
  - A. **Review of Documents:** Offerors are expected to examine all documents that make up the Solicitation. Offerors shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Offerors must use a complete Solicitation to prepare Offers. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
  - B. **Location of Documents:** Solicitations are issued by the Purchasing Office. The location and phone number for the Purchasing Office are specified in the advertisement and in the Solicitation.
5. **WRITTEN EXPLANATIONS OR CLARIFICATIONS:** Any material information given to one Offeror concerning a Solicitation will be furnished as an Addendum to all Offerors who have been issued a Solicitation. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations, clarifications or interpretations may be faxed to the City at (512) 974-2388. The fax must clearly identify the buyer's name and solicitation number.

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6. **PRE-BID / PROPOSAL / RESPONSE CONFERENCE:** If a Pre-Bid/Proposal/Response conference is mandatory, the time, place and mandatory nature of the conference will be specified on the cover page of the Solicitation. If a Pre-Bid/Proposal/Response Conference is mandatory and is not attended by an Offeror, their Offer will be rejected.
7. **PREPARATION OF OFFERS:**
- A. **Alternate Offers:** Alternate Offers will be rejected unless the Solicitation authorizes the submission of Alternates.
  - B. **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
  - C. **Bid / Proposal / Response Guaranty or Bond:** When required by the Solicitation, an Offer must be accompanied by a Bid/Proposal/Response Guaranty or a Bid / Proposal / Response Bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to the City.
  - D. **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Offeror may propose an "equal" product but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" remains with the City.
  - E. **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Offeror shall state its best delivery time.
  - F. **Exceptions:** Exceptions that are taken to any portion of the Solicitation may jeopardize acceptance of the Offer.
  - G. **Free on Board (FOB) Point:** The Offeror should quote its lowest and best price, with the goods delivered to the place specified, at the Offeror's expense and risk, and there tender delivery to the City.
  - H. **Payment:** Payment terms shall be net 30 days.
  - I. **Prices:** Offers shall be firm unless otherwise specified. Pricing shall be entered on the Bid/Quote Sheet (if applicable) in ink. Totals shall be entered in the "Total Price" column of the Bid/Quote Sheet. In the event of a discrepancy between unit price and extended price, the unit price shall govern.
  - J. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a Response to an RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.
  - K. **Proprietary Information:**
    - i. All material submitted to the City becomes public property and is subject to the Texas Public Information Act, Chapter 552, Texas Government Code, upon receipt.
    - ii. If an Offeror does not desire proprietary information in the Offer to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.
    - iii. Failure to identify proprietary information will result in all unmarked sections being deemed nonproprietary and available upon public request.



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- iv. For Bids submitted in response to an Invitation for Bids (IFB), the City will not consider any requests to keep the contents of a Bid Sheet Proprietary or Confidential.
- L. **Signature:** The Offeror must sign each document in the Solicitation requiring a signature. Any change made to the Offer must be initialed by the Offeror.
- M. **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Offers should not include exempted taxes. The successful Offeror should request a Tax Exemption Certificate from the Purchasing Office. Under no circumstances shall the City be liable to pay exempt taxes under any Contract.
- N. **Anti-Lobbying and Procurement:** Article 6, Chapter 2-7, City Code, amended December 6, 2011, prohibits lobbying activities or representations by Offerors between the date that the Solicitation is issued and the date a Contract is executed.
- i. Definitions
  - (1) **Agent:** a person authorized by a respondent to act for or in place of respondent, including a person acting at the request of respondent, a person acting with the knowledge and consent of a respondent, or a person acting with any arrangement, coordination, or direction between the person and the respondent.
  - (2) **Authorized Contact Person:** the person identified in a City Solicitation as the contact regarding the solicitation, or the authorized contact person's designee during the course of the no-contact period.
  - (3) **City Employee:** a person employed by the City.
  - (4) **City Official:** the mayor, members of the City Council, municipal court judges (including substitute judges), city manager, assistant city managers, city clerk, deputy city clerk, city attorney, deputy city attorney, all department heads or deputy department heads, whether such person is salaried, hired or elected, and all other persons holding positions designated by the City Charter. City official, unless otherwise expressly defined, includes individuals appointed by the mayor and city council to all City commissions, committees, boards, task forces, or other City bodies unless specifically exempted from this chapter by the city council.
  - (5) **Director:** the director of a department to which the Purchasing Officer has delegated authority for enforcing this Chapter.
  - (6) **No-Contact Period:** the period of time from the date of issuance of the Solicitation until a Contract is executed. If the City withdraws the Solicitation or rejects all Responses with the stated intention to reissue the same or similar Solicitation for the same or similar project, the no-contact period continues during the time period between the withdrawal and reissue.
  - (7) **Response:** a complete signed offer to a Solicitation.
  - (8) **Respondent:** a person submitting an offer to a City solicitation including a bidder, a quoter, responder, offeror, or a proposer. The term "respondent" also includes:
    - (a) an owner, board member officer, employee, contractor, subsidiary, joint enterprise, partnership, agent, lobbyist, or other representative of a respondent;
    - (b) a person or representative of a person that is involved in a joint venture with the respondent, or a subcontractor in connection with the respondent's response; and
    - (c) a respondent who has withdrawn a response or who has had a response rejected or disqualified by the City.
  - (9) **Representation:** a communication related to a response to a council member, official, employee, or City representative that is intended to or that is reasonably likely to:
    - (a) provide information about a Response;
    - (b) advance the interests of the Respondent;
    - (c) discredit the Response of any other Respondent;
    - (d) encourage the City to withdraw the Solicitation;



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- (e) encourage the City to reject all of the Responses;
- (f) convey a complaint about a particular Solicitation; or
- (g) directly or indirectly ask, influence, or persuade any City Official, City Employee, or body to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision, or agenda item regarding the Solicitation.

(10) **Solicitation:** an opportunity to compete to conduct business with the City that requires City Council approval under City Charter Article VII Section 15 (Purchase Procedure).

ii. **Restrictions on Contacts:**

- (1) During a no-contact period, a Respondent shall communicate only through the Authorized Contact Person.
- (2) During the no-contact period, a Respondent may not make a representation to a City Official or to a City Employee other than to the Authorized Contact Person. This prohibition also applies to a vendor that communicates and then becomes a Respondent.
- (3) The prohibition of representation during the no-contact period applies to a representation initiated by a Respondent, and to a representation made in response to a communication initiated by a City Official or a City Employee other than the Authorized Contact Person.
- (4) If the City withdraws a Solicitation or rejects all Responses with a stated intention to reissue the same or similar Solicitation for the same or similar project, the no-contact period shall expire after the ninetieth day after the date the Solicitation is withdrawn or all Responses are rejected if the Solicitation has not been reissued during the 90-day period.
- (5) For a single vendor award, the no-contact period shall expire when the first of the following occurs: contract is executed or Solicitation is cancelled.
- (6) For a multiple vendor award, the no-contact period shall expire when the last of the following occurs: all contracts are executed, negotiations have been fully terminated, or the ninetieth day after the Solicitation is cancelled.
- (7) The Purchasing Officer may allow Respondents to make representations to City Employees or City Representatives in addition to the Authorized Contact Person for a Solicitation that the Purchasing Officer finds must be conducted in an expedited manner; an expedited Solicitation is one conducted for reasons of health or safety under the shortest schedule possible with no extensions. The Purchasing Officer's finding and additional City Employees or City representatives who may be contacted must be included in the Solicitation documents.
- (8) Representations to an independent contractor hired by the City to conduct or assist with a Solicitation will be treated as representations to a City Employee.
- (9) A current employee, director, officer, or member of a Respondent, or a person related within the first degree of consanguinity or affinity to a current employee, director, officer or member of a Respondent, is presumed to be an Agent of the Respondent for purposes of making a representation. This presumption is rebuttable by a preponderance of the evidence as determined by the Purchasing Officer.
- (10) A Respondent's representative is a person or entity acting on a Respondent's behalf with the Respondent's request and consent. For example, a Respondent may email their membership list and ask members to contact Council Members on the Respondent's behalf. The members are then acting per Respondent's request and with their consent, and the members have become Respondent representatives.

iii. **Allowed Representation:**

- (1) If City seeks additional information from Respondent, the Respondent shall submit the representation in writing only to the Authorized Contact Person. The Authorized Contact Person will then distribute the written representation in accordance with the terms of the particular Solicitation. A Respondent cannot amend or add information to a Response after the Due Date.
- (2) If Respondent wishes to send a complaint to the City, the Respondent shall submit the complaint in writing only to the Authorized Contact Person. The Authorized Contact Person shall distribute a complaint regarding the process to members of the City Council or members

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of the City board, to the Director of the department that issued the Solicitation, and to all Respondents of the particular Solicitation. However, the Purchasing Officer shall not permit distribution of any complaint that promotes or disparages the qualifications of a Respondent, or that amends or adds information to a Response. A determination of what constitutes promoting or disparaging the qualifications of a respondent or constitutes amending or adding information is at the Purchasing Officer's sole discretion. Bid protests are not subject to the subsection. Documents related to a bid protest may not be forwarded to Council under this subsection.

- (3) If a Respondent submits a written inquiry regarding a Solicitation, the Authorized Contact Person will provide a written answer and distribute both the inquiry and answer to all Respondents on the Solicitation.
- (4) If a Respondent does not receive a response from the Authorized Contact Person, the Respondent may contact the Purchasing Officer.
- (5) A Respondent may ask a purely procedural question, for example, a question regarding the time or location of an event, or where information may be obtained, of a City Employee other than the Authorized Contact Person. This section does not permit a Respondent to make suggestions or complaints about the contract process that constitutes a representation to a City Employee other than the Authorized Contact Person. Notwithstanding this subsection, a Respondent may not ask a procedural question of a Council member, a Council members' aide, or of a City board member except in a meeting held under the Texas Government Code, Chapter 551 (Open Meetings Act).
- (6) This Article allows representations:
  - (a) made at a meeting convened by the Authorized Contact Person, including meetings to evaluate Responses or negotiate a contract;
  - (b) required by Financial Services Department protest procedures for vendors;
  - (c) made at a Financial Services Department protest hearing;
  - (d) provided to the Small & Minority Business Resources Department in order to obtain compliance with Chapter 2-9 A-D (the Minority-Owned and Women-Owned Business Enterprise Procurement Program);
  - (e) made to the City Risk Management coordinator about insurance requirements for a Solicitation;
  - (f) made in public at a meeting held under Texas Government Code, Chapter 551 (Open Meetings Act); or
  - (g) made from a Respondent's attorney to an attorney in the Law Department in compliance with Texas Disciplinary Rules or Professional Conduct.
- (7) Nothing in this article prohibits communication regarding the Solicitation between or among City Officials or City Employees acting in their official capacity.
- (8) A contribution or expenditure as defined in Chapter 2-2 (Campaign Finance) is not a representation.

iv. **Contract Voidable:** If a contract is awarded to a Respondent who has violated these AntiLobbying & Procurement provisions, the contract is voidable by the City.

v. **Debarment:**

- (1) If a Respondent has been disqualified under these provisions more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Respondent from the sale of goods or services to the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

8. **SUBMISSION OF OFFERS:** Offerors are required to submit an executed original and copies of the Offer as specified on the Offer Sheet of the Solicitation.

- A. **Documents required with Offer:** Submit the following documents with the Offer, as applicable, prior to the Due Date (**SEE SECTIONS 0400, 0500 and 0600 IN THE SOLICITATION FOR ADDITIONAL REQUIRED INFORMATION**). Failure to submit the documents may be grounds to reject the Offer:

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- i. Cover Page, Offer Sheet signed by an authorized representative; ii. Section 0600, Bid/Quote Sheet or Offer, as applicable; iii. Section 0605, Local Business Presence Identification, if applicable;
- iv. Section 0700, Reference Sheet, as applicable ;
- v. Sections 0835 – Non-Resident Bidder Provisions;
- vi. 0815, Living Wage and Benefits Contractor Certification, if applicable;
- vii. Section 0900, MBE/WBE Procurement Program Package;
- viii. Bid/Proposal Guaranty, if applicable; and ix.. any other document included in the Solicitation requiring completion or execution by the Offeror.

All other pages in the Solicitation should be retained by the Offeror.

- B. **Mailing:** Offers and Compliance Plans (when required by the Solicitation), must be returned in a sealed envelope or container marked on the outside with the:

**Offeror's Name & Address  
Solicitation Number  
Due Date and Time**

- i. If a MBE/WBE Compliance Plan is required, it may be submitted with the sealed Offer or in a separate sealed envelope. If the Compliance Plan is included with the Offer, the outside of the envelope must indicate that the Compliance Plan is included. If the Compliance Plan is submitted in a separate envelope, the outside of the envelope must identify the contents as the "Compliance Plan" and must also include the Offeror's name & address, the Solicitation number, and the Due Date and Time. If a Compliance Plan is required but is not submitted prior to the time set forth in the Solicitation, the Offer will not be accepted for consideration.
- ii. When sending an Offer and/or Compliance Plan, use the proper address as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation #	Purchasing Office-Response Enclosed for Solicitation #
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Note: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

- iii. Unless authorized in the Solicitation, email, facsimile, or electronic Offers will not be accepted.
- C. **Addendum:** Receipt of an Addendum should be acknowledged by signing and returning the Addendum with the Offer or under separate cover prior to the Due Date. The Addendum should be returned with the Offeror's name, address, the Solicitation number, and the Due Date and Time. If the elements covered in the addendum directly impact cost and the addendum is not returned before the Due Date and Time, the offer will be disqualified.



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- D. **Acceptance of Offers:** Offers must be received and time stamped at the receptionist's desk in the Purchasing Office prior to the Due Date and Time. The time stamp clock on the receptionist's desk in the Purchasing Office is the official time of record and is verified daily with the local time service at (512) 476-7744. It is the sole responsibility of the Offeror to ensure timely delivery of the Offer. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Offeror.
- E. **Late Offers:** All Offers received after the Due Date and Time are considered late and will be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. Late Offers will be rejected unless the Purchasing Office, at its sole discretion, determines that the City's misdirection or mishandling was the sole or main cause for the Offer's late receipt at the designated location.
- F. **Rejection of Offers:** The City reserves the right to reject any or all Offers and to waive any minor informality in any Offer or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offer).

9. **MODIFICATION OR WITHDRAWAL OF OFFERS:**

- A. **Modification of Offers:** Offers may be modified in writing at any time prior to the Due Date.
- B. **Withdrawal of Offers:** Offers may be withdrawn in writing, by email, or by facsimile (provided that the facsimile is signed by the Offeror) at any time prior to the Due Date. An Offeror may also withdraw an Offer in person, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Offeror. Withdrawn Offers may be resubmitted, with or without modifications, up to the Due Date.

10. **OPENING OF BIDS:** The Purchasing Office representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each Bid aloud. Following the Bid opening, the City will post on the City's website the Bid Sheets from all timely received Bids.

11. **OPENING OF PROPOSALS / QUALIFICATIONS STATEMENTS AND RELEASE OF INFORMATION:** Proposals / Qualifications Statements will be opened in a manner that avoids disclosure of the contents. Following the Opening of Proposals / Qualification Statements, the City will post on the City's website the names of all Offerors submitting Proposals / Qualification Statements. At its sole discretion, the City may release to the public information that is contained in an opened Proposals / Qualifications Statement after City staff review, except as prescribed by State law, including Texas Government Code Chapter 552 and Local Government Code Chapter 252, provided that the City determines that the disclosure will not create a competitive disadvantage for the City.

12. **EVALUATION FACTORS AND AWARD FOR QUOTES AND BIDS:**

- A. **Evaluation:** Offerors may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Offers that specify an "all or none" award may be considered if a single award is advantageous. An Offer containing prices significantly lower than all other Offeror's prices for an item will present a rebuttable presumption of irresponsibility.
- B. **Award:** Request for Quotations and Invitations for Bids will be awarded to the Lowest Responsible Offeror. Invitation for Bids – Best Value will be awarded to the offeror who provides goods or services at

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the best value for the City based on factors outlined in Section 0600. Request for Quotations – Sale and Invitation for Bids – Sale will be awarded to the Highest Responsible Offeror.

- C. **Local Business Presence:** A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.
- (1) For Invitations for Bids if the City receives a competitive sealed bid from an offeror who has Local Business Presences and whose bid is within three percent of the lowest bid price received from an offeror who does not have Local Business Presence, the City may enter into a contract with the local vendor.
- (2) For Request for Proposals and Invitation For Bids-Best Value: Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors per the below evaluation criteria. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of goods and/or services as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. For Local Business Presence to be considered a completed Section 0605 must be returned with the Offer.

**LOCAL BUSINESS PRESENCE (Maximum 10 points)**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- D. **Acceptance of Quote/Bid:** Acceptance of a Quote/Bid for an open market purchase or supply or service Master Agreement will be by a Purchase Order or a Contract as appropriate. Subsequent Delivery Orders may be issued as appropriate. The contents of a Quote/Bid shall become a part of the Purchase Order/Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by or authorized by an Authorized City Representative.
13. **EVALUATION FACTORS AND AWARD FOR PROPOSALS AND RESPONSES:**
- Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Section 0600 of the Solicitation shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
14. **RESERVATIONS:** The City expressly reserves the right to:
- A. specify approximate quantities in the Solicitation;
  - B. extend the Solicitation closing date and time;
  - C. waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable Goods or Services;

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- D. waive any minor informality in any Offer or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offeror);
  - E. add additional terms or modify existing terms in the Solicitation;
  - F. reject an Offer containing exceptions, additions, qualifications or conditions not called for in the solicitation;
  - G. reject an Offer received from an Offeror who is currently debarred or suspended by the City or State;
  - H. reject an Offer received from an Offeror who is currently debarred or suspended by the Federal Government (Applicable if project receives Federal funding);
  - I. reject an Offer that contains fraudulent information;
  - J. reject an Offer that has material omissions;
  - K. reject or cancel any or all Offers;
  - L. reissue a Solicitation;
  - M. procure any item by other means;
  - N. consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; and/or
  - O. reject an Offer because of unbalanced unit prices;
15. **NEGOTIATIONS OF PROPOSALS:** The City reserves the right to negotiate all elements which comprise the Offeror's Proposal to ensure that the best possible consideration be afforded to all concerned.
16. **CONTRACT INCORPORATION:** Offeror should be aware that the contents of the successful Offer will become a part of the subsequent contractual documents. Failure of the successful Offeror to accept this obligation may result in the cancellation of any award. Any damages accruing to the City as a result of the successful Offeror's failure to contract may be recovered from the successful Offeror.
17. **OPPORTUNITY TO PROTEST:** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.
- A. **Prior to Offer Due Date:** If you are a prospective Offeror and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the Due Date for receipt of Offers, you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer Due Date.
  - B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:
    - i. You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
    - ii. You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated above.
    - iii. You must submit your protest in writing and must include the following information:
      - (1) your name, address, telephone, and fax number;
      - (2) the solicitation number and the CIP number, if applicable;
      - (3) a detailed statement of the factual grounds for the protest, including copies of any relevant documents.
    - iv. Your protest must be concise and presented logically and factually to help with the City's review.
    - v. When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are



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sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.

- vi. The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
- vii. A decision will usually be made within fifteen (15) calendar days after the hearing.
- viii. The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- ix. When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that:
  - (1) the City urgently requires the supplies or services to be purchased, or
  - (2) failure to make an award promptly will unduly delay delivery or performance.In those instances, the City will notify you and make every effort to resolve your protest before the award.

**18. POST OFFER DOCUMENTS REQUIRED FROM SUCCESSFUL OFFEROR:**

- A. **Letters of Intent:** When a MBE/WBE Compliance Plan is required, the successful Offeror must submit to the Purchasing Officer the Letters of Intent to subcontract required by the Compliance Plan within three (3) business days after notification. Failure to submit the required letters will be grounds for rejection of the Offer.
- B. **Certificates of Insurance:** When insurance is required, the Offeror must provide proof of coverage prior to execution of a Contract. The Offeror shall provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after written request from the City (See also "Insurance" in Section 0400, Supplement Purchase Provisions, of the Solicitation).
- C. **Bonds:** When Bonds are required, the Offeror must provide the bonds prior to the execution of the Contract. The Offeror shall provide the Bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- D. **Chapter 176 Conflict of Interest Disclosure:** In accordance with Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7<sup>th</sup>) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.



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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**. The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**. The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**. Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**. Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**. The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**. Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.



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**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
  - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
  - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.



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**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.



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**30. DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
  - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
  - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.



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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.



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**48. DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

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- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -
    - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
    - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
  - iii. "Domestic end product" means-
    - (1) An unmanufactured end product mined or produced in the United States; or
    - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
  - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
  - v. "Foreign end product" means an end product other than a domestic end product.
  - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".



## **Section 0400: Supplemental Purchase Provisions**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200, Solicitation Instructions)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 3PM, one (1) week prior to the solicitation opening date. Questions may be made via email to [Danielle.Lord@austintexas.gov](mailto:Danielle.Lord@austintexas.gov).

2. **INSURANCE:** Insurance is required for this solicitation.

- A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

- B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
    - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
      - (1) The policy shall include these endorsements in favor of the City of Austin:
        - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
        - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
        - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **PERFORMANCE BOND:**
- A. The Contractor shall provide a Performance Bond in an amount equal to \$500,000.00 within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. The Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
  - B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.
4. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of sixty (60) months and may be extended thereafter for up to five (5) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300, Standard Purchase Terms and Conditions)

- A. Invoices shall contain a unique invoice number, the information required below, and as referenced in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- B. The City will pay for cubic yards of biosolids leaving the plant. These cubic yards will be paid at one unit price whether the biosolids are composted or land applied offsite. Onsite land application and emergency disposal in a landfill are separate items. The landfill pay item will be used only if necessary, and if requested by the City.
- C. The contractor shall submit invoices by the 15<sup>th</sup> day of each month for the work done in the previous month. Invoices shall include, but are not limited to the following:

#### LAND APPLICATION INVOICING

- Contractor's name, on a professionally pre-printed form
- Contractor's address and phone number
- City's contract number/purchase order number
- Invoice number and date
- Date(s) of service
- Location(s) of service
- Itemized description and pricing
- Daily truck report/manifest(s)
- Daily volume of biosolids used for land application in cubic yards
- Monthly land application report in accordance with 30 TAC §312.48 and Hornsby permit requirements

#### COMPOST INVOICING

- Contractor's name, on a professionally pre-printed form
- Contractor's address and phone number
- City's contract number/purchase order number
- Invoice number and date
- Date(s) of service
- Location(s) of service
- Itemized description and pricing
- Compost batch number
- Measurement records of biosolids and bulking agents used in compost batch
- Daily volume of biosolids used in compost batch in cubic yards
- Monthly compost reports in accordance with 30 TAC §312.48 and permit requirements

- D. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water, Hornsby Bend BMP
Attn:	Lisa M. Boatman
Address	2210 South FM 973
City, State Zip Code	Austin, TX 78725

- E. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.



**7. LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. Directly assigned is defined as Contractor employees that are named or identifiable in the Contract, named or identifiable in the order, named identifiable in the invoice, or named or identifiable in some other deliverable. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (see Section 0815, Living Wages Contractor Certification included in the solicitation) with their Offer certifying that all employees directly assigned to this Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. If no Contractor employees will be directly assigned to the resulting Contract, the Contractor shall indicate "none directly assigned" on the Living Wage Contractor Certification. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide with the first invoice, individual Living Wage Employee Certifications for all employees directly assigned to the contract (Section 0820). The City reserves the right to request individual Employee Certifications at any time during the contract term. The Living Wage Employee Certifications shall be signed by each employee directly assigned to the contract. The Living Wage Employee Certification form (Section 0820) is available on-line at:  
[https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. The Contractor shall submit the Living Wage Employee Certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Living Wage Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The City's Site Contact or Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

**8. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the solicitation as the contact for questions and comments regarding the solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

9. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Austin Water Department facility by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- B. The Contractor shall comply with all security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements. A listing of the current requirements for Austin Water's Hornby Bend Management Plant are outlined below:

i. **AWU Site Security & Badging Requirements**

- a. The basic security functions of Contractors and Subcontractors shall center on the protection of personnel and the Utility's, and Contractors' property. These basic functions will involve monitoring the project site, controlling access, preventing unlawful entry, unlocking and locking buildings, and enforcing Utility rules, policies, procedures and directives.
- b. Contractors and Subcontractors shall provide deterrence against fire, theft, vandalism, and trespass and shall assist in the elimination of safety hazards and security breaches. In some cases, Contractors and Subcontractors will be called upon to assist in the detection and detention of persons guilty of trespassing on or committing offenses on Utility property. Uniformed officers from the Austin Police Department and local Sheriffs' Departments shall provide the enforcement support for criminal acts committed on Utility property.

ii. **Background Security Checks**

- a. The Contractor shall submit a "Criminal History Records Check Disqualifying Criminal Offenses" and provide a current background security check for each of their employees and their Subcontractors' employees. The background check must be performed by either the United States Federal Government (FBI) or the Department of Public Safety from the employee's home state (the state in which the employee resides and from whom they obtained their driver's license or identification card). The background security check for a non-US citizen shall be performed by their native country's national law-enforcement.
- b. Contractors and Subcontractors shall accurately report and record all transgressions and incidents.
- c. Unescorted access is granted to those individuals that have cleared the background security check. An Austin Water Utility badge decal will be issued.

iii. **AWU Badge Decal + Contract Company Supplied ID Badge**

- a. Security Identification Badges for employees of Contractors and Subcontractors shall be picture badges as approved by Facility or Treatment Program Division Managers and authorized by the Security Manager. Contractors shall provide a Security ID Badge for each of their employees and their Subcontractors' employees who require access to Utility facilities to perform their work. The facilities they may access shall be limited to those locations necessary for the performance of their contract. Contractors shall provide clear, plastic badge holders with an appropriate clip or lanyard that will protect the badge and allow it to be worn and displayed safely by employees on the outside of their clothing.
- b. The Security ID Badge shall be made of durable plastic material with minimum dimensions of 2 1/8 inches by 3 3/8 inches, and shall show a clear, photographic image of the bearer, with a vertical facial image no less than 3/4 inches high. Each badge shall clearly display the first and last name of the employee and the Company he/she works for. A space at least 3/4 inch high and one inch wide shall be kept free of information and shall be reserved for the Utility to apply a permanent, access authorization decal.
- c. All personnel on the job site shall wear the Security Identification Badge on the outside of their clothing, in the front, at or above their waist. Arm band ID holders are acceptable. Security Identification Badge holders will take reasonable care to protect

their badge from unauthorized use. ID badge holders will not allow others to use their badge. In the event that a Security Identification Badge holder discovers that their badge has been lost, the badge holder shall immediately report the loss to the Contractor's Site Superintendent, who will immediately report the loss to the AWU Contract Manager, and to the AWU Plant Superintendent.

iv. **Revoking Access Authorization**

- a. Authorization to enter and/or work on any Austin Water Utility site is at the sole discretion of the Utility and may be revoked at any time.
- b. Authorization to enter Utility sites shall be revoked immediately for the following reasons:
  - The badge holder ends their employment with the Contractor or Subcontractor
  - The badge holder allows another person to use their badge, or the badge holder permits, or allows another person without a badge to enter a secured site.
  - The badge holder acts without authorization to defeat any security device at any secured site.
  - The badge holder's actions (or inaction) result(s) in damage to Utility facilities
  - The badge holder has been involved in a criminal action on site and has been determined as a threat to any persons or property at this site.
- c. Personnel in the following positions may revoke Access Authorization:
  - AWU Director and Assistant Directors for Treatment and for Engineering
  - AWU Division Heads, Plant Superintendents, and Supervisors in the Treatment Program Area
  - AWU Security Manager
  - AWU Site Contact
  - AWU Contract Manager

10. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed five percent (5%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
  - i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).



- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 50%	
Database Name: Producer Price Index	
Series ID: pcu562111562111	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Solid waste collection	
This Index shall apply to the following items of the Cost Proposal Form: ALL	

Weight % or \$ of Base Price: 50%	
Database Name: Producer Price Index	
Series ID: pcu484---484---	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Truck transportation	
This Index shall apply to the following items of the Cost Proposal Form: ALL	

E. **Calculation:** Price adjustment will be calculated as follows:

**Composite Indexes:** Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

For Each Index: Index at the time of calculation
Divided by each Index on solicitation close date
Equals change factor for each index
Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

11. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to Offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- C. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
12. **DEBRIEFINGS:** Any Offeror to this solicitation may request a debriefing within 30 calendar days of the contract being fully executed. Acceptance of debriefing requests after 30 days of contract execution will be at the sole discretion of the City. Debriefings will be scheduled at the availability of the City's authorized point of contact and will focus specifically on the Offer submitted by the Offeror.
14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Darrell Richmond

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[Darrell.Richmond@austintexas.gov](mailto:Darrell.Richmond@austintexas.gov)

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(512) 972-0313

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15. **SITE CONTACT:** The following person is designated as Site Contact, and will act as the contact point between Site Management and the Contractor during the term of the Contract:

Lisa Boatman

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[Lisa.Boatman@austintexas.gov](mailto:Lisa.Boatman@austintexas.gov)

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(512) 972-1954

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\*Note: The above listed Contract Manager and Site Contact is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

16. **CONTRACT CLOSE OUT & TRANSITION PLAN:**

- A. 120 days prior to the close of the contract and transition to a new Contractor, the Contractor shall work with Austin Water and the new Contractor to address the scheduling, training, equipment removals, service expectations, and transition to the newly awarded Contractor. The transition plan and schedule shall address any outstanding obligations and what steps will be taken to ensure that Austin Water is fully functional until the contract close out is complete. A template for the transition plan is detailed in **Attachment A-Transition Plan**.
- B. Contractor shall not have more than 30 days planned production inventory onsite at close of contract.

## **Section 0500: Scope of Work**

### **1.0 BACKGROUND**

The City of Austin (City) seeks to establish a contract for the beneficial reuse of biosolids for the City of Austin Water Department, Hornsby Bend Biosolids Management Plant, hereafter referred to as "Hornsby" or "site".

Hornsby is located at 2210 South FM 973, Austin, Texas 78725. The biosolids are located in drying basins and in the belt press area at the Hornsby site.

### **2.0 PURPOSE**

The Contractor shall beneficially reuse a minimum of 100,000 cubic yards of biosolids annually from the site. Included in the 100,000 cubic yards is up to 12,000 cubic yards of biosolids which the City may direct the Contractor to land apply onsite annually, if allowed by regulations. The remaining 88,000 cubic yards can be reused through composting, land application, or other beneficial use. Beneficial reuse options other than composting and land application shall be pre-approved by the City.

### **3.0 CONTRACTOR REQUIREMENTS – GENERAL**

- 3.1 The Contractor shall remove from the site a minimum of 100,000 cubic yards of biosolids annually including 12,000 cubic yards land applied on site (if allowed by regulation and directed by the City to do so). This required amount may be adjusted due to funding and/or supply. The City estimates that there will be about 1% biosolids supply growth annually. The amount of cubic yards produced in the last three years is listed in **Attachment B-Volume**.
- 3.2 The Contractor shall be responsible for all Federal, State, and Local insurance, permits, and licenses required to perform services under this contract. This shall include, but is not limited to, Occupational Safety and Health Administration (OSHA), Texas Department of Transportation (TXDOT), Environmental Protection Agency (EPA), and Texas Commission on Environmental Quality (TCEQ) registrations and permits needed to treat compost, haul and land apply or otherwise reuse biosolids. In addition, this shall include services which are clearly necessary for the complete and legal operation of this contract, though not specifically stated.
- 3.3 The Contractor shall be responsible for ensuring the material that is loaded, transported and beneficially reused is Class A or Class B biosolids in accordance with the City's Hornsby, Walnut Creek, and South Austin permits, listed in **Attachment C-Current Permits**. The City will certify Class B biosolids; the Contractor shall certify Class A biosolids. The Contractor shall be responsible for providing lab analysis for Class A certification. The City will report the analysis in accordance with the Hornsby, Walnut Creek Water Quality, and South Austin Regional permit.
- 3.4 The Contractor shall have no more than 50,000 cubic yards of biosolids stored onsite at any given time with the exception of the first year. At the beginning of the contract, the Contractor and the City will conduct a survey of and agree upon the amount of biosolids onsite. The Contractor may be required as a part of this scope of work to process any biosolids onsite predating the contract. This amount of biosolids will not exceed 50,000 cubic yards, and may be in various stages of processing.
- 3.5 The Contractor shall provide, install, and maintain onsite scanning technology to accurately measure the volume of biosolids. All biosolids removed from the belt press area shall be loaded into trucks, scanned, and assigned a product code for tracking. Measurement data shall be provided with the monthly invoice in an excel spreadsheet. The volume of biosolids used for land application shall be measured with the load scanner prior to leaving the plant or being transported to the onsite application fields. The volume for biosolids used in the



composting process shall be measured with the load scanner when removed from the belt press area and placed into the process. Biosolids stored in the basins for land application will be measured again prior to leaving the plant or being land applied onsite.

- 3.5.1 The load scanner's percent accuracy shall have a proven typical accuracy of 1% or better. The rated accuracy shall be better than or equal to that of the LVS-2 series of Load Volume Scanner manufactured by Loadscan. The Contractor shall perform the system set-up program once per month, or when scan track has been altered, or the system has been moved to a new location.
- 3.6 The City will provide access for the Contractor to utilize the compost pads totaling 22 acres and 4 of the 5 basins. Each basin is approximately three feet deep with five acres of surface area; **Attachment D-Layout Diagram**. Austin Resource and Recovery (ARR) operates in Basin 2; the Contractor shall not interfere with the operations of ARR.
- 3.7 The Contractor shall maintain the biosolids processing and storage areas as directed by the City's Site Contact. Maintenance of these areas shall include, but is not be limited to daily removal of all biosolids from the belt press area, cleaning and building berms necessary to contain the biosolids, and other work needed to ensure the areas are neat, safe, and usable. The Contractor shall store biosolids such that the oldest biosolids can be accessed first for beneficial reuse.
- 3.8 The Contractor shall notify the City's Site Contact prior to mixing or the alteration of the biosolids material. The Contractor is not permitted to bring biosolids from other sources onto the site.
- 3.9 The Contractor shall collect a weekly sample to represent percent solids of the biosolids hauled from the basins. The Contractor shall collect and deliver each sample within 30 minutes of collection to the Hornsby Laboratory for percent solids analysis. The Contractor shall follow Laboratory Chain of Custody requirements; **Attachment E-Chain of Custody Template**. The Contractor shall give 24 hour notice to the Laboratory before collecting and submitting samples that are an exception to the daily requirement. The City reserves the right to request more than one sample per week.
- 3.10 The Contractor shall be responsible for managing their operation in a manner that shall eliminate complaint and nuisance conditions created by odor and dust.
- 3.11 The Contractor shall be responsible for managing the operations onsite to reduce the probability of fires.
- 3.12 The Contractor shall be responsible for all spills of material associated with the loading, transporting, land application, incorporation or any use of the biosolids and/or compost. The Contractor's comprehensive spill response plan shall at minimum:
  - 3.12.1 Comply with all City, State and Federal requirements.
  - 3.12.2 Include specific preventative measures; such as regularly scheduled inspections and completion of field checklist logs.
  - 3.12.3 Include driver and other key personnel training requirements regarding the plan. Including frequency of training, method for documenting training, etc.
  - 3.12.4 Identify equipment and personnel required, as well as procedures to follow for the following spill types (with spill limited to concrete surfaces, grass/dirt surfaces, and reportable quantities spilled); upright tanker trailer, overturned tanker trailer, overturned end dump trailer and upright end dump trailer.
  - 3.12.5 Outline procedures for halting the spill source, containing the spill, removing the spilled material, performing final cleanup and reporting the spill to City and State

personnel.

3.12.6 Include authority to deploy excess equipment initially to ensure prompt containment and cleanup.

3.13 Spilled or leaked material shall be disposed of by the Contractor. The Contractor shall provide the City with all the paperwork required to track the spilled/leaked material to its final destination.

3.13.1 The Contractor shall notify the City within one hour of the occurrence should a spill or leak of any kind occur.

3.13.2 The Contractor shall provide a copy of any spill report to the City's Site Contact when reporting the incident to TCEQ.

#### **4.0 CONTRACTOR REQUIREMENTS – LAND APPLICATION**

4.1 The Contractor, if proposing to land apply biosolids offsite, shall be registered with the TCEQ to legally haul and land apply Class B biosolids on permitted fields.

4.2 The Contractor shall land apply, if directed by the City, approximately 12,000 cubic yards of biosolids annually onsite at Hornsby on approximately 400 acres. The City will verify the loading rates based on agronomic rate calculations. The Contractor shall ensure that fields are marked for buffers and setbacks. The Contractor shall plan, track, and report cubic yards and dry tons applied per field on a monthly basis. The Contractor shall provide loading, spreading, and any other equipment and personnel necessary to complete this task. The Contractor shall be responsible for annual soil sampling and lab analysis of the onsite applications fields as required by the Hornsby permit. Soil sampling shall be performed in November and results submitted to the City Site Contact no later January 1.

4.3 The Contractor shall document each land application load with a trip ticket or receipt as proof of loading and delivery. The Contractor shall review and approve the tickets or receipts before submitting them with an invoice. The trip ticket or receipt shall include, but is not be limited to the following information:

4.3.1 Product Code

4.3.2 Name of the driver

4.3.3 Time and date of haul

4.3.4 Cubic yards and dry tons hauled (excel spreadsheet from the scanner)

4.3.5 Class of biosolids

4.3.6 TCEQ permitted site number (if hauled for land application)

4.4 The Contractor shall land apply biosolids in a uniform manner, at a rate not to exceed the TCEQ permit rates. The Contractor shall perform application with a calibrated spreader designed for biosolids application. The Contractor shall incorporate land applied biosolids according to regulatory requirements.

4.5 The City will not authorize biosolids to go to a landfill except in extreme circumstances. If the option is exercised, the City's Site Contact will direct the Contractor on the amount of biosolids to be disposed of at a TCEQ and EPA approved landfill. Wastewater sludge is classified as special waste. Requirements for disposal in a municipal solid waste landfill are in Section VIII, page 18 of our permit. A Type I landfill shall be utilized. Below is the TCEQ links to the regulations and types of landfills that must be utilized for treatment plant sludge:

[https://www.tceq.texas.gov/permitting/waste\\_permits/msw\\_permits/msw\\_specialwaste.html/#disposal](https://www.tceq.texas.gov/permitting/waste_permits/msw_permits/msw_specialwaste.html/#disposal)

[https://www.tceq.texas.gov/permitting/waste\\_permits/msw\\_permits/msw-data](https://www.tceq.texas.gov/permitting/waste_permits/msw_permits/msw-data)

The Contractor shall provide proof the landfill is in compliance with EPA and TCEQ requirements for accepting Class B biosolids before any hauling to the landfill takes place. Copies of the Landfill ticket receipts and a monthly report shall be submitted with each invoice to the City's Site Contact. It is the City's intent to use the landfill option in the event of an emergency situation as defined by the City's Site Contact.

## **5.0 CONTRACTOR REQUIREMENTS - COMPOSTING**

- 5.1 The Contractor shall have available to them green waste (brush, yard and tree trimmings) that is brought to the site by other City departments and contractors. Austin Resource Recovery grinds this waste in Basin 2. Hornsby has received 35,000 tons for the past two years. There may be a decrease of 6,000 tons per year for four years if a new program to divert yard trimmings goes into effect. In 2019, the amount may level out at 10,000 tons per year; the City cannot guarantee green waste availability.
- 5.2 The City will allow the Contractor to utilize approximately three acres onsite to receive bulking materials for the Contractor's composting operations at Hornsby. The bulk drop off site shall be fenced with an opaque fence at the Contractor's expense and kept locked except when the Contractor is present. Site security is the responsibility of the Contractor.
- 5.3 The Contractor shall provide all weather access as necessary and at the Contractor's expense.
- 5.4 The Contractor, whether working onsite or offsite, shall be responsible for all work, sampling and analyses to meet all regulatory requirements for producing Class A composted biosolids. This includes, but is not limited to, creating windrows, turning windrows, daily temperature measurements, screening of compost if necessary, testing for fecal coliform, nutrients, and metals, and recordkeeping as required by TCEQ regulations and the Hornsby TCEQ permit. The Contractor is responsible for providing annual Toxicity Characteristic Leaching Procedure (TCLP) and PCB testing of composted material for inclusion with the Hornsby annual biosolids report to TCEQ.

## **6.0 TRANSPORTATION REQUIREMENTS**

- 6.1 The Contractor shall ensure transportation equipment is sealed to prevent leakage.
- 6.2 The Contractor's transportation equipment shall include a tarp or other cover to prevent blowout or spillage while transporting. The Contractor shall cover loads before leaving any site.
- 6.3 Before leaving the site, the Contractor shall clean all trucks and trailers used for transporting compost or biosolids to prevent spillage. The City reserves the right to stop hauling activities if trucks and equipment are not kept clean. The City shall be the final judge as to the condition of the trucks and equipment.
- 6.4 The Contractor shall ensure all personnel and vehicles hauling Class B biosolids are registered to haul in compliance with Texas Administrative Code Title 30, Part 1, Chapter 312, subchapter G, sections 312.141-312.150.
- 6.5 The Contractor shall equip any equipment used in the loading operation of biosolids with rubber tires designed to operate on a concrete surface.



## **Section 0600: Proposal Preparation Instructions and Evaluation Factors**

### **1. PROPOSAL FORMAT**

All Proposals shall submit 1 original paper copy and 6 electronic copies of your Proposal.

The original copy shall be submitted on 8.5 x 11 inch paper, bound or in a 3-ring binder, shall be clearly labeled as “**ORIGINAL**” and shall include the original signature of the person authorized to sign on behalf of the Offeror. Use tabs to divide each part of your Proposal and include a Table of Contents with page numbers linking the content of the Proposal.

The electronic copies shall be submitted on flash drives, and shall be an exact replica of the original paper copy. Each tab shall be a separate document on the flash drive. Please do not combine all tabs into one single Proposal.

Offerors shall provide all details in the Proposal described below and any additional information you deem necessary to evaluate your Proposal.

#### **Tab 1 - City of Austin Purchasing Documents**

Complete and submit the following documents:

- a. Completed and Signed Offer Sheet (pages 1-3)
- b. Signed Addendums (all pages)
- c. Completed Section 0605 – Local Business Presence Identification Form  
*If you will be utilizing Subcontractors, include the Subcontractor's information on this form.*
- d. Completed Section 0700 – Reference Sheet
- e. Completed Section 0815 – Living Wages Contractor Certification
- f. Completed Section 0835 – Non-Resident Bidder Provisions
- g. Completed and Signed Section 0900 (first and second page) – Minority- and Women-Owned Business Enterprise (MBE/WBE) No Goals Form  
*If you will be utilizing Subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and include the completed Section 0900, MBE/WBE No Goals Form with your Proposal packet. Include the Section 0900, MBE/WBE No Goals Form in Tab 1g of your Proposal along with all the required SMBR documentation and Good Faith Efforts.*

#### **Tab 2 - Business Organization & Capacity**

Provide the following information:

- a. Full name and address of your company and identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate. How long has your company been in business?
- b. Include names and contact information for key personnel that will be assigned to the awarded Contract.
- c. Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- d. Provide copies of TCEQ Certifications and permits for land use applications (Class B) as described in the Scope of Work.

- e. Describe your company's organizational capacity to fulfill the requirements contained within the Scope of Work and Supplemental Purchasing Provisions. Include your company's mission, financial resources, organizational stability, dedicated resources, industrial knowledge, and unique knowledge, skills, and abilities.
- f. Respondents shall submit a signed letter, on company letterhead, from the respondent's insurance producer certifying that the respondent is capable of meeting the insurance requirements stated in the Supplemental Purchase Provisions.
- g. Respondents shall submit a signed letter (on company letterhead) from the respondent's bonding agent certifying qualification and capability of meeting the bonding requirements given in the Supplemental Purchase Provisions.

**Tab 3 - Experience & Qualifications**

Provide the following information:

- a. Describe your company's experience, qualifications, and expertise. List all professional and technical organizations for which your company is a member. Highlight any special certifications or qualifications that may be relevant.
- b. Describe your company's relevant experience providing services described in the Scope of Work. Letters of Recommendation that your company has received may be included.
- c. Include names and qualifications of all professional personnel who will be assigned to this project. Identify the project manager and key personnel by name and title, state the primary work assigned to each person, and provide resumes for all personnel that will perform work under the resulting Contract (limit 2 page per person). Do not include the experience of personnel who did not actively participate.
- d. Statement on company letterhead that the Offeror is in good standing with all relevant licensing and regulatory agencies. If the Offeror is a partnership/joint venture, this information shall be submitted for each partner.

**Tab 4 - Proposed Solutions**

Provide your proposed solution to accomplishing the services indicated in the Scope of Work. Specifically include:

- a. A comprehensive plan for the beneficial reuse of biosolids. Land application and composting are considered beneficial reuse under the current Hornsby permit. Innovative and alternate methods will be considered for evaluation provided the proposed method is consistent with the goals of the City and meets regulatory requirements.

If the Offeror proposes to land apply, the plan shall include provisions listed the Scope of Work, and include a map of the site with buffers, setbacks, and application areas. The plan shall include the location and size of the fields, the timing of the hauling, and a copy of any permits for land application at sites outside of Hornsby.

If the Offeror proposes composting, the plan shall include provisions listed in the Scope of Work, and include marketing and distribution methods, the expected end use, source and quantity of supplemental bulking agents.

- b. A description your existing markets to include diversification markets and the size of your market base. Include how your market strategies change during market supply and demand changes.
- c. It is the City's intent is to stimulate the local economy and support the use of minority and women-owned businesses whenever possible. Offerors are encouraged to utilize local businesses and M/WBEs as much as possible in their operations. Describe what actions your company can take to fulfill this intent, if any.

*If you decide to Subcontract to fulfill this intent, you must contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 and complete the information listed in Tab 1g, and be reflective in the completed information you provide in Tab 1c.*

- d. A list of all the equipment and the age of the equipment that will be dedicated to the site.
- e. An odor and dust control plan that includes how complaints will be responded to and what practices and processes will be implemented to rectify such complaints.
- f. An operations management plan describing how the site will be operated in such a manner to prevent public health nuisances and respond to public complaints in a timely manner. Include the plan to manage and control the daily operations and inventory. Describe the communication plan and onsite interactions.
- g. A fire prevention plan that shall include how operations will be conducted to lessen the chance of fires, and a response plan in the event a fire begins.
- h. A spill response plan as it relates to the Scope of Work that details how all spills associated with loading, transporting, land application, incorporation or any use of the biosolids and/or compost will be responded to.

#### **Tab 5 – Schedule & Timeline**

Provide the following information assuming a start date of December 1, 2016:

- a. Mobilization Schedule
- b. Schedule for processing stored biosolids (estimated 50,000 cubic yard)
- c. Schedule for processing belt press biosolids at intervals of 50%, 75%, and 100% of the annual production.

#### **Tab 6 – Proposed Cost**

##### **Required Cost Proposal**

- a. On **Attachment F-Cost Proposal Form**, provide cost calculations for unit price per cubic yards. Cubic yards will be paid at one unit price whether the biosolids are composted or land applied offsite.
- b. Include pricing for land application onsite and emergency disposal at a landfill. The landfill line item will be used only if necessary, and if requested by the City, and therefore is not included in the final evaluated cost.

##### **Optional Cost Proposal**

- a. Additionally, provide itemized related services or products your company is offering and the associated prices and/or discounts offered to the City. Include the cost of labor, materials, supplies, and administrative overhead costs in the pricing/discount. Your organization's method of costing may or may not be used but shall be described. You may include additional price/discount lists or other supporting information with your Proposal.
- b. The City recognizes that there may be opportunities for revenue generation; therefore, alternate calculations and formulas are encouraged. You may submit an alternate calculation/formula that is mutually advantageous to the Offeror and City. Include the alternate calculation/formula and a brief explanation in this Tab for consideration. Alternate calculations/formulas should be submitted separately from the Cost Proposal Form provided. Alternate calculations/formulas will not be considered without the "Required Pricing" line items on the Cost Proposal Form.

#### **Tab 7 - Business Exceptions**

- a. Detail any business exceptions that you will require on **Attachment G-Purchasing Office Exceptions Form**.

2. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- a. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- b. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- c. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- d. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

3. **PROPOSAL ACCEPTANCE PERIOD:** All Proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the Proposal.

4. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If an Offeror does not desire proprietary information in the Proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**PROPOSAL PREPARATION COSTS & EXCEPTIONS:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Offeror. Be advised that exceptions to any portion of the solicitation may jeopardize acceptance of the Proposal.

5. **EVALUATION FACTORS AND AWARD**

- a. The City reserves the right to award by line item, category, location, unique qualifications or experience, service offerings, or any combination deemed most advantageous to the City.
- b. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Offeror will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph C below shall be applied to all eligible, responsive Offerors in comparing Proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Offerors after Proposals are received. Proposals should, therefore, be submitted on the most favorable terms.



c. **Evaluation Factors** -100 points

- |                                 |           |
|---------------------------------|-----------|
| (1) Experience & Qualifications | 20 points |
| (2) Proposed Solutions          | 20 points |
| (3) Schedule & Timeline         | 10 points |
| (4) Proposed Cost               | 40 points |
| (5) Local Business Presence     | 10 points |

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City Contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their Subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

The City will score offers on the basis of evaluation factors 1-5 above. The City may elect to conduct interviews and/or site visits for short-listed Offerors. Interviews may be conducted at the discretion of the City. Maximum 25 points.

## **Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR SHALL SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

***NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).***

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

<b>Name of Local Firm:</b>		
<b>Physical Address:</b>		
Is your headquarters located in the Corporate City Limits?	Yes	No
<b>OR</b>		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

<b>Name of Local Firm:</b>		
<b>Physical Address:</b>		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
<b>OR</b>		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

<b>Name of Local Firm:</b>		
<b>Physical Address:</b>		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
<b>OR</b>		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

## **Section 0700: Reference Sheet**

Responding Company Name \_\_\_\_\_

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1.	Company's Name	_____
	Name and Title of Contact	_____
	Project Name	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	(____)_____ Fax Number (____)_____
	Email Address	_____
2.	Company's Name	_____
	Name and Title of Contact	_____
	Project Name	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	(____)_____ Fax Number (____)_____
	Email Address	_____
3.	Company's Name	_____
	Name and Title of Contact	_____
	Project Name	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	(____)_____ Fax Number (____)_____
	Email Address	_____



## **Section 0815: Living Wages Contractor Certification**

Company Name: \_\_\_\_\_

Pursuant to the Living Wages provision (as defined in Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour. If no employees will be directly assigned to the resulting Contract indicate in the "Employee Name" section below "none directly assigned".

Employee Name	Employee Job Title

**\*USE ADDITIONAL PAGES AS NECESSARY\***

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

## **Section 0835: Non-Resident Bidder Provisions**

Company Name: \_\_\_\_\_

- A. Offeror shall answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder/Offeror that is making and submitting this Bid/Offer a "Resident Bidder/Offeror" or a "non-resident Bidder/Offeror"?

Answer: \_\_\_\_\_

- (1) Texas Resident Bidder/Offeror- A Bidder/Offeror whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder/Offeror- A Bidder/Offeror who is not a Texas Resident Bidder/Offeror.

- B. If the Bidder/Offeror is a "Nonresident Bidder/Offeror" does the state, in which the Nonresident Bidder/Offeror's principal place of business is located, have a law requiring a Nonresident Bidder/Offeror of that state to Bid/Offer a certain amount or percentage under the Bid/Offer of a Resident Bidder/Offeror of that state in order for the nonresident Bidder/Offeror of that state to be awarded a Contract on such Bid/Offer in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder/Offeror Bid/Offer under the Bid/Offer price of a Resident Bidder/Offeror of that state in order to be awarded a Contract on such Bid/Offer in said state?

Answer: \_\_\_\_\_

## **Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE)**

### **No Goals Form**

SOLICITATION NUMBER:	CDL20023
PROJECT NAME:	Beneficial Reuse of Biosolids

**The City of Austin has determined that no goals are appropriate for this project.** Even though goals were not assigned for this solicitation, the Offeror is required to comply with the City's MBE/WBE Procurement Program, if areas of Subcontracting are identified.

If any service is needed to perform the Contract and the Offeror does not perform the service with its own workforce or if supplies or materials are required and the Offeror does not have the supplies or materials in its inventory, the Offeror shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Offeror must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will Subcontractors, Sub-consultants, or Suppliers be used to perform portions of this Contract? (Check the box that is applicable below and follow the instructions as indicated; only check one box.)**

- ☐ If **NO**, please sign the No Goals Form and submit it with your Offer.
- ☐ If **YES**, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Offer in a separate sealed envelope.

After Contract award, if your firm Subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any Subcontractor, Sub-consultant, or Supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if Subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Name and Title of Authorized Representative (Print or Type)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
*(Please duplicate as needed)*

SOLICITATION NUMBER:	CDL2003
PROJECT NAME:	Beneficial Reuse of Biosolids

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

<b>Name of Contractor/Consultant</b>			
<b>Address</b>			
<b>City, State Zip</b>			
<b>Phone Number</b>		<b>Fax Number</b>	
<b>Name of Contact Person</b>			
<b>Is Company City certified?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

\_\_\_\_\_  
**Name and Title of Authorized Representative (Print or Type)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Provide a list of all proposed Subcontractors / Sub-consultants / Suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:</b>			
Having reviewed this plan, I acknowledge that the Offeror (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.			
<b>Reviewing Counselor</b> _____	<b>Date</b> _____	<b>Director/Deputy Director</b> _____	<b>Date</b> _____



## **Proposal Checklist for CDL2003- Beneficial Reuse of Biosolids**

This solicitation is comprised of the following required sections and submittals.  
Please ensure to submit these sections and submittals in your Proposal.

**\*NOTE-This list should be utilized as a guide and may not include all submittals necessary for your Proposal. It is NOT necessary to return this form with your Proposal.\***

	LOCATION	DESCRIPTION
<input type="checkbox"/>	Tab 1a	Complete and <u>Sign</u> Offer Sheet (pages 1-3)
<input type="checkbox"/>	Tab 1b	Sign Addendums (all pages)
<input type="checkbox"/>	Tab 1c	Complete Section 0605- Local Business Presence Identification Form
<input type="checkbox"/>	Tab 1d	Complete Section 0700- Reference Sheet
<input type="checkbox"/>	Tab 1e	Complete Section 0815- Living Wages Contractor Certification
<input type="checkbox"/>	Tab 1f	Complete Section 0835- Nonresident Bidder Provisions
<input type="checkbox"/>	Tab 1g	Complete and <u>Sign</u> Section 0900- MBE/WBE No Goals Form
<input type="checkbox"/>	<b>Tab 1g</b>	<b>If Subcontracting, include MBE/WBE documents and Good Faith Efforts</b>
<input type="checkbox"/>	Tab 2a	Provide full name and address of your company and identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate. How long has your company been in business?
<input type="checkbox"/>	Tab 2b	Provide names and contact information for key personnel that will be assigned to the awarded Contract.
<input type="checkbox"/>	Tab 2c	Authorized Negotiator: Provide name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
<input type="checkbox"/>	Tab 2d	Provide copies of TCEQ Certifications and permits for land use applications (Class B) as described in the Scope of Work.
<input type="checkbox"/>	Tab 2e	Describe your company's organizational capacity to fulfill the requirements contained within the Scope of Work and Supplemental Purchasing Provisions. Include your company's mission, financial resources, organizational stability, dedicated resources, industrial knowledge, and unique knowledge, skills, and abilities.
<input type="checkbox"/>	Tab 2f	Provide a signed letter, on company letterhead, from the respondent's insurance producer certifying that the respondent is capable of meeting the insurance requirements stated in the Supplemental Purchase Provisions.
<input type="checkbox"/>	Tab 2g	Provide a signed letter (on company letterhead) from the respondent's bonding agent certifying qualification and capability of meeting the bonding requirements given in the Supplemental Purchase Provisions.
<input type="checkbox"/>	Tab 3a	Describe your company's experience, qualifications, and expertise. List all professional and technical organizations for which your company is a member. Highlight any special certifications or qualifications that may be relevant.
<input type="checkbox"/>	Tab 3b	Describe your company's relevant experience providing services described in the Scope of Work. Letters of Recommendation that your company has received may be included.
<input type="checkbox"/>	Tab 3c	Provide names and qualifications of all professional personnel who will be assigned to this project. Identify the project manager and key personnel by name and title, state the primary work assigned to each person, and provide resumes for all personnel that will perform work under the resulting Contract (limit 2 page per person). Do not include the experience of personnel who did not actively participate.

<input type="checkbox"/>	Tab 3d	Provide a statement on company letterhead that the Offeror is in good standing with all relevant licensing and regulatory agencies. If the Offeror is a partnership/joint venture, this information shall be submitted for each partner.
<input type="checkbox"/>	Tab 4a	Provide a comprehensive plan for the beneficial reuse of biosolids. Land application and composting are considered beneficial reuse under the current Hornsby permit. Innovative and alternate methods will be considered for evaluation provided the proposed method is consistent with the goals of the City and meets regulatory requirements. If the Offeror proposes to land apply, the plan shall include provisions listed the Scope of Work, and include a map of the site with buffers, setbacks, and application areas. The plan shall include the location and size of the fields, the timing of the hauling, and a copy of any permits for land application at sites outside of Hornsby. If the Offeror proposes composting, the plan shall include provisions listed in the Scope of Work, and include marketing and distribution methods, the expected end use, source and quantity of supplemental bulking agents.
<input type="checkbox"/>	Tab 4b	Provide a description your existing markets to include diversification markets and the size of your market base. Include how your market strategies change during market supply and demand changes.
<input type="checkbox"/>	Tab 4c	Describe what actions your company can take to stimulate the local economy and support the use of minority and women-owned businesses in your operations, if any.
<input type="checkbox"/>	Tab 4d	Submit a list of all the equipment and the age of the equipment that will be dedicated to the site.
<input type="checkbox"/>	Tab 4e	Submit an odor and dust control plan that includes how complaints will be responded to and what practices and processes will be implemented to rectify such complaints.
<input type="checkbox"/>	Tab 4f	Submit an operations management plan describing how the site will be operated in such a manner to prevent public health nuisances and respond to public complaints in a timely manner. Include the plan to manage and control the daily operations and inventory. Describe the communication plan and onsite interactions.
<input type="checkbox"/>	Tab 4g	Submit a fire prevention plan that shall include how operations will be conducted to lessen the chance of fires, and a response plan in the event a fire begins.
<input type="checkbox"/>	Tab 4h	Submit a spill response plan as it relates to the Scope of Work that details how all spills associated with loading, transporting, land application, incorporation or any use of the biosolids and/or compost will be responded to.
<input type="checkbox"/>	Tab 5a	Assuming a start date of December 1, 2016, provide a Mobilization Schedule.
<input type="checkbox"/>	Tab 5b	Assuming a start date of December 1, 2016, provide a Schedule for processing stored biosolids (estimated 50,000 cubic yard).
<input type="checkbox"/>	Tab 5c	Assuming a start date of December 1, 2016, provide a Schedule for processing belt press biosolids at intervals of 50%, 75%, and 100% of the annual production.
<input type="checkbox"/>	Tab 6	Complete Attachment F- Cost Proposal Form
<input type="checkbox"/>	Tab 7	Complete Attachment G- Purchasing Office Exceptions Form



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: RFP CL2003**

**Addendum No: 1**

**Date of Addendum: 4/20/16**

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This addendum is to incorporate the following changes to the above referenced solicitation:

**I. Clarifications:**

- I.1 Section 0500, Scope of Work item 3.5 is hereby revised to read as follows:

The Contractor shall provide, install, and maintain onsite scanning technology to accurately measure the volume of biosolids **for invoice quantities. The load scanner will serve as the control point for biosolids measurement. Biosolids shall be removed from the belt press area daily and moved to a staging area. Biosolids removed from the staging area shall be loaded into trucks, scanned and assigned a code for tracking. Tracking codes shall be used to differentiate between biosolids designated for compost, on-site land application, off-site land application or other approved reuse method.** Measurement data from the load scanner shall be provided with the monthly invoice in an excel spreadsheet.

- I.2 Section 0500, Scope of Work item 3.7 is hereby revised to read as follows:

The Contractor shall maintain the biosolids processing and storage areas as directed by the City's Site Contact. **The Contractor shall be responsible for keeping the area around the basin drain valves clear of debris.** Maintenance of these areas shall include, but is not be limited to daily removal of all biosolids from the belt press area, cleaning and building berms necessary to contain the biosolids, and other work needed to ensure the areas are neat, safe, and usable. The Contractor shall store biosolids such that the oldest biosolids can be accessed first for beneficial reuse.

- I.3 Section 0500, Scope of Work item 4.2 is hereby revised to read as follows:

The Contractor shall land apply, if directed by the City, approximately 12,000 cubic yards of biosolids annually onsite at Hornsby on approximately 400 acres. The City will verify the loading rates based on agronomic rate calculations. The Contractor shall ensure that fields are marked for buffers and setbacks. The Contractor shall plan, track, and report cubic yards and dry tons applied per field on a monthly basis. The Contractor shall provide loading, spreading, and any other equipment and personnel necessary to complete this task. The Contractor shall be responsible for annual soil sampling and lab analysis of the onsite applications fields as required by the Hornsby permit. Soil sampling shall be performed in November and results submitted to the City Site Contact no later January 1. **Annual soil sampling is required even if on-site land application is not performed.**

I.4 Section 0500, Scope of Work item 5.2 is hereby revised to read as follows:

The City will allow the Contractor to utilize approximately three acres onsite to receive bulking materials for the Contractor's composting operations at Hornsby. **Grinding is not allowed at the bulk drop off site.** The bulk drop off site shall be fenced with an opaque fence at the Contractor's expense and kept locked except when the Contractor is present. Site security is the responsibility of the Contractor.

## II. Questions:

Q1: Will the City accept an annually renewable performance bond?

A1: **An annually renewable performance bond is acceptable.**

Q2: The RFP seems to indicate that invoices will be based on the number of cubic yards removed from the City's Belt Filter Press area, but that volume is to be re-measured prior to leaving the plant for land application on or off the Hornsby Bend Site. Is there an operational reason to re-measure volume for land application that is not required for composting? How does the City intend to resolve differences in the measurement of the amount of biosolids coming off the belt filter press versus contained in trucks hauled to land application? We suggest that the City have a single point and time for measurement of volume that will be used at the agreed basis of payment with the on-site weigh scale as the most accurate and preferred alternative.

A2: **The Contractor shall provide, install, and maintain onsite scanning technology to accurately measure the volume of biosolids for invoice quantities. The load scanner will serve as the control point for biosolids measurement. Biosolids shall be removed from the belt press area daily and moved to a staging area. Biosolids removed from the staging area shall be loaded into trucks, scanned and assigned a code for tracking. Tracking codes shall be used to differentiate between biosolids designated for compost, on-site land application, off-site land application or other approved reuse method. Measurement data from the load scanner shall be provided with the monthly invoice in an excel spreadsheet.**

Q3: In section 3.7 of the scope of work, will the City clarify that direction on maintenance of the site will be "reasonably" provided? As written, the statement provides unlimited discretion to the City – i.e. could direct the Contractor to maintain the site in a manner that is un-attainable.

A3: **AW will not be unreasonable; the sludge needs to be cleared daily from the belt press area and the storage areas kept cleaned up. The way it is being maintained now is acceptable.**

Q4: Will the City provide a summary of any odor or dust complaints experienced at Hornsby Bend during the past two years?

A4: **There has been one odor complaint and no dust complaints.**

Q5: Is the use of one of the basins for green waste receiving allowed?

A5: **Yes. The drop-off of green waste to the basin area by a commercial vehicle is allowed.**

Q6: Will the City allow on-site consumer purchase of compost product?

A6: **On-site sales will be allowed but limited to loads of 6 cubic yards or greater.**



- Q7: Will the City consider selling or leasing its existing composting equipment to any proposer?
- A7: AW will not lease its existing equipment. If AW decides to sell the equipment it will be auctioned “as is” to the highest bidder.
- Q8: Can the proposer use the DilloDirt product name?
- A8: AW has not made a final determination on the use of the DilloDirt name at this time. Proposers should assume it will not be available.
- Q9: On Tab 5, Part C of the Scope of Work, can the City please clarify its objectives for asking for a schedule for handling belt press biosolids at 50%, 75% and 100% of annual production? We would like to understand more clearly so that we may provide an appropriate response. Is the City seeking or considering seeking proposals that contemplate the private party managing less than 100% of the annual production?
- A9: AW realizes there could be a “ramp up” period involved when the Contractor first starts working on site. If that is the case AW would like a timeline or schedule of how long it will take the Contractor to get to where they are processing 50%, 75% and 100% of the biosolids coming off the belt press, and what the plan is for the remainder of the biosolids during that time period.
- Q10: RFP section 3.2 requires the Contractor to be responsible for all permits. The current permit has the City of Austin as the permittee and runs until Oct 31, 2017. With the anticipated term commencing December 1, 2016, can the permit be left under City of Austin? Will future permit terms be left under City or will they need to be permitted under the proposer?
- A10: The City will keep the current permit for Hornsby Bend in the City’s name and when it is time will apply for the renewal. The Contractor will only be responsible for any offsite land application permits.
- Q11 (a-d): Attachment C permit questions:
- a. Page 1 of pdf - Are there any limits on processing dry tons per year. There is a limit on land application that is set at 6.27 dry tons per acre (454 acres for land application).
- A11a: There are no limits in the Hornsby Permit except for onsite land application.
- b. Page 1 of pdf - Who irrigates lagoon supernatant? Is this to be part of the Contractor’s scope?
- A11b: City will continue to run the irrigation process.
- c. Page 23- IX.D. If the Contractor becomes the permittee, is a licensed wastewater operator required to run the compost facility?
- A11c: Not applicable.
- d. Page 23- IX.E – will the proposer be in charge of groundwater assessment and monitoring plan and reporting? Will the City provide copies of existing reports/plans?
- A11d: No. The City will continue to perform all the groundwater sampling and reporting. The reports are available, if they are still needed given the answer to this question we can make them available.
- Q12: Would the City please clarify the statement “Maximum 25 points” at the end of the last paragraph of section 0600, Evaluation Factors and Award?
- A12: The City may decide to conduct interviews and/or visits to the Proposer’s site. A shortlist of Proposers may be asked to attend an interview; specific questions and topics will be provided to the Proposer to answer or clarify. The City may tour the Proposer’s site to view their operations. The Proposer can earn up to an additional 25 points for this

interview and/or site visit. There is a possibility for a total of 125 points instead of just 100 points if the City conducts interviews and/or site visits.

Q13: Will the Contractor invoice and be paid for biosolids composting on a screened cubic yard biosolids or measured curing pile?

A13: No, invoices can only be generated for material that has left the site.

Q14: Will the Contractor have a volume number when the biosolids are taken from the belt press?

A14: The volume measurement will be as the material leaves the staging area.

Q15: The Contractor should not invoice until after PFRP and removal, correct?

A15: Yes, that is correct.

Q16: Will the Contractor's payment be based on the cubic yardage coming off the belt filter press, regardless of any changes up or down?

A16: The Contractor shall provide, install, and maintain onsite scanning technology to accurately measure the volume of biosolids for invoice quantities. The load scanner will serve as the control point for biosolids measurement. Biosolids shall be removed from the belt press area daily and moved to a staging area. Biosolids removed from the staging area shall be loaded into trucks, scanned and assigned a code for tracking. Tracking codes shall be used to differentiate between biosolids designated for compost, on-site land application, off-site land application or other approved reuse method. Measurement data from the load scanner shall be provided with the monthly invoice in an excel spreadsheet.

Q17: If there is a volume increase, will the Contractor be paid for the higher volume?

A17: Yes.

Q18: The Contractor's payment on the outgoing material is for the biosolids only irrespective of any carbon source amendments?

A18: Correct, the payment is for biosolids only.

Q19: So 100 cubic yards [of biosolids] is 100 cubic yards [paid] whether it's 50 or 200 [cubic yards in volume] going out the door?

A19: Correct.

Q20: How will the material be measured?

A20: The City requires load scanning technology in the scope of work.

Q21: Is there a procedure for the verification of the accuracy of the load scanning technology?

A21: The manufacturer's recommended procedure for calibration will need to be followed.

Q22: How will the City verify that the load scanner the Contractor uses is as accurate as the LoadScan LVS 2?

A22: If the Contractor chooses to use a load scanner other than the LoadScan model, then he must submit third party accuracy testing results on the model proposed. If the manufacturer does not have a report of documented accuracy, then the Contractor must submit a proposed testing protocol for City approval. All costs of accuracy testing will be borne by the Contractor.

- Q23: Will the City expect the Contractor to do grinding on the 3 acres, or to transfer to another place to do grinding?  
A23: Grinding can be done in one of the basins or pad area designated for the Contractor's use.
- Q24: Can the Contractor grind at Hornsby at all?  
A24: Yes.
- Q25: The Contractor must transfer the material offsite to sell it from somewhere else, correct?  
A25: Bulk sales with a minimum load size of 6 cubic yards or more can occur at Hornsby
- Q26: Will the Contractor be required to renew TCEQ permit?  
A26: No. AW will continue to be responsible for renewing the TCEQ permit.
- Q27: Will the Contractor be required to renew the Storm Water Pollution Prevention Plan?  
A27: No, however if the bulk drop off site requires any additional permitting that will be the responsibility of the contractor.
- Q28: What is the City's plan for ongoing maintenance on the drain areas for basins 1-5?  
A28: The City will operate and maintain the lift station that drains those areas. The priority is to clear out any standing water in Basin 2.
- Q29: What is the Contractor required to do as far as maintaining the drains of the basins so that they function?  
A29: It is the Contractor's responsibility to keep area around the telescoping valves clear of debris. The City will operate the valves.
- Q30: So essentially, it is from the belt press and beyond that the Contractor is responsible for keeping clean?  
A30: Yes.
- Q31: There will be up to 50,000 cubic yards when the Contractor arrives on site. Is the Contractor allowed to store existing 50,000 cubic yards plus an additional 50,000 cubic yards that can be stored?  
A31: Yes. In the first year the Contractor must address the 50,000 cubic yards that are already stored onsite, plus move enough offsite to not exceed a total of 100,000 cubic yards onsite at any one time in the first year of the contract. Subsequent years the contractor is limited to having 50,000 cubic yards onsite at any time.
- Q32: Does the Contractor have a role in determining when an emergency has taken place and the biosolids can be transferred to a landfill?  
A32: No. AW will determine if an emergency transfer of biosolids to a landfill is necessary.
- Q34: Regarding Section 0400, Paragraph 10.A.: What level of discretion does each party retain to reject a price change request that is compliant with the provisions of Paragraph 10?

- A34: Requests for price escalations that are supported by one of the indexes identified in the 0400 and in accordance with the terms stated will be granted by the City. Requested adjustments will be rejected if they do not correspond with the Contractor's direct costs.
- Q35: The City's intent is to limit landfill use to emergencies, but the landfill pricing can only be used when landfilling is requested by the City. Does this mean that the Contractor cannot conclude on its own that an emergency situation exists requiring landfill disposal? Can landfilling be used as part of the ramp-up plan?
- A35: Only the City can designate when it is time to utilize the landfill option. Landfill is not an approved method of disposal since it is not beneficial reuse and in compliance with the Zero Waste Ordinance. Therefore it is not approved to be used in the "ramp-up" plan.
- Q36: Bidder requests that the City pay demobilization costs, costs of breaking subcontracts (including equipment leases) and other expenses incurred by Contractor should the City exercise its termination for convenience right set forth in Section 300, paragraph 28.
- A36: This should be notated on the Purchasing Office Exception Form with a justification and suggested alternate language.
- Q37: Regarding Section 0500: Bidder understands the minimum removal requirements. Is there a maximum amount that the Contractor would be required to remove?
- A37: The contractor can assume the maximum will be 135,000 cubic yards in a calendar year.
- Q38: Please confirm that any contaminated material or other material that does not meet land application legal requirements is beyond the scope of work.
- A38: The contractor is only required to process Class B sludge.
- Q39: Is the Contractor required to, or may they elect to, remove the load scanning technology at the end of the contract term?
- A39: The Contractor is responsible to move the load scanning equipment off site at the end of the contract term.
- Q40: Bidder requests that the discovery of any hazardous substances/materials (as defined by applicable law) at the site that were not identified in the RFP be accepted from Section 0300, Condition 9. For this scope of work, bidder has neither the opportunity nor the need to examine the site sufficiently to determine if this risk exists. If it does exist, it should be the City's responsibility to address.
- A40: This should be notated on the Purchasing Office Exception Form with a justification and suggested alternate language.

III. **Additional Contacts:** Additional Authorized Contacts have been added to this solicitation for contractual and technical issues. Additional Authorized Contacts include:

Primary Contact (no change):  
Danielle Lord  
Corporate Purchasing Manager  
(512) 974-2298  
[Danielle.Lord@austintexas.gov](mailto:Danielle.Lord@austintexas.gov)



Secondary Contact (no change):

Joshua Pace  
Buyer II  
(512) 974-3127  
[Joshua.Pace@austintexas.gov](mailto:Joshua.Pace@austintexas.gov)

Contract Administrator:

Monica McClure  
Contract Administrator  
(512) 974-1714  
[Monica.McClure@austintexas.gov](mailto:Monica.McClure@austintexas.gov)

- IV. Attached is the sign-in sheet from the Pre-Proposal Meeting on April 18, 2016 at 1:00 PM.
- V. Attachment B (Volume) of solicitation CDL2003 is hereby updated to include 2016 volumes and is attached to Addendum 1 as a reference.
- VI. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY:

  
\_\_\_\_\_  
Danielle Lord, Corporate Purchasing Manager  
Purchasing Office, (512) 974-2298

4/20/16  
\_\_\_\_\_  
Date

ACKNOWLEDGED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**

# PURCHASING OFFICE MEETING SIGN-IN SHEET

**RFP & Description:** CDL2003- Beneficial Reuse of Biosolids

**Meeting Date:** April 18, 2016

**Buyer:** Danielle Lord  
Corporate Purchasing Manager

**Place/Room:** Hornsby Bend Biosolids Management Plant  
Room: Auditorium  
2210 FM 973  
Austin, TX 78725

Please Print Legibly

Name	Company/Agency/Dept.	Phone	Email
Richard Melake	COA-ARR	4-4301	richard.melake@austintexas.gov
Donald Hardee	COA-ARR	974-4345	dond.hardee@austintexas.gov
Darrell Richmond	AWU-Purci	972-0313	darrell.richmond@austintexas.gov
Andrew Bosinger	Synagro	410 271 1020	abosinger@synagro.com
Craig Ceyer	Synagro	520 631 4982	cceyer@synagro.com
Craig Maussey	Synagro	512 543 0755	cmaussey@synagro.com
Charlie Golden	DWS	494 890 1698	Charlie.C.Golden@denolimeter.com
Allen Chick	Allen Chick	512 422 8850	allen.click@gmail.com
Irving	LHC	512 526 011	JONTX@HOTMAIL.COM
Irving Lopez	COA	972 1972	Irving.Lopez@austintexas.gov
Adam Gregory	TDS		agregory@texasdisposal.com
Randy Horner	TRC		RHORNER@TRC

**Paul Gregory** 512-653-2061 pgregory@texasdisposal.com  
Revised 8/4/2014



**PURCHASING OFFICE MEETING SIGN-IN SHEET**

<b>RFP &amp; Description:</b> CDL2003- Beneficial Reuse of Biosolids	<b>Meeting Date:</b> April 18, 2016
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<b>Buyer:</b> Danielle Lord	Corporate Purchasing Manager	<b>Place/Room:</b>	Hornsby Bend Biosolids Management Plant Room: Auditorium 2210 FM 973 Austin, TX 78725
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**Please Print Legibly**

Name	Company/Agency/Dept.	Phone	Email
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1				
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Judy Musgrove	AIN. PROCESS ENGINEERING	972-0157	JUDY. MUSGROVE@AUSTINTEXAS.GOV
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LISA BOATMAN	AN PROCESS ENGINEERING	972-1954	LISA. BOATMAN@AUSTINTEXAS.GOV
--------------	------------------------	----------	-------------------------------

1.  $\frac{1}{2}$

James Bennett	1941-1972	James.Bennett@austrliatel.gov
---------------	-----------	-------------------------------

Q11. 11.6 Band 032-1057

2. H<sub>2</sub>O → catalyst → H<sub>2</sub>O<sub>2</sub> → catalyst → H<sub>2</sub>O

[illegible]

6

[illegible]

UNIVERSITY OF CALIFORNIA

[illegible]

**Hornsby Bend BMP  
Belt Press Summary**

Year	Month	Avg % TS	Dry Tons	Wet Tons	Approx. Volume* Cubic Yards
<b>2013</b>	Jul	17.9	1,902	10,626	12,612
	Aug	17.4	1,705	9,799	11,631
	Sep	17.2	1,503	8,738	10,372
	Oct	17.1	1,641	9,596	11,390
	Nov	18.2	2,098	11,527	13,682
	Dec	18.7	2,002	10,706	12,707
<b>Total</b>		<b>17.8</b>	<b>10,851</b>	<b>60,993</b>	<b>72,395</b>

Year	Month	Avg % TS	Dry Tons	Wet Tons	Approx. Volume* Cubic Yards
<b>2014</b>	Jan	15.7	1,850	11,783	13,986
	Feb	15.1	1,600	10,596	12,577
	Mar	15.2	1,434	9,434	11,198
	Apr	15.5	1,672	10,787	12,804
	May	15.4	1,399	9,084	10,783
	Jun	16.0	1,361	8,506	10,096
	Jul	16.0	1,116	6,975	8,279
	Aug	16.6	1,489	8,970	10,647
	Sep	18.0	1,393	7,739	9,186
	Oct	18.0	1,670	9,278	11,012
	Nov	17.3	1,458	8,428	10,003
	Dec	18.1	1,539	8,503	10,092
<b>Total</b>		<b>16.4</b>	<b>17,981</b>	<b>110,083</b>	<b>130,663</b>

Year	Month	Avg % TS	Dry Tons	Wet Tons	Approx. Volume* Cubic Yards
<b>2015</b>	Jan	17.4	1,275	7,328	8,697
	Feb	18.3	1,147	6,268	7,439
	Mar	17.8	1,393	7,826	9,289
	Apr	17.6	1,391	7,903	9,381
	May	18.0	1,326	7,367	8,744
	Jun	19.2	1,404	7,313	8,680
	Jul	19.2	1,625	8,464	10,046
	Aug	20.7	1,651	7,976	9,467
	Sep	19.7	1,762	8,944	10,616
	Oct	18.2	1,483	8,148	9,672
	Nov	18.8	1,608	8,553	10,152
	Dec	18.3	1,429	7,809	9,269
<b>Total</b>		<b>18.6</b>	<b>17,494</b>	<b>93,898</b>	<b>111,451</b>

\* Volume estimates are based on 1 cubic yard = 1685 pounds of biosolids



# ATTACHMENT B-VOLUME

## Hornsby Bend BMP Belt Press Summary

Year	Month	Avg % TS	Dry Tons	Wet Tons	Approx. Volume* Cubic Yards
2013	Jul	17.9	1,902	10,626	12,612
	Aug	17.4	1,705	9,799	11,631
	Sep	17.2	1,503	8,738	10,372
	Oct	17.1	1,641	9,596	11,390
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	Feb	15.1	1,600	10,596	12,577
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Year	Month	Avg % TS	Dry Tons	Wet Tons	Approx. Volume* Cubic Yards
2016	Jan	17.1	1,239	7,256	8,612
	Feb	17.5	1,413	8,076	9,586
	Mar	17.2	1,395	8,111	9,627

\* Volume estimates are based on 1 cubic yard = 1685 pounds of biosolids



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

**Solicitation: RFP CL2003**

**Addendum No: 2**

**Date of Addendum: 4/21/16**

This addendum is to incorporate the following changes to the above referenced solicitation:

**I. Questions:**

**Q1:** City of Austin RFP 2200 JXP0501 "Sale and Removal of Compost Material" appears to conflict with the intent of RFP CDL2003. Can the City please provide clarification of its intended approach? For example, is it the City's intent to award a contract under both RFP's or on an either/or basis?

**A1:** The City intends to award two separate contracts – one under each RFP. The City estimates up to 15 curing piles will be produced by City staff prior to December 1, 2016 when the contract awarded under RFP CDL2003 is projected to go into effect. It is the City's intent to sell those piles through a contract awarded under "Sale and Removal of Compost Material" (RFP JXP0501). The scope of work in that RFP requires 5 of those piles to be removed in the first 90 days after award of the contract (so they should be removed prior to December 1, 2016). The compost sale and removal contract requires the removal of the remaining 10 piles, if available, in the next 9 months. The curing piles are stored on a portion of the work area that will be made available to the contractor selected for RFP CDL2003. The curing piles are not part of the 50,000 cubic yards of biosolids that may be onsite.

**Q2:** Does the City intend to move to payment of invoices by credit card during the term of the contract?

**A2:** The City does not anticipate paying these invoices by credit card.

**II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: *Danielle Lord*  
Danielle Lord, Corporate Purchasing Manager  
Purchasing Office, (512) 974-2298

*4/21/16*  
Date

ACKNOWLEDGED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

---

**Solicitation: RFP CL2003**

**Addendum No: 3**

**Date of Addendum: 4/27/16**

---

This addendum is to incorporate the following changes to the above referenced solicitation:

**I. Questions:**

- Q1: Can you please provide us with a narrative or example of how you will pay for compost?  
A1: The City is not paying for compost. We are paying for cubic yards of biosolids used in the composting process which will be measured with the load scan when removed from the staging area. Once the composted material has met PFRP requirements and moved off site the contractor can invoice the City for the quantity of biosolids used.
- Q2: Will the contractor be allowed to bring in soils as bulking agents to blend with compost, composted overs and sludge?  
A2: No, soils as bulking agents are not allowed on site. The compost product will need to be moved off site before blending or mixing.
- Q3: At what point does the city no longer consider material biosolids in reference to the storage cap of 50,000 yards? In a scenario where a contractor has for example 30,000 yards stored on hand for land ap, 20,000 yards in finished compost and then 15,000 yards in different stages of composting but has not yet achieved full pfrp to be considered class A. Does the city view this as 45,000 yard( 30K + 15k)s on hand or 65,000 yards(30K+20K+15K) on hand meaning the contractor would be in excess of the 50,000 yard limit.  
A3: The 50,000 cubic yard storage cap applies to Class B biosolids only.
- Q4: Which contractor New or Incumbent, will be paid for material that is produced off the belt press during the 120 day transition period?  
A4: The transition period does not mean the current contractor and the new contractor will both be working with biosolids on the same site. The current contract expires November 17, 2016 and the City does not anticipate asking the contractor to hold over. The new contractor will start biosolids processing on December 1, 2017.
- Q5: How much lead time before December 1, 2016 will the contractor be given to install the scanner and possibly small shed to house operator and scanning interface?  
A5: Any request for mobilization of equipment prior to December 1, 2016 can be included in the response under Tab 5, Schedule and Timeline.
- Q6: Can the location of water that is available to the contractor and the size of the line please be indicated on attachment D? Is this water potable?  
A6: See the attached diagram.

**II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**



4/26/16

APPROVED BY: \_\_\_\_\_  
Danielle Lord, Corporate Purchasing Manager  
Purchasing Office, (512) 974-2298

\_\_\_\_\_  
Date

ACKNOWLEDGED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

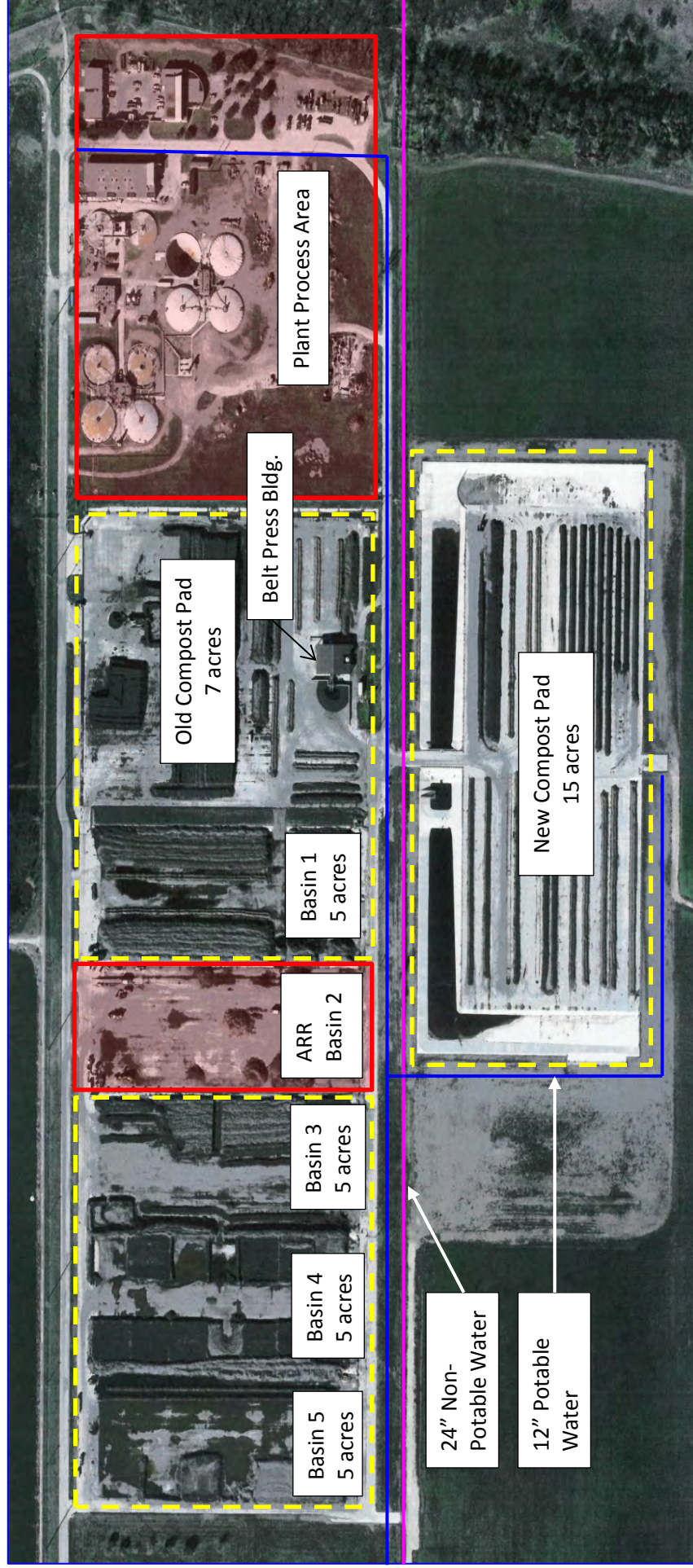
**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



Area available for Contractor Operations



Area off limits to Contractor Operations







**ADDENDUM  
CITY OF AUSTIN, TEXAS**

---

**Solicitation: RFP CDL2003**

**Addendum No: 4**

**Date of Addendum: 4/27/2016**

---

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Extension:** The proposal due date is hereby extended until Thursday, May 19, 2016 at 2:00 PM local time.

II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: \_\_\_\_\_

Joshua Pace, Buyer II  
Purchasing Office, (512) 974-2298

4/27/16  
Date

ACKNOWLEDGED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**

# PROPOSAL/RESPONSE LOG

Closing Date

5/19/16

### Closing Time

2:00pm

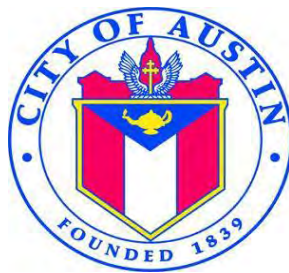
**SOLICITATION TYPE & #:** RFP CDL2003

**DESCRIPTION:**

## Beneficial Reuse of Biosolids

[illegible]

# ATTACHMENT A



## **CITY OF AUSTIN/INCUMBENT CONTRACTOR TRANSITION PLAN**

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## 1. PURPOSE

This plan formally documents the process for the transition of the powers, duties, activities, and function for the services under from \_\_\_\_\_ (contract number) to a new Contractor awarded to perform these services. The City of Austin contract is for Beneficial Reuse of Biosolids for Austin Water. This contract is currently with \_\_\_\_\_ Incumbent Contractor and the transition to the new Contractor shall be completed no later than 120 days prior to contract expiration. The period of transition is from \_\_\_\_\_ to \_\_\_\_\_.

## 2. TRANSITION APPROACH

For this transition, **Incumbent Contractor** shall maintain its existing staff on-site throughout the transition period. No additional staffing requirements are anticipated to complete the transition. Immediately prior to the transition, **Incumbent Contractor** shall set up its transition team in order to facilitate the activities necessary for successful transition. The new Contractor will have its staff on site the first day of the transition period and will establish a similar team to work with **Incumbent Contractor** to coordinate the contract transition. The City of Austin will provide adequate workspace for both contractors throughout the duration of the transition. The City of Austin will also designate a Transition Project Manager to work with both Contractors throughout the transition period. The Transition Project Manager will be \_\_\_\_\_ and can be contacted at \_\_\_\_\_ (phone) or \_\_\_\_\_ (email).



### 3. TRANSITION TEAM ORGANIZATION

The following chart illustrates the transition team members from the City of Austin, **Incumbent Contractor**, and the new Contractor as well as the roles and responsibilities of each team member.

Organization	Title	Name	Roles/Responsibilities
City of Austin	Transition Project Manager		Coordinate activities between contractors throughout transition; provide workspace for all transition staff; facilitate transition meetings as required
City of Austin	Contract Manager		Responsible for overseeing all contract actions and deliverables; responsible for ensuring accountability on all funding and budget items pertaining to the contract
Incumbent Contractor	Transition Lead		Work with the City of Austin and Future Contractor managers and leads to coordinate and schedule all transition activities; provide weekly reporting on transition progress; ensure all applicable property and tools are included as part of transition
Incumbent Contractor	Transition Manager		Ensure all activities are completed during transition; document all processes, tasks, and activities for transition to Future Contractor; ensure all training documentation is complete; ensure completion of user and technical manuals and processes; ensure all documentation is in accordance with the City of Austin standards; ensure proprietary materials are not part of transition
New Contractor	Transition Lead		Work with the City of Austin and Incumbent Contractor managers and leads; ensure all transition deliverables are received and understood; identify any gaps in transition activities
New Contractor	Transition Manager		Ensure continuity of all activities throughout transition; ensure receipt of adequate documentation of all processes, tasks, and activities; ensure all training documentation received addresses all planned training items; ensure standardization of all transitioned documentation

#### **4. WORKFORCE TRANSITION**

For this transition, all workforce members shall remain with their current organization. The **Incumbent Contractor** workforce shall remain on-site to perform their transition activities until such time that the transition is completed and approved by all parties. The new contractor shall ensure its workforce is on site until transition completion. This will allow adequate time to perform all transition activities. The City of Austin will provide any additional temporary workspace needed for the new Contractor employees until transition completion, at which time the workforce will occupy the vacated locations of the outgoing **Incumbent Contractor** workforce.

#### **5. WORK EXECUTION DURING TRANSITION**

Throughout the transition phase, work shall continue to be performed by **Incumbent Contractor** in accordance with the current contract. The transition management team shall ensure that the new Contractor's employees work alongside **Incumbent Contractor** counterparts; however, **Incumbent Contractor** shall maintain all responsibility for tasks and deliverables. At the end of the transition period or the award of the new contract with the new Contractor (whichever happens first), and upon transition approval, the new Contractor shall assume full responsibility for all tasks and deliverables.

#### **6. PROPERTY TRANSITION**

##### **6.1. City Furnished Property and Controls**

As part of this transition, all City furnished property provided to **Incumbent Contractor** under the current City of Austin Services contract shall be turned in to the City upon completion and approval of the transition phase. This includes all facility and access keys, ID badges, tools, equipment, and controls. A listing of City furnished property equipment and tools are listed in Exhibit A (City Furnished Property).

##### **6.2. **Incumbent Contractor** Owned Property**

All incumbent owned equipment shall remain with **Incumbent Contractor** upon completion and approval of the transition.

#### **7. KNOWLEDGE TRANSFER**

For this transition, knowledge transfer shall occur over the entirety of the 120 day transition period. The knowledge transfer shall take place via various methods. **Incumbent Contractor's** Transition Manager shall coordinate transitions sessions that focus on the specific functionality, activities, and concerns related to the City of Austin Beneficial Reuse of Biosolids services and operation management. These sessions shall be completed no later than 60 calendar days prior to the end of the transition period. Additionally, the new Contractor's staff will work alongside their **Incumbent Contractor** counterparts throughout the 120 day period in order to gain familiarity with the equipment, software, tools, processes, and organizational assets. The Transition Managers from **Incumbent Contractor**, the new Contractor, and the City of Austin shall meet no later than 30 calendar days prior to transition completion in order to determine if any further training or knowledge transfer is required.

#### **8. SCHEDULE**

The **Incumbent Contractor's** Transition Manager shall develop a schedule and associated tasks for transitioning all services under their contract to the new Contractor. The schedule

with outlined tasks and any changes to this schedule will require review and approval from the City of Austin Transition Project Manager.

## **9. HANDOVER AND ACCEPTANCE**

The City of Austin will make the determination of when transition is completed and will provide formal acceptance indicating such. To do this, the City of Austin's Transition Project Manager will utilize the established transition checklist in Exhibit B in order to determine that all activities associated with the transition have been completed. The City of Austin's Transition Project Manager will also meet with or contact the Transition Managers from **Incumbent Contractor** and the new Contractor to ensure that all concerns and issues have been met and addressed appropriately. Once the City of Austin's Transition Project Manager has formally accepted the transition as complete, the checklist and supporting documentation will be signed and accepted by the City of Austin's Transition Project Manager and will be sent to the City of Austin's Purchasing Office to upload to the current contract file. It is only after all of these approvals and signatures are in place that the transition will be considered complete.

## EXHIBIT A



## City Furnished Property List

## EXHIBIT B



### City of Austin/**Incumbent Contractor** Transition Checklist

CHECKLIST		COMMENTS/NOTES
<input type="checkbox"/>	All furnished tools and equipment listed on Exhibit A returned.	
<input type="checkbox"/>	Facility and access keys and ID badges turned in.	
<input type="checkbox"/>	<b>Incumbent Contractor</b> conducted transition sessions that focused on the specific functionality, activities, and concerns with the new Contractor.	
<input type="checkbox"/>	The Transition Managers from <b>Incumbent Contractor</b> , the new Contractor, and the City of Austin met at least 30 calendar days prior to transition completion to determine if any further training or knowledge transfer is required.	
<input type="checkbox"/>	City of Austin's Transition Project Manager has formally accepted the transition as complete by signing this checklist below.	
<input type="checkbox"/>	City of Austin's Transition Project Manager sent the City of Austin's Purchasing Office this document to upload to the current contract file.	

TRANSITION COMPLETE & APPROVED BY:

---

City of Austin Transition Project Manager Signature

---

City of Austin Transition Project Manager Printed Name & Title

---

Date



# ATTACHMENT B-VOLUME

## Hornsby Bend BMP Belt Press Summary

Year	Month	Avg % TS	Dry Tons	Wet Tons	Approx. Volume* Cubic Yards
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\* Volume estimates are based on 1 cubic yard = 1685 pounds of biosolids

# ATTACHMENT C



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
P.O. Box 13087  
Austin, Texas 78711-3087

TPDES PERMIT NO. WQ0003823000  
[For TCEQ office use only - EPA I.D. No.  
TXL005005]

This is a renewal that replaces TCEQ  
Permit No. WQ0003823000 issued  
August 30, 2005.

**PERMIT TO PROCESS AND LAND APPLY WASTEWATER TREATMENT PLANT SLUDGE**  
under provisions of Chapter 26 of the Texas Water Code and under provision of Texas Health &  
Safety Code Ann. Chapter 361 (Vernon)

**I. Name of Permittee:** City of Austin

Address: P.O. Box 1088  
Austin, Texas 78767

Type of Permit: Renewal

**II. Nature of Business Producing Waste:** Processing domestic sewage sludge (SIC  
Code 4952).

**III. General Description and Location of Waste Treatment Facility:**

Description: The site is approximately 1,200 acres, with an approximate 454 acres dedicated for sludge land application at a maximum rate of 6.27 dry tons/acre/year. Excess sludge from the City of Austin Wastewater Treatment Facilities is pumped to Hornsby Bend (Austin's Central Processing Facility) for treatment and disposal. Sludge treatment facilities include an equalization basin, mixing/conditioning basin, anaerobic digestors, drying basins, composting facilities, and lagoons to treat digester and drying basin supernatant and thickener side streams. Dried sludge is either composted for marketing and distribution or land applied on site. Lagoon supernatant is disposed of via irrigation at a maximum rate of 2.7 acre feet/acre/year. (See Attachment A).

Location: The facility is located approximately 0.9 mile northwest of the intersection of Farm-to Market Road 973 and State Highway 71 on the north bank of the Colorado River in Travis County, Texas 78725 (See Attachment B).

The permittee is authorized to process, store and dispose of wastes in accordance with the limitations, requirements, and other conditions set forth herein. This permit is granted subject to the rules of the Commission and other Orders of the Commission and laws of the State of Texas. Nothing in this permit exempts the permittee from compliance with applicable rules and regulations of the TCEQ. This permit is issued under the Texas Pollutant Discharge Elimination System (TPDES) program. The permittee must handle and dispose of sewage sludge in accordance with all applicable state and federal regulations to protect public health and the environment. This permit does not authorize any invasion of personal rights nor any violation of federal, state or local laws or regulations.

This permit and the authorization contained herein shall **expire at midnight, five years from the date issued.**

ISSUED DATE: October 31, 2012

A handwritten signature in black ink, appearing to read "John Carr".  
\_\_\_\_\_  
For the Commission

**IV. CONDITIONS OF THE PERMIT:** No discharge of pollutants to surface water in the State is authorized.

Character: Domestic wastewater treatment plant and sludge processing, beneficial land application and disposal facility.

Drainage: Located in the drainage area of Colorado River below Town Lake in Segment No. 1428 of the Colorado River Basin.

**V. SLUDGE USE AND DISPOSAL PROVISIONS:**

The permittee is authorized to dispose of the sludge at a landfill or sludge disposal site permitted by the TCEQ. The permittee is also authorized to compost sludge onsite and ultimately dispose of in accordance with the rules of the TCEQ. Digested sludge may be disposed of within the boundaries of the Hornsby Bend plant site as shown on Attachment B, in areas outside the designated floodway, by soil injection, or land application at a rate not to exceed 6.27 dry tons per acre per year.

The permittee is authorized to market and distribute digested and composted sludge to the public. Marketing and Distribution of the sewage sludge shall be in accordance with 30 TAC Chapter 312 and all other applicable state and federal regulations to protect public health and the environment from any reasonable anticipated adverse effects due to any toxic pollutants which may be present.

**A. General Requirements**

1. The permittee must handle and dispose of sewage sludge in accordance with all applicable state and federal regulations to protect public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants or pathogens which may be present.
2. In all cases, if the person (permit holder) who prepares the sewage sludge supplies the sewage sludge to another person for land application use or to the owner or lease holder of the land, the permit holder must provide necessary information to the parties who receive the sludge to assure compliance with these regulations.
3. The permittee must give 180 days prior notice to the Executive Director of any change planned in the sewage sludge processing, storage, and disposal practices.

**B. Testing Requirements**

Sewage sludge must be tested annually in accordance with the method specified in 40 CFR Part 261, Appendix II (Toxicity Characteristic Leaching Procedure) or other method, which receives the prior approval of the TCEQ. Sewage sludge failing this test must be managed according to standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal.

Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility must be prohibited until such time as the permittee can

demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report must be provided to both the TCEQ Industrial and Hazardous Waste Permits Section (MC 126) and the TCEQ Regional Manager (MC Region 11) within 7 days after failing the TCLP test. The report must contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with standards for the management of hazardous waste. The report must be addressed to: Director, Waste Permits Division (MC 126), Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 11) and the Municipal Permits Team (MC 148) of the Water Quality Division by September 30th of each year.

1. Pollutant Concentration

Sewage sludge shall not be applied to the land if the concentration of the pollutants exceed the pollutant concentration criteria in Table 1 below:

Table 1: Metal Ceiling Concentrations

Pollutant	Ceiling Concentration (milligrams per kilogram)*
Arsenic	75
Cadmium	85
Chromium	3000
Copper	4300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
Selenium	100
Zinc	7500

\* Dry weight basis

2. When the total aggregate amount of any metal in Table 2 (in all sludge applied at the site during the entire use of this site) reaches the cumulative level listed in Table 2 below, only sludge with metal levels at or below those shown Table 3 below can be applied at the site. To compute this criteria, the total amount of each metal in all sludge applied must be summed on a continuing basis as sludge is applied.

Table 2

Pollutant	Cumulative Pollutant Loading Rate (pounds per acre)
Arsenic	36
Cadmium	35
Chromium	2677
Copper	1339
Lead	268
Mercury	15
Molybdenum	Report Only
Nickel	375
Selenium	89
Zinc	2500

Table 3

Pollutant	Concentration milligrams per kilogram)*
Arsenic	41
Cadmium	39
Chromium	1200
Copper	1500
Lead	300
Mercury	17
Molybdenum	Report Only
Nickel	420
Selenium	36
Zinc	2800

\* Dry weight basis

3. Sludge also cannot be applied in excess of the most restrictive of the following criteria:
  - a. The maximum sludge application rate (MSAR) based on crop nitrogen needs (also referred to as the agronomic rate), which is calculated based on the total amount of nitrogen in the sludge, septage and in the soils at the application site and on the nitrogen requirements of the vegetation in the application area.
  - b. The MSAR for each metal pollutant in Table 1 above, which is calculated individually for each metal based on its concentration in the sludge and in the soils in the application area.
4. All of the MSARs above must be calculated using Appendix A of the "Application for Permit for Beneficial Land Use of Sewage Sludge." These calculations must cover both sludge and septage for areas where both are applied. If sludge is received from multiple sources, the average concentration of each of the elements above must be determined using "Table 2 - Volume Weighted Average (Mean) of Nutrient and Pollutant Concentration" from the application form.
5. Anytime the permittee plans to accept WWTP sludge from any source(s) other than those listed in the application and approved for this permit, the permittee must notify and receive authorization from the Water Quality Division, Municipal Permits Team(MC 148) of the TCEQ prior to receiving the new sludge. The notification must include information to demonstrate the sludge from the proposed new source(s) meets the requirements of this permit. The permittee must provide certifications from each source that the sludge meets the requirement for a Process to Significantly Reduce Pathogens (PSRP) or other alternatives. The permittee must provide documentation that the sludge meets the limits for polychlorinated biphenyls (PCBs), vector attraction and the metal pollutants in Table 1 above. No sludge from sources



other than the ones listed in the application can be land applied prior to receiving written authorization from the TCEQ.

#### 6. Pathogen Control

All sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site shall be treated by one of the pathogen reduction options in 30 TAC §312.82 to ensure that the sludge meets either Class A or Class B pathogen requirements.

#### 7. Vector Attraction Reduction Requirements

All bulk sewage sludge that is land applied to agricultural land, forest, a public contact site, or a reclamation site shall be treated by one of the vector attraction reduction options in 30 TAC §312.83.

### C. Monitoring Requirements

Toxicity Characteristic Leaching Procedure (TCLP) - Once/Year  
PCBs - Once/Year

Parameters that must be checked to ensure compliance (including metals and those related to pathogen reduction and vector attraction reduction options used) must be monitored at the appropriate frequency shown below, pursuant to 30 TAC §312.46(a)(1):

Table 2: Monitoring Frequency

Amount of sewage sludge (*) dry tons per 365 day period				Frequency
0	≤	Sludge	< 290	Once/Year
290	≤	Sludge	< 1,500	Once/Quarter
1,500	≤	Sludge	< 15,000	Once/Two Months
15,000	≤	Sludge		Once/Month

(\*) The amount of bulk sewage sludge applied to the land (dry weight basis).

#### 1. Records of Results

- a. Monitoring samples and measurements shall be taken at times and in a manner so as to be representative of the monitored activity.
- b. Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by 40 CFR Part 503), monitoring and reporting records, including strip charts and records of calibration and maintenance, copies of all records required by this permit, records of all data used to complete the application for this permit, and the certification required by 40 CFR § 264.73(b)(9) shall be retained at the facility site, or shall be readily available for review by a TCEQ representative for a period of three years

from the date of the record or sample, measurement, report, application or certification. This period shall be extended at the request of the Executive Director.

- c. Records of monitoring activities shall include the following:
  - i. date, time and place of sample or measurement;
  - ii. identity of individual who collected the sample or made the measurement.
  - iii. date and time of analysis;
  - iv. identity of the individual and laboratory who performed the analysis;
  - v. the technique or method of analysis; and
  - vi. the results of the analysis or measurement and quality assurance/quality control records.

The period during which records are required to be kept shall be automatically extended to the date of the final disposition of any administrative or judicial enforcement action that may be instituted against the permittee.

## **VI. REQUIREMENTS FOR MARKETING AND DISTRIBUTING SLUDGE MATERIAL**

### **A. General Requirements**

All sludge, derived materials or materials sold or given away in bulk, bag or a container for application to the land shall meet the metal concentrations in Table 3, Class A pathogen requirements in 30 TAC § 312.82(a), and the vector attraction reduction requirements in 30 TAC § 312.83(b)(1) - § 312.83(b)(8).

Table 3: Metals Concentrations

<u>Pollutant</u>	Ceiling Concentration (milligrams per kilogram)*
Arsenic	41
Cadmium	39
Chromium	1200
Copper	1500
Lead	300
Mercury	17
Molybdenum	Report Only
Nickel	420
Selenium	36
Zinc	2800

\* Dry weight basis

The product of the concentration of each pollutant in the sewage sludge and the annual sludge application rate for the sewage sludge shall not cause the annual metal loading rate for the metal Table 4 below to be exceeded. The procedure used to determine the annual whole sludge application rate is presented in 30 TAC § 312.49 title (relating to Appendix A - Procedure to Determine the Annual Whole Sludge Application Rate for a Sewage Sludge).

Table 4: Annual Metal Loading Rates

Pollutant	Annual Metal Loading Rate (365-day period) (pounds per acre Dry weight basis)
Arsenic	1.8
Cadmium	1.7
Chromium	134.0
Copper	67.0
Lead	13.0
Mercury	0.76
Molybdenum	Report Only
Nickel	18.7
Selenium	4.5
Zinc	125.0

\* Dry weight basis

B. Marketing and Distribution Practices

1. Sludge may be stockpiled and stored on site under semi-dry conditions for a period not to exceed 24 months.
2. The whole sludge application rate shall not exceed the agronomic rate for any site.
3. The sludge processing site location shall be selected and the site operated in a manner to prevent public health nuisances. Where nuisance conditions exist, the operator shall take necessary action to abate such nuisances.
4. Either a label shall be affixed to the bag or similar enclosure in which sewage sludge is sold or given away for application to the land or an information sheet shall be provided to the person who receives sewage sludge sold or given away in a similar enclosure for application to the land. The label or information sheet shall contain the following information:
  - a. The name and address of the person who prepared the sewage sludge for sale or give away in a bag or similar enclosure for application to the land;
  - b. A statement that prohibits the application of the sewage sludge to the land except in accordance with the instructions on the label or information sheet;

- c. The annual whole sludge application rate for the sewage sludge that does not cause the annual metal loading rates in Table 4 to be exceeded.
5. The sludge processing pad (compost) area shall be protected from stormwater run-on and runoff. Any leachate produced during the composting process or any other contaminated water that is generated, such as washdown water, will be collected in a concrete lined collection basin within the compost area and delivered to the existing lagoons for treatment.
6. This permit does not authorize the composting of grease or grease trap waste. Any such authorization shall be in accordance with Commission regulations in 30 TAC § 332.

C. Monitoring Requirements

Toxicity Characteristic Leaching Procedure (TCLP) - Once/Year  
PCBs - Once/Year

All metal constituents, pathogen density requirements and vector attraction reduction requirements shall be monitored at the appropriate frequency according to Section V.C. above.

D. Notification Requirements - None

E. Record Keeping Requirements

The person who prepares bulk sewage sludge or a sewage sludge material in 30 TAC § 312.41(b)(1) or in 30 TAC § 312.41(e) shall develop the following information and shall retain the information on-site for five years.

1. The concentration (mg/kg) in the sludge of each pollutant listed in VII. A. (30 TAC § 312.43(b)(3) Table 3).
2. A description of how the Class A pathogen reduction requirements are met.
3. A description of how the vector attraction reduction requirements are met.
4. The annual whole sludge application rate for the sewage sludge that does not cause the annual pollutant loading rates in Table 4 to be exceeded.
5. The following certification statement "I certify, under penalty of the law, that the Class A pathogen requirements in 30 TAC § 312.82(a) and the vector attraction reduction requirements in (insert one of the vector attraction reduction requirements in 30 TAC § 312.83(b)(1)-(8)) have been met. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the pathogen requirements and vector attraction reduction

requirements have been met. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment."

The above records shall be maintained on-site on a monthly basis and shall be made available to the TCEQ.

F. Reporting Requirements

Permittee shall submit a separate annual report by September 30th of each year per 30 TAC §312.48 for each site. The annual report must include all the information required under 30 TAC §312.48 (including the items listed below) for a period covering September 1st of previous year through August 31st of current year. Additionally an "Annual Sludge Summary Report Form" (**Attachment D**) should be filled out and submitted with the annual report. Submit your report to the Water Quality Division, Municipal Permits Team (MC 148) and the TCEQ Regional Office (MC Region 11). Record retention requirements must be followed in accordance with 30 TAC §312.47.

1. Annual Sludge Summary Sheet (a blank form is provided in Attachment D of this permit) with following information. This information must be submitted by all permittees:
  - a. Permit number.
  - b. The site location (address or latitude and longitude).
  - c. Operator address, contact person name, telephone number, and fax number.
  - d. Amount of sludge disposal dry weight (lbs/acre) at each disposal site. Report domestic septage quantities in gallons.
  - e. Number of acres on which sludge and septage is land applied.
  - f. Vegetation grown and number of cuttings.
  - g. Other items listed in the summary sheet.
2. If the sludge concentration for any metal listed in Table 3 of Section VI.A. is exceeded, the report must include the following information:
  - a. Date and time of each sludge application.
  - b. All four certification statements required under 30 TAC §312.47(a)(5)(B).
  - c. A description of how the information from the sludge generator was obtained, as per 30 TAC §312.42(e).
  - d. A description of how each of the management practices in 30 TAC §312.44 were met for this site.



- e. A description of how the site restrictions in 30 TAC §312.82(b)(3) were met for the site.
  - f. If the vector attraction reduction requirements in 30 TAC §312.83(b)(9) or (10) are met, a description of how this was done.
  - g. Soil and sludge test reports, as required in Section XII of this permit.
  - h. Calculations of the current agronomic sludge application rate and the life of the site based on metal loadings (Appendix A of application, as identified in Section IV of this permit, or similar form).
- 3. If none of the concentrations for the metals exceed the values listed in Table 3 in Section VI of this permit:
    - a. Information per 30 TAC §312.47(a)(3)(B) for Class A sludge.
    - b. Information per 30 TAC §312.47(a)(4)(B) for Class B Sludge.
  - 4. When the amount of any pollutant applied to the land exceeds 90% of the cumulative pollutant loading rate for that pollutant, as described in Table 2 in Section V of this permit the permittee shall provide the following additional information:
    - a. Date and time of each sludge application.
    - b. The information in 30 TAC §312.47(a)(5)(A) must be obtained from the sludge generator and included in the report.
    - c. The cumulative amount in pounds per acre of each pollutant listed in Table 2 in Section V of this permit applied to each application field of this site through bulk sewage sludge.

**VII. REQUIREMENTS SPECIFIC TO BULK SEWAGE SLUDGE FOR APPLICATION TO THE LAND MEETING CLASS A OR CLASS B PATHOGEN REDUCTION AND THE CUMULATIVE LOADING RATES IN TABLE 2, OR CLASS B PATHOGEN REDUCTION AND THE POLLUTANT CONCENTRATIONS IN TABLE 3**

**A. Applicability**

The requirements listed in this section apply if the permittee has produced a sewage sludge meeting one of the two conditions listed below:

- 1. Sludge metal concentrations are above Table 3 limits but not exceeding Table 1 limits, and meeting Class A or B pathogen reduction requirements, and therefore is subject to cumulative loading limit requirement of Table 2;
- 2. Sludge meets at least Class B pathogen reduction requirements and concentrations of metals meet Table 3 limits, and therefore not subject to cumulative metal loading restrictions.

Table 1: Ceiling Concentration

Pollutant	*milligrams per kilogram
Arsenic	75
Cadmium	85
Chromium	3000
Copper	4300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
Selenium	100
Zinc	7500

Table 2: Cumulative Metal Loading Rate

Pollutant	pounds per acre
Arsenic	36
Cadmium	35
Chromium	2677
Copper	1339
Lead	268
Mercury	15
Molybdenum	Report Only
Nickel	375
Selenium	89
Zinc	2500

Table 3: Monthly Average Concentration

Pollutant	*milligrams per kilogram
Arsenic	41
Cadmium	39
Chromium	1200
Copper	1500
Lead	300
Mercury	17
Molybdenum	Report Only
Nickel	420
Selenium	36
Zinc	2800

\* Dry weight basis

#### B. Pathogen Control and Vector Attraction Reduction

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site or a reclamation site shall be treated by either Class A or Class B pathogen reduction requirements as defined above in VI.B.3. and the vector attraction reduction requirements in 30 TAC § 312.83(b)(1) - §312.83(b)(10).

## C. Management Practices

1. The pH of the soil at the site shall be greater than 5.5 standard units.
2. No sludge failing the TCLP test shall be transported to this site.
3. Cumulative metal loading on the soil shall not exceed the parameters in Table 2 or 30 TAC § 312.43(b).
4. Sludge shall not cause or contribute to the harm of a threatened or endangered species of plant, fish, or wildlife or result in the destruction or adverse modification of the critical habitat of a threatened or endangered species after application to agricultural land.
5. Sludge shall not be applied to agricultural land that is flooded, frozen or snow-covered.
6. Sludge applied to agricultural land shall maintain a buffer zone of at least 200 feet from waters of the State, unless the sludge is incorporated into the soil within 48 hours of application and a vegetative cover is established between the application area and all adjacent surface waters.
7. When sludge is both incorporated into the soil within 48 hours application and a vegetative cover is established between the application area and all adjacent surface waters, sludge applied to agricultural land shall maintain a buffer zone of at least 33 feet from surface waters.
8. Seasonal high water table, groundwater table, or depth to water-saturated soils shall not be less than three (3) feet below the treatment zone for soils with moderate to slow permeability (less than two inches per hour) or four feet below the treatment zone for soils with rapid to moderately rapid permeability (between six to two inches per hour).
9. Sludge shall be applied to agricultural land at the annual application rate that is equal to or less than the agronomic rate for the agricultural land in which the sludge is applied.
10. Sludge applied to agricultural land shall maintain the following buffer zones for each application area, unless otherwise specified by the commission:
  1. Established school, institution, business or residence 750 feet
  2. Public water supply well, intake, public water supply spring or similar source, public water treatment plant, or public water supply elevated or ground storage tank 500 feet
  3. Solution channels, sinkholes, or other conduits to groundwater 200 feet
  4. Waters in the State of Texas - when sludge is not incorporated 200 feet
  5. Waters in the State of Texas - when sludge is incorporated within 48 hours of application and a 33 feet

- |    |                                |          |
|----|--------------------------------|----------|
|    | vegetated cover is established |          |
| 6. | Private water supply well      | 150 feet |
| 7. | Public right of way            | 50 feet  |
| 8. | Property boundary              | 50 feet  |
| 9. | Irrigation conveyance canals   | 10 feet  |
11. Sludge shall be applied by a method and under conditions that prevent runoff beyond the active application area and protects the quality of the surface water and the soils in the unsaturated zone. In addition the following must be met:
- a. Sludge must be applied uniformly over the surface of the land.
  - b. Sludge must not be applied to areas where permeable surface soils are less than 2 feet thick.
  - c. Sludge must not be applied during rainstorms or during periods in which surface soils are water-saturated.
  - d. Sludge must not be applied to any areas having a slope in excess of 8%.
  - e. Where runoff from the active application area is evident, the operator must cease further sludge application until the condition is corrected.
  - f. The site operator must prevent public health nuisances. Sludge debris must be prevented from leaving the site. Where nuisance conditions exist, the operator must eliminate the nuisance as soon as possible.
  - g. Sludge application practices must not allow uncontrolled public access, so as to protect the public from potential health and safety hazards at the site.
  - h. Sewage sludge can be applied only to the land application area shown on Attachment B. The buffer zones as listed on that map as well as the buffer zone distances listed in section VII.C.10 of this permit must not have any sludge applied on them.
12. The permittee shall post a sign that is visible from a road or sidewalk that is adjacent to the premises on which the land application unit is located stating that a beneficial land use application site is located on the premises.

**D. Soil Sampling**

The permittee is required to notify the local TCEQ Regional Office 48 hours prior to taking annual soil samples at the permitted site.

The permittee must monitor the soil-sludge mixture for the site as follows using soil sampling requirements described in 30 TAC §312.11(d)(2) and (3):

Parameter	Note	Frequency	Sample Depth	
			0-6"	6-24"
1. Nitrate Nitrogen (NO <sub>3</sub> -N)		1 per year	X	X
2. Ammonia Nitrogen (NH <sub>4</sub> -N)		1 per year	X	X
3. Total Nitrogen (TKN)	1	1 per year	X	X
4. Phosphorus (extractable)	2	1 per year	X	X
5. Potassium (extractable)		1 per year	X	X
6. Sodium (extractable)		1 per year	X	X
7. Magnesium (extractable)		1 per year	X	X
8. Calcium (extractable)		1 per year	X	X
9. Soluble Salts/EC	3	1 per year	X	X
10. Soil Water pH (S.U.)	4	1 per year	X	X
11. Total Arsenic (mg/kg)		1 per 5 years	X	NA
12. Total Cadmium (mg/kg)		1 per 5 years	X	NA
13. Total Chromium (mg/kg)		1 per 5 years	X	NA
14. Total Copper (mg/kg)		1 per 5 years	X	NA
15. Total Lead (mg/kg)		1 per 5 years	X	NA
16. Total Mercury (mg/kg)		1 per 5 years	X	NA
17. Total Molybdenum (mg/kg)		1 per 5 years	X	NA
18. Total Nickel (mg/kg)		1 per 5 years	X	NA
19. Total Selenium (mg/kg)		1 per 5 years	X	NA
20. Total Zinc (mg/kg)		1 per 5 years	X	NA

(1) Determined by Kjeldahl digestion or an equivalent accepted procedure. Methods that rely on Mercury as a catalyst are not acceptable.

(2) Mehlich III extraction.

(3) Electrical Conductivity (EC) - determine from extract of 2:1 (volume/volume) water/soil mixture.

(4) Soil pH must be analyzed by the electrometric method in "Test Methods for Evaluating Solid Waste," EPA SW-846, 40 CFR 260.11; method 9040.

\* Analysis for metals in sludge and soil must be performed according to methods outlined in "Test Methods for Evaluating Solid Waste," EPA SW-846; method 3050.

**E. Record Keeping Requirements**

The permittee shall fulfill record keeping requirements per 30 TAC §312.47. The documents shall be retained at the site and/or shall be readily available for review by a TCEQ representative.



1. Records of the following general information must be kept for all types of sludge land application permits:
  - a. A certification statement that all applicable requirements (specifically listed) have been met, and that the permittee understands that there are significant penalties for false certification including fine and imprisonment. See 30 TAC §312.47(a)(4)(A)(ii) or 30 TAC §312.47(a)(5)(A)(ii), whichever is applicable.
  - b. The location, by street address, and specific latitude and longitude, of each site on which sewage sludge (including WTP sludge and/or domestic septage if applicable) is applied.
  - c. The number of acres in each site on which bulk sludge is applied.
  - d. The dates, times and quantities of sludge (and/or domestic septage if applicable) is applied to each site.
  - e. The cumulative amount of each pollutant in pounds per acre listed in Table 2 of Section VII.A applied to each site.
  - f. The total amount of sludge applied to each site in dry tons.
  - g. A description of how the management practices listed above in Section VII.C., and 30 TAC §312.44 are being met. If these requirements are being met, prepare and keep a certification statement per 30 TAC §312.47(5)(B)(viii).
2. For Sewage Sludge with metal concentrations at or below levels in Table 3 of Section VII.A. which also meets Class A pathogen requirements in 30 TAC §312.82(a), and the vector attraction reduction requirements in 30 TAC §312.83(b)(9) or (10):
  - a. A description of how the vector attraction reduction requirements are met. If these requirements are being met prepare and keep a certification statement per 30 TAC §312.47(5)(B)(xii).
3. For Sewage Sludge with metal concentrations at or below levels in Table 3 of Section VII.A.; and which also meets Class B pathogen requirements in 30 TAC §312.82(b), and the vector attraction reduction requirements in 30 TAC §312.83(b)(9) or (10):
  - a. A description of how site restrictions for Class B sludge in 30 TAC §312.82(b)(3) are being met. If these requirements are being met prepare and keep a certification statement per 30 TAC §312.47(5)(B)(x).
  - b. A description of how the vector attraction reduction requirements in 30 TAC §312.83(b)(9) or (10) are met. If these requirements are being met prepare and keep a certification statement per 30 TAC §312.47(5)(B)(xii).

4. For Sewage Sludge with metal concentrations at or below levels in Table 1 of Section VI.A.; and which also meets Class B pathogen requirements in 30 TAC §312.82(b), and the vector attraction reduction requirements in 30 TAC §312.83(b)(9) or (10):
  - a. A description of how the requirements to obtain information from the generators of sludge in 30 TAC §312.42(e) are being met. If these requirements are being met, prepare and keep a certification statement per 30 TAC §312.47(5)(B)(vi).
  - b. A description of how site restrictions for Class B sludge in 30 TAC §312.82(b)(3) are being met. If these requirements are being met prepare and keep a certification statement per 30 TAC §312.47(5)(B)(x).
  - c. A description of how the vector attraction reduction requirements in 30 TAC §312.83(b)(9) or (10) are met. If these requirements are being met prepare and keep a certification statement per 30 TAC §312.47(5)(B)(xii).

F. Reporting Requirements

The permittee must report annually to the TCEQ Regional Office (MC Region 11) and to the Municipal Permits Team (MC148) of the Water Quality Division, by September 30th (report period September 1st of previous year through August 31st of reporting year) of each year the information from the records described above in VII.E and the following:

1. Annual Sludge Summary Sheet (a blank form is provided in Attachment D of this permit) with the following information. This information must be submitted by all permittees:
  - a. Permit number.
  - b. The site location (address or latitude and longitude).
  - c. Operator address, contact person name, telephone number, and fax number.
  - d. Amount of sludge disposal dry weight (lbs/acre) at each disposal site. Report domestic septage quantities in gallons.
  - e. Number of acres on which sludge and septage is land applied.
  - f. Vegetation grown and number of cuttings.
  - g. Other items listed in the summary sheet.
2. If the sludge concentration for any metal listed in Table 3 of Section VII.A.2. is exceeded, the report must include the following information:
  - a. Date and time of each sludge application.

- b. All four certification statements required under 30 TAC §312.47(a)(5)(B).
  - c. A description of how the information from the sludge generator was obtained, as per 30 TAC §312.42(e).
  - d. A description of how each of the management practices in 30 TAC §312.44 were met for this site.
  - e. A description of how the site restrictions in 30 TAC §312.82(b)(3) were met for the site.
  - f. If the vector attraction reduction requirements in 30 TAC §312.83(b)(9) or (10) are met, a description of how this was done.
  - g. Soil and sludge test reports.
  - h. Calculations of the current agronomic sludge application rate and the life of the site based on metal loadings (Appendix A of application).
3. If none of the concentrations for the metals exceed the values listed in Table 3 in Section VII. A.2. of this permit:
- a. Information per 30 TAC §312.47(a)(3)(B) for Class A sludge.
  - b. Information per 30 TAC §312.47(a)(4)(B) for Class B Sludge.
4. When the amount of any pollutant applied to the land exceeds 90% of the cumulative pollutant loading rate for that pollutant, as described in Table 2 in Section VII. A.2. of this permit the permittee shall provide the following additional information:
- a. Date and time of each sludge application.
  - b. The information in 30 TAC §312.47(a)(5)(A) must be obtained from the sludge generator and included in the report.
  - c. The cumulative amount in pounds per acre of each pollutant listed in Table 2 in Section VII. A.2. applied to each application field of this site through bulk sewage sludge.
5. The permittee shall submit a quarterly report by the 15th day of the month following each quarter during the reporting period (ie. quarterly reports will be due December 15th, March 15th, June 15th, and September 15th). Additionally, a "Quarterly Sludge Summary Report Form" (Attachment E) should be filled out and submitted with the quarterly report. The quarterly report must include all the information listed below. Submit your report to the Water Quality Division, Municipal Permits Team (MC 148) and the TCEQ Regional Office (MC Region 11). Record retention requirements must be followed in accordance with 30 TAC §312.47.

- a. The source, quality, and quantity of sludge applied to the land application unit.
- b. The location of the land application unit, either in terms of longitude and latitude or by physical address, including the county.
- c. The dates of delivery of Class B sludge.
- d. The dates of application of Class B sludge.
- e. The cumulative amount of metals applied to the land application unit through the application of Class B sludge.
- f. Crops grown at the land application unit site.
- g. The suggested agronomic application rate for the Class B sludge.

**VIII. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE DISPOSED IN A MUNICIPAL SOLIDWASTE LANDFILL**

- A. The permittee must handle and dispose of sewage sludge in accordance with 30 TAC Chapters 312 and 330 and all other applicable state and federal regulations. The permittee must ensure that the sewage sludge meets the requirements in 30 TAC Chapters 312 and 330 concerning the quality of the sewage sludge disposed in a municipal solid waste landfill.
- B. If the permittee generates sewage sludge and supplies that sewage sludge to the owner or operator of a Municipal Solid Waste Landfill (MSWLF) for disposal, the permittee must provide to the owner or operator of the MSWLF appropriate information needed to be in compliance with the provisions of this permit.
- C. Sewage sludge must be tested annually in accordance with the method specified in 40 CFR Part 261, Appendix II (Toxicity Characteristic Leaching Procedure) or other method, which receives the prior approval of the TCEQ. Sewage sludge failing this test must be managed according to standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal.
- D. Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility must be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report must be provided to both the TCEQ Industrial and Hazardous Waste Permits Section (MC 126) and the Manager of TCEQ Region 11 within 7 days after failing the TCLP test. The report must contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with standards for the management of hazardous waste. The report must be addressed to: Director, Waste Permits Division (MC 126), Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087.

- E. Unless sewage sludge is tested on an annual basis for total polychlorinated biphenyls (PCBs) content by all generators who provide sludge to this facility, the facility must test the final product produced at least once per year for PCBs. If any sludge with a PCBs content of 50 parts per million or higher is received and treated at the facility, or if the final product tested is shown to have a PCBs content of 50 parts per million or higher, sewage sludge with a PCBs content of 50 parts per million or higher must be disposed of in accordance to the requirements of the Toxic Substances Control Act and the federal regulations for PCBs (40 CFR Part 761) until testing demonstrates that this condition no longer exists.
- F. The concentration (mg/kg) in the sewage sludge of each pollutant listed in Table 3 below must be verified through laboratory analyses. The results of the tests must also be provided to the landfill accepting the sludge. If the cell at the landfill to receive the wastes is at least 150 meters from the property boundary of that facility, the permittee must also ensure that the concentration of each metal does not exceed the level from Table 3 below. If the cell at the landfill to receive the wastes is less than 150 meters from the property boundary of that facility, the permittee must also ensure that the concentration of each metal does not exceed the appropriate level from Table 4 below.

TABLE 3: METAL LIMITS FOR LANDFILLS

Metal	Concentration*
Arsenic	73
Chromium	600
Nickel	420

\*milligrams per kilograms, dry weight basis.

TABLE 4: METAL LIMITS BASED ON PROXIMITY TO PROPERTY BOUNDARY

Distance from property line to closest part of landfill cell (meters)	Metals Concentrations*		
	Arsenic	Chromium	Nickel
0 to less than 25	30	200	210
25 to less than 50	34	220	240
50 to less than 75	39	260	270
75 to less than 100	46	300	320
100 to less than 125	53	360	390
125 to less than 150	62	450	420

\*milligrams per kilograms, dry weight basis.

- G. Sewage sludge must be tested as needed, in accordance with the requirements of 30 TAC Chapter 330.
- H. Record Keeping Requirements

The permittee must develop the following information and must retain the information for five years.

1. The description (including procedures followed and the results) of all liquid Paint Filter Tests performed.
2. The description (including procedures followed and results) of all TCLP tests performed.
3. The description (including procedures followed and results) of all PCBs tests performed.
4. The concentration (mg/kg) in the sewage sludge of each pollutant listed in Table 3 above must be verified through laboratory analyses and all records pertaining to the tests (including the analytical reports and quality control reports) must be maintained.

The above records must be maintained on-site and updated on at least a monthly basis when appropriate. The above records must be made available to the TCEQ upon request.

#### I. Reporting Requirements

The permittee must report annually to the TCEQ Regional Office (MC Region 11) and to the Municipal Permits Team (MC148) of the Water Quality Division, by September 30th (report period September 1<sup>st</sup> of previous year through August 31<sup>st</sup> of reporting year) of each year the information from the records described above.

### VIII. STANDARD PROVISIONS:

- A. This permit is granted in accordance with the Texas Water Code and the rules and other Orders of the Commission and the laws of the State of Texas.
- B. Unless specified otherwise, any noncompliance which may endanger human health or safety, or the environment must be reported to the TCEQ. Report of such information must be provided orally or by facsimile transmission (FAX) to the Regional Office (MC Region 11) within 24 hours of becoming aware of the noncompliance. A written submission of such information must also be provided to the Regional Office (MC Region 11) and to the Enforcement Division (MC 149) within five working days of becoming aware of the noncompliance. The written submission must contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
- C. Acceptance of this permit constitutes an acknowledgment and agreement that the permittee will comply with all the terms, provisions, conditions, limitations and restrictions embodied in this permit and with the rules and other Orders of the Commission and the laws of the State of Texas. Agreement is a condition precedent to the granting of this permit.



- D. Prior to any transfer of this permit, Commission approval must be obtained. The Commission should be notified, in writing, of any change in control or ownership of facilities authorized by this permit. Such notification should be sent to the Municipal Permits Team in the Water Quality Division (MC 148).
- E. The application pursuant to which the permit has been issued is incorporated herein; provided, however, that in the event of a conflict between the provisions of this permit and the application, the provisions of the permit must control.
- F. The permittee is subject to the provisions of 30 TAC Section 305.125.
- G. Any proposed site changes, addition of land area, or expansion in the capacity which have not been addressed by the terms of this permit must be authorized in accordance with the Texas Commission on Environmental Quality permit amendment or modification rules stated in 30 TAC Chapter 305.
- H. According to 30 TAC §305.125(10) inspection and entry must be allowed as prescribed in the Texas Water Code Chapters 26, 27, and 28 and the Texas Solid Waste Disposal Act.
- I. The permittee may not accept Class B sludge unless the sludge has been transported to the land application unit in a covered container with the covering firmly secured at the front and back.
- J. All irrigation flow measuring or recording devices shall be accurately calibrated by a trained person at plant start-up and as often thereafter as necessary to ensure accuracy, but not less often than annually unless authorized by the Executive Director for a longer period. Such person shall verify in writing that the device is operating properly and giving accurate results. Copies of the verification shall be retained at the facility site and/or shall be readily available for review by a TCEQ representative for a period of three years.
- K. The permittee shall at all times ensure that the facility and all of its systems of collection, treatment, and disposal are properly operated and maintained. This includes, but is not limited to, the regular, periodic examination of wastewater solids within the treatment plant by the operator in order to maintain an appropriate quantity and quality of solids inventory as described in the various operator training manuals and according to accepted industry standards for process control. Process control, maintenance, and operations records shall be retained at the facility site, or shall be readily available for review by a TCEQ representative, for a period of three years.
- L. Permit Amendment and/or Renewal
  - 1. The permittee shall give notice to the Executive Director as soon as possible of any planned physical alterations or additions to the permitted facility if such alterations or additions would require a permit amendment or result in a violation of permit requirements. Notice shall also be required under this paragraph when:
    - a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in accordance with 30 TAC § 305.534 (relating to New Sources and New Dischargers); or

- b. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
2. Prior to any facility modifications, additions, or expansions, the permittee must apply for and obtain proper authorization from the Commission before commencing construction.
3. The permittee must apply for an amendment or renewal at least 180 days prior to expiration of the existing permit in order to continue a permitted activity after the expiration date of the permit. If an application is submitted prior to the expiration date of the permit, the existing permit shall remain in effect until the application is approved, denied, or returned. If the application is returned or denied, authorization to continue such activity shall terminate upon the effective date of the action. If an application is not submitted prior to the expiration date of the permit, the permit shall expire and authorization to continue such activity shall terminate.
4. Prior to accepting or generating wastes which are not described in the permit application or which would result in a significant change in the quantity or quality of the existing wastes that are processed or disposed of, the permittee must report the proposed changes to the Commission. The permittee must apply for a permit amendment reflecting any necessary changes in permit conditions, including effluent limitations for pollutants not identified and limited by this permit.
5. In accordance with the TWC § 26.029(b), after a public hearing, notice of which shall be given to the permittee, the Commission may require the permittee, from time to time, for good cause, in accordance with applicable laws, to conform to new or additional conditions.

**IX. SPECIAL PROVISIONS:**

- A. The maximum annual sludge application rate shall not exceed 6.27 dry tons/acre/year and shall be land applied at a frequency proposed in the application. Agronomic loading rates shall be calculated on an annual basis to ensure that nutrient balances are not exceeded.
- B. Lagoon supernatant may be drawn from Lagoon No. 2 or 3 or the hyacinth ponds for disposal by irrigation. All irrigation authorized hereunder shall be within the boundaries of the Hornsby Bend plant site shown as Attachment A in areas outside the 100-year floodplain, at a rate not to exceed 2.7 acre-feet/acre/year. The permittee shall provide equipment to determine application rates and shall maintain records of the amount of liquid applied. These records shall be made available for inspection by the TCEQ.
- C. The permittee shall maintain monthly records of the amount of liquids being discharged to each of the lagoons and hyacinth ponds. These records shall be made available for inspection by the TCEQ.
- D. The permittee shall employ or contract with one or more licensed wastewater treatment facility operators or wastewater system operations companies holding a valid license or registration according to the requirements of 30 TAC Chapter 30, Occupational Licenses and Registrations and in particular 30 TAC Chapter 30, Subchapter J, Wastewater Operators and Operations Companies.

This Category B facility must be operated by a chief operator or an operator holding a Category B license or higher. The facility must be operated a minimum of five days per week by the licensed chief operator or an operator holding the required level of license or higher. The licensed chief operator or operator holding the required level of license or higher must be available by telephone or pager seven days per week. Where shift operation of the wastewater treatment facility is necessary, each shift which does not have the on-site supervision of the licensed chief operator must be supervised by an operator in charge who is licensed not less than one level below the category for the facility.

- E. Within 90 days from the effective date of the permit, the permittee shall submit the Hornsby Bend Groundwater Quality Assessment Study and Monitoring Plan (Plan) to monitor groundwater and to address possible ground water impacts from the site. The plan shall be submitted to the TCEQ Water Quality Assessment Team (MC 150), for review, possible modification, and approval. The development and implementation of this plan does not release the permittee from the obligations to protect groundwater as found in Chapter 26 of the Texas Water Code. The plan shall be prepared by a Texas licensed professional geoscientist or professional engineer and shall provide, at a minimum, the following:
  - 1. A description of the geology and hydrogeology of the area, a description of historical land use for the sludge application facility, receiving water and disposal (irrigation) areas, and a description of present and any past disposal practices and adjacent land use;
  - 2. The number, location, drilling, and construction details, and depths of all groundwater monitoring wells;

3. A map showing the locations of all wells within one mile of the facility, conveyance systems, lagoons, surface water bodies, lands using wastewater irrigation and all wells located on site;
4. A description of the uppermost water bearing zone and its interaction with surface water or any lower hydrological connected water-bearing zones. The description shall include cross sections showing the hydraulic gradient, potentiometric surface maps, groundwater transmissivity, flow calculations and migration patterns within each water-bearing zone. The information may be compiled from previously published reports from the Texas Water Development Board or other referenced documents quantifying groundwater data;
5. Provision for determining the hydraulic connectivity between the uppermost water bearing zone and surface water or any lower water-bearing zones;
6. A sampling plan which at a minimum specifies in detail the following:
  - a. Proposed development procedures for monitoring wells, prior to sampling, including the methods used in handling and disposal of development water;
  - b. Proposed method for sampling surface water;
  - c. Data quality objectives, in which the purpose of the sampling program and data uses are defined;
  - d. A Quality Assurance/Quality Control (QA/QC) plan for sample collection and laboratory analysis, that covers sample withdrawal techniques and equipment, sample frequency, filtering, sample preservation, chain of custody, analytical methods employed, blanks, spikes, duplicates and standards;
  - e. Field sample protocol, including field measurement for pH, conductivity, temperature, and static water level for each groundwater sampling. Sample protocol should provide for the purging of groundwater contained in the well bore prior to sampling. Well purging of three well-bore volumes of liquid or purging until the above parameters have stabilized prior to sampling would be adequate to assure that a representative groundwater sample is collected;

Laboratory analytical techniques, QA/QC procedures, and detection levels for the following parameters:

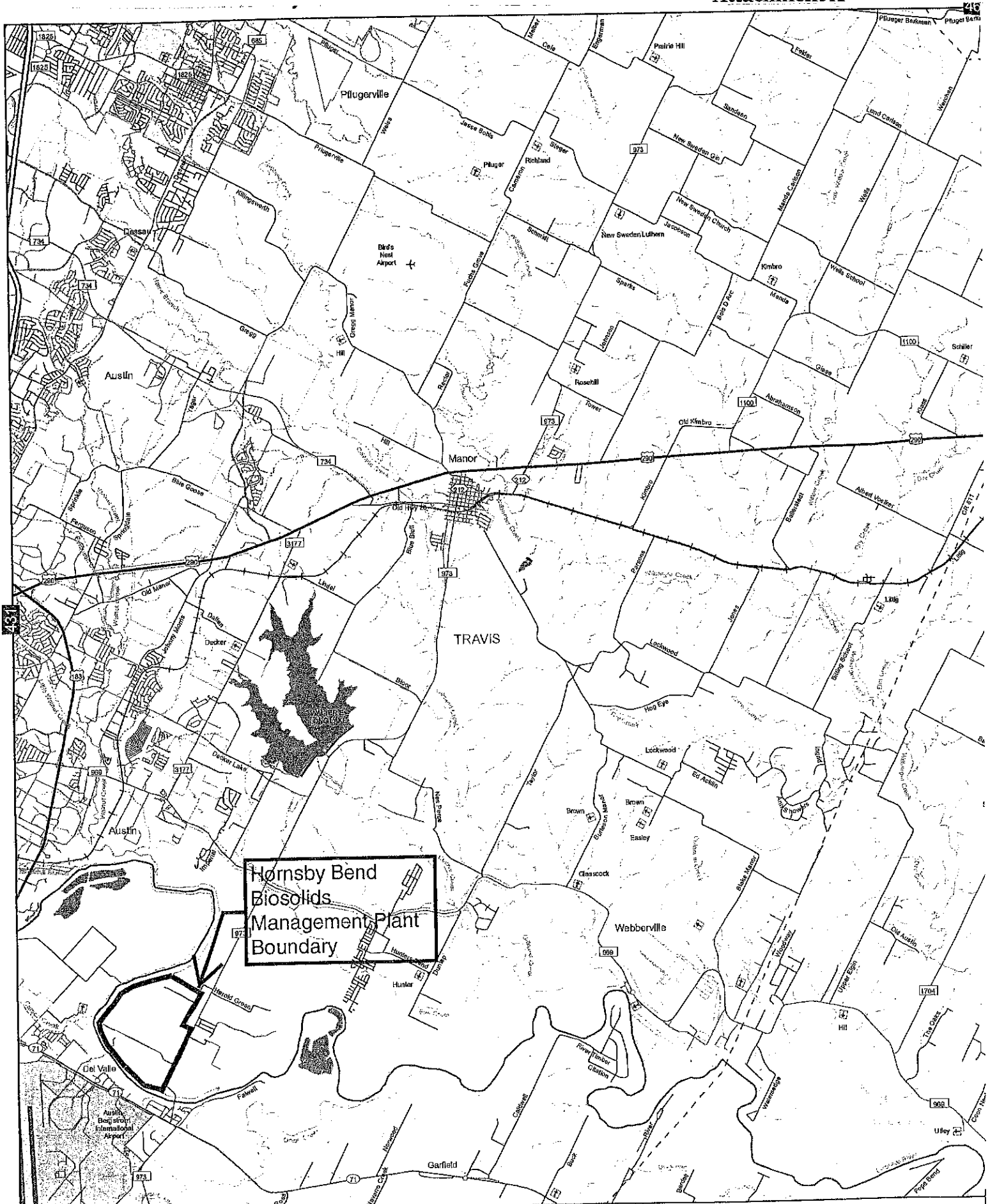
- Nitrate-N
- Ammonia-N
- Total Kjeldahl Nitrogen (TKN)
- Phosphorous, Total
- Potassium
- Sodium
- Magnesium
- Calcium
- Arsenic
- Cadmium
- Chromium

- Copper
  - Lead
  - Mercury
  - Molybdenum
  - Nickel
  - Selenium
  - Zinc
  - Total Dissolved Solids (TDS)
  - Fecal Coliform Bacteria
  - Chloride
  - pH
  - Chemical Oxygen Demand (COD)
  - Total Organic Carbon (TOC)
  - Electrical Conductivity (EC)
7. Upon receipt of approval, or approval with modifications, of the Plan by the Water Quality Assessment Team or Executive Director, the permittee shall implement the plan in accordance with all schedules contained within the approved plan and permit.
8. The permittee may submit a request with justifications to modify the Plan to the Water Quality Assessment Team (MC 150) for review and approval. Permittee shall follow the approved Plan until the Executive Director approves modifications.
- F. Quarterly groundwater monitoring shall begin within 30 days of permit issuance with annual report to be submitted to the Water Quality Assessment Team (MC 150) by September 30<sup>th</sup> (report period September 1<sup>st</sup> of the previous year through August 31<sup>st</sup> of the reporting year). Permittee shall implement quarterly monitoring on existing monitoring wells and new wells as approved by the Water Quality Assessment Team (MC 150). Quarterly monitoring shall continue until a new sampling plan and schedule is approved by TCEQ. The new sampling plan shall be implemented within 60 days of approval by TCEQ. Permittee may submit a request with justification to terminate quarterly monitoring to the Water Quality Assessment Team (MC 150) for review and approval. Permittee shall continue groundwater monitoring until Executive Director approves termination.
- G. Within 90 days of completion of the tasks scheduled in the Plan, the permittee shall submit results in a Hornsby Bend Groundwater Assessment Study and Monitoring Report conducted by permittee to investigate the source of ammonia in monitoring wells; assess ponds integrity; evaluate surface water conditions; generate water balance for the pond system; and geotechnical investigation, if conducted. The Report shall be submitted to the Water Quality Assessment Team (MC 150) and the Regional Office (MC Region 11). The Report shall include at a minimum:
1. Executive summary providing a brief summary of the purpose, scope, and results of the groundwater and surface water monitoring, testing and analytical work, including a summary of background groundwater and surface water quality values, location of sample collection points, field analyses, and laboratory reports.

2. Facility map that shows the pertinent site features and structures, and monitoring well locations.
  3. Groundwater and surface water analytical data and trend analysis, dates that monitoring was conducted, and a contour map showing the potentiometric surface levels. Analytical data corresponding to each sampling location presented in tabular format.
  4. Analytical methods, data quality objectives and data quality review procedures. Laboratory chemical analytical data including chain-of-custody records and QA/QC results provided by the laboratory.
  5. The groundwater flow rate and direction of the uppermost water bearing zone, including documentation used to make the determination.
  6. Discussion of the results and brief summary of the conclusions based on the monitoring results, any recommended changes, corrective action and measures planned or implemented.
  7. The number, location, drilling, construction details, and depths of all proposed groundwater monitoring wells.
- H. A corrective action plan shall be submitted to the Water Quality Assessment Team (MC 150) and the Regional Office (MC Region 11) if permittee or the Executive Director determines that groundwater quality is potentially impaired by sludge processing or application. The corrective action plan shall propose alternatives to address and remediate impacts to groundwater that may pose a potential risk to human health or the environment. Upon receipt of approval, or approval with modifications, the permittee shall implement the plan in accordance with the approved schedule.



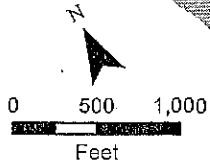
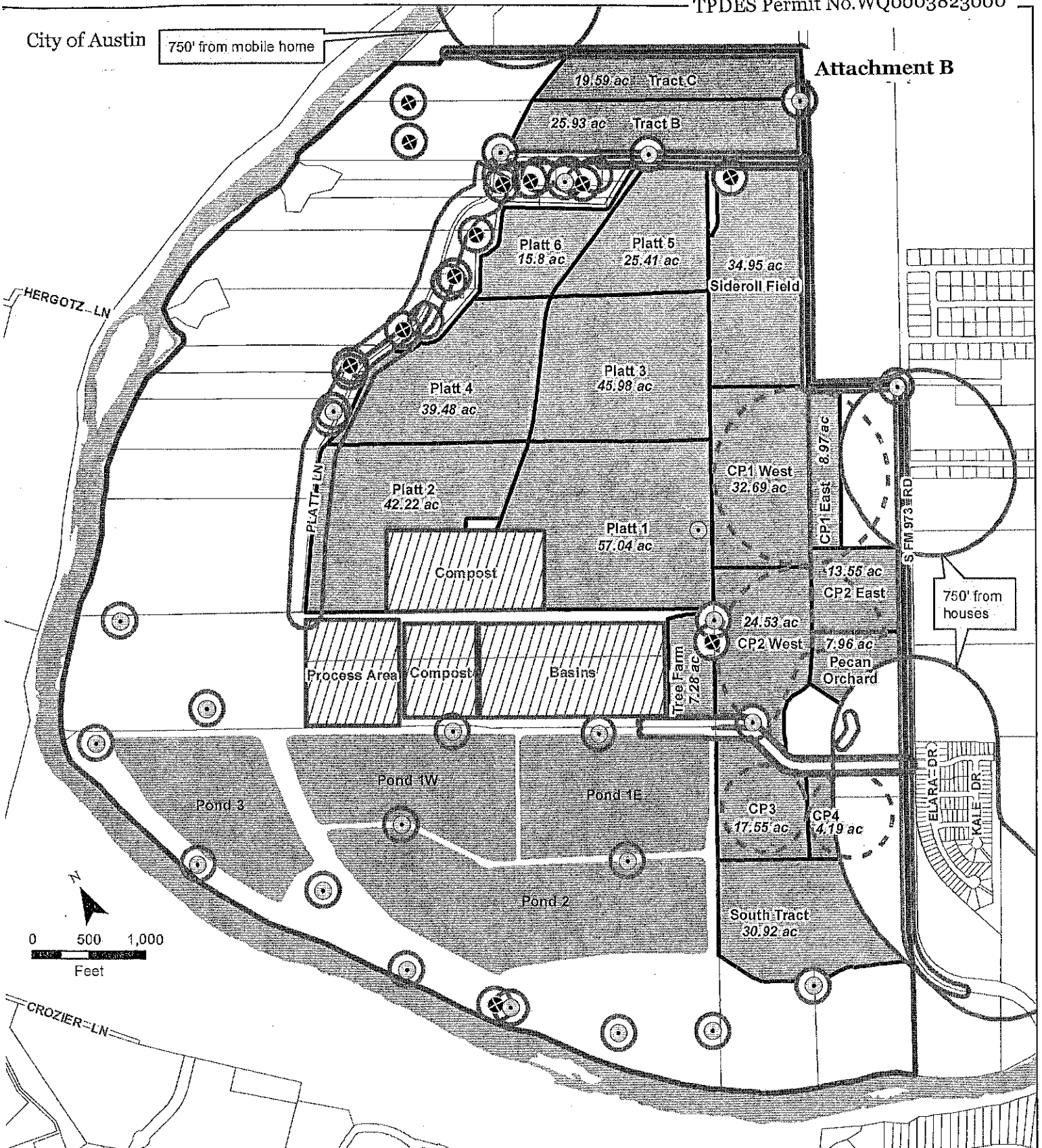
Attachment A



City of Austin

750' from mobile home

Attachment B



- Land Application Areas
- Hornsby Bend Site Boundary
- Center Pivot Irrigation Run
- Buffered Areas [750' from houses; 150' from wells]
- Biosolids Processing Areas
- Active Well
- Inactive Well



City of Austin  
Austin Water Utility



May 2012

# Hornsby Bend Biosolids Management Plant

Produced by GIS Services

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by the Austin Water Utility for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness. [3712]

**Annual Sludge Summary Report Form****Attachment C**

**Note 1: If your site has more than one disposal field, please submit a separate form for each field.**

**Note 2:** Please note, in addition to the summary form, you must submit all information as required by 30 TAC 312.48.

**Note 3.** If you operate other registered/permitted sludge land application sites, a form should be submitted for each site.

**Note 4.** Please send a copy of this sheet and all attachments to the TCEQ regional office in your area.

**For TCEQ Fiscal Year** \_\_\_\_ **Reporting period from September 1, \_\_\_\_ to August 31, \_\_\_\_**

**PERMIT NO.:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NAME OF PERMITTEE:**

\_\_\_\_\_

**MAILING ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Telephone No:** \_\_\_\_\_

**Field Number (if any):** \_\_\_\_\_ **(Submit separate form for each field, if site has two or more fields.)**

1. Sewage Sludge:
  - a. Land Applied: \_\_\_\_\_ dry tons / year
  - b. Disposed via monofill: \_\_\_\_\_ dry tons / year
  - c. Disposed via MSW Landfill: \_\_\_\_\_ dry tons / year
2. Water Treatment Plant Sludge:
  - a. Land Applied: \_\_\_\_\_ dry tons / year
  - b. Disposed via monofill: \_\_\_\_\_ dry tons / year
  - c. Disposed via MSW Landfill: \_\_\_\_\_ dry tons / year

**Class A sludge land applied:** \_\_\_\_\_ dry tons / year

**Acreage used for sludge application / disposal at this site:** \_\_\_\_\_ acres

**Site Vegetation** (such as grass type, etc.) and # of cuttings: \_\_\_\_\_

---

**PLEASE MAIL THE COMPLETED ANNUAL REPORT TO :**

Texas Commission on Environmental Quality  
Municipal Permits Team (MC 148)  
Wastewater Permitting Section  
P.O. Box 13087  
Austin, TX 78711-3087



## Quarterly Sludge Summary Report Form

(Class B)

**Note 1: If your site has more than one land application field, please submit a separate form for each field.**

**Note 2: Please place this sheet at the top of your Quarterly Sludge Report.**

**Note 3: If you operate other registered/permited sludge land application sites, a form should be submitted for each site.**

**Note 4: Please send a copy of this sheet and all attachments to the TCEQ regional office in your area.**

For TCEQ Quarter \_\_\_\_\_ Reporting period from \_\_\_\_\_ to \_\_\_\_\_

PERMIT NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF PERMITTEE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone No: \_\_\_\_\_

**Field Number (if any): \_\_\_\_\_ (Submit separate form for each field, if site has two or more fields)**

1. Class B Sewage Sludge Land Applied: \_\_\_\_\_ dry tons / quarter
2. Treated Domestic Septage - Land Applied: \_\_\_\_\_ gallons / quarter  
Method used to treat Domestic Septage: \_\_\_\_\_
3. Water Treatment Plant Sludge - Land Applied: \_\_\_\_\_ dry tons / quarter
4. Class A sludge land applied : \_\_\_\_\_ dry tons / quarter
  - a. Acreage used for Sludge Application/disposal at this site: \_\_\_\_\_ acres
  - b. Site Vegetation (such as grass type etc) and # of cuttings: \_\_\_\_\_
  - c. Does any of the sludge you have generated or received DOES NOT MEET concentration limits for any of the metals listed in Table 3 of "30 TAC §312.43 (b)"? Yes \_\_\_\_\_ No \_\_\_\_\_
  - d. Site location: Latitude: \_\_\_\_\_, Longitude: \_\_\_\_\_
  - e. Site physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sewage Sludge Only - Please attach information regarding the following items:**

\* Please note the following information should be provided in computer-generated report format:

\* Please place check mark before each item below to indicate that the item is attached to this report.

- \_\_\_\_\_ 1. Metal concentration, pathogen analysis data and vector attraction certifications of sludge for each source.
- \_\_\_\_\_ 2. Provide a list containing the name and permit number of each source of sludge.
- \_\_\_\_\_ 3. Date of delivery of each load of sludge land applied.
- \_\_\_\_\_ 4. Date of land application of each load of sludge.
- \_\_\_\_\_ 5. The cumulative metal loading rates for any metals as listed in Table 2 of 30 TAC §312.43 (b)"?
- \_\_\_\_\_ 6. The suggested agronomic rate for the class B sludge.

**PLEASE MAIL THE COMPLETED QUARTERLY REPORT TO :**

Texas Commission on Environmental Quality  
Municipal Permits Team (MC 148)  
Wastewater Permitting Section  
P.O. Box 13087  
Austin, TX 78711-3087



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
P.O. Box 13087  
Austin, Texas 78711-3087

TPDES PERMIT NO. WQ0010543011  
[For TCEQ office use only - EPA I.D.  
No. TX0046981]

This is a renewal that replaces TPDES  
Permit No. WQ0010543011 issued April  
22, 2010.

PERMIT TO DISCHARGE WASTES  
under provisions of  
Section 402 of the Clean Water Act  
and Chapter 26 of the Texas Water Code

City of Austin

whose mailing address is

P.O. Box 1088  
Austin, Texas 78767

is authorized to treat and discharge wastes from the Walnut Creek Wastewater Treatment  
Facility, SIC Code 4952

located at 7113 Farm-to-Market Road 969, Austin in Travis County, Texas 78724

to Colorado River Below Lady Bird Lake/Town Lake in Segment No. 1428 of the Colorado River  
Basin

only according with effluent limitations, monitoring requirements and other conditions set forth  
in this permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ),  
the laws of the State of Texas, and other orders of the TCEQ. The issuance of this permit does  
not grant to the permittee the right to use private or public property for conveyance of  
wastewater along the discharge route described in this permit. This includes, but is not limited  
to, property belonging to any individual, partnership, corporation, or other entity. Neither does  
this permit authorize any invasion of personal rights nor any violation of federal, state, or local  
laws or regulations. It is the responsibility of the permittee to acquire property rights as may be  
necessary to use the discharge route.

This permit shall expire at midnight, **September 01, 2019.**

ISSUED DATE: January 13, 2015

  
For the Commission

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTSOutfall Number 001

1. During the period beginning upon the date of issuance and lasting through the date of expiration, the permittee is authorized to discharge subject to the following effluent limitations:

The annual average flow of effluent shall not exceed 75 million gallons per day (MGD); nor shall the average discharge during any two-hour period (2-hour peak) exceed 114,583 gallons per minute (gpm).

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>			<u>Min. Self-Monitoring Requirements</u>		
	Daily Avg mg/l (lbs/day)	7-day Avg mg/l	Daily Max mg/l	Single Grab mg/l	Report Daily Avg. & Daily Max. Measurement Frequency	Sample Type
Flow, MGD	Report	N/A	Report	N/A	Continuous	Totalizing Meter
*Carbonaceous Biochemical Oxygen Demand (5-day)	10 (6255)	15	25	35	One/day	Composite
Total Suspended Solids	15 (9383)	25	40	60	One/day	Composite
Ammonia Nitrogen	2 (1251)	5	10	15	One/day	Composite
<i>E. coli</i> , CFU or MPN/100 ml	126	N/A	399	N/A	Five/week	Grab

2. The effluent shall contain a chlorine residual of at least 1.0 mg/l after a detention time of at least 20 minutes (based on peak flow) and shall be monitored daily by grab sample. The permittee shall dechlorinate the chlorinated effluent to less than 0.1 mg/l chlorine residual and shall monitor chlorine residual daily by grab sample after the dechlorination process. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.

3. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per day by grab sample.
4. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.
5. Effluent monitoring samples shall be taken at the following location(s): Following the final treatment unit. During flows less than 120 MGD, the chlorine residual shall be monitored at the end of the chlorine contact basins. During flows equal to or greater than 120 MGD, the chlorine residual shall be monitored at the outfall junction box immediately upstream of the location where sulfur dioxide solution is injected. (See Attachment A).
6. The effluent shall contain a minimum dissolved oxygen of 6.0 mg/l and shall be monitored once per day by grab sample.
7. The annual average flow and maximum 2-hour peak flow shall be reported monthly.

*\*Effective April 1998 all permits containing BOD5 limitations with associated ammonia limitations are revised to replace BOD5 limits with CBOD5 limits as established at 30 TAC 309.1(c).*



## DEFINITIONS AND STANDARD PERMIT CONDITIONS

As required by Title 30 Texas Administrative Code (TAC) Chapter 305, certain regulations appear as standard conditions in waste discharge permits. 30 TAC § 305.121 - 305.129 (relating to Permit Characteristics and Conditions) as promulgated under the Texas Water Code (TWC) §§ 5.103 and 5.105, and the Texas Health and Safety Code (THSC) §§ 361.017 and 361.024(a), establish the characteristics and standards for waste discharge permits, including sewage sludge, and those sections of 40 Code of Federal Regulations (CFR) Part 122 adopted by reference by the Commission. The following text includes these conditions and incorporates them into this permit. All definitions in TWC § 26.001 and 30 TAC Chapter 305 shall apply to this permit and are incorporated by reference. Some specific definitions of words or phrases used in this permit are as follows:

### 1. Flow Measurements

- a. Annual average flow - the arithmetic average of all daily flow determinations taken within the preceding 12 consecutive calendar months. The annual average flow determination shall consist of daily flow volume determinations made by a totalizing meter, charted on a chart recorder and limited to major domestic wastewater discharge facilities with one million gallons per day or greater permitted flow.
- b. Daily average flow - the arithmetic average of all determinations of the daily flow within a period of one calendar month. The daily average flow determination shall consist of determinations made on at least four separate days. If instantaneous measurements are used to determine the daily flow, the determination shall be the arithmetic average of all instantaneous measurements taken during that month. Daily average flow determination for intermittent discharges shall consist of a minimum of three flow determinations on days of discharge.
- c. Daily maximum flow - the highest total flow for any 24-hour period in a calendar month.
- d. Instantaneous flow - the measured flow during the minimum time required to interpret the flow measuring device.
- e. 2-hour peak flow (domestic wastewater treatment plants) - the maximum flow sustained for a two-hour period during the period of daily discharge. The average of multiple measurements of instantaneous maximum flow within a two-hour period may be used to calculate the 2-hour peak flow.
- f. Maximum 2-hour peak flow (domestic wastewater treatment plants) - the highest 2-hour peak flow for any 24-hour period in a calendar month.

### 2. Concentration Measurements

- a. Daily average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar month, consisting of at least four separate representative measurements.
  - i. For domestic wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values in the previous four consecutive month period consisting of at least four measurements shall be utilized as the daily average concentration.

- ii. For all other wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values taken during the month shall be utilized as the daily average concentration.
- b. 7-day average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar week, Sunday through Saturday.
- c. Daily maximum concentration - the maximum concentration measured on a single day, by the sample type specified in the permit, within a period of one calendar month.
- d. Daily discharge - the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in terms of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the sampling day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the sampling day.

The daily discharge determination of concentration made using a composite sample shall be the concentration of the composite sample. When grab samples are used, the daily discharge determination of concentration shall be the arithmetic average (weighted by flow value) of all samples collected during that day.

- e. Bacteria concentration (*E. coli* or Enterococci) - Colony Forming Units (CFU) or Most Probable Number (MPN) of bacteria per 100 milliliters effluent. The daily average bacteria concentration is a geometric mean of the values for the effluent samples collected in a calendar month. The geometric mean shall be determined by calculating the  $n$ th root of the product of all measurements made in a calendar month, where  $n$  equals the number of measurements made; or, computed as the antilogarithm of the arithmetic mean of the logarithms of all measurements made in a calendar month. For any measurement of bacteria equaling zero, a substituted value of one shall be made for input into either computation method. If specified, the 7-day average for bacteria is the geometric mean of the values for all effluent samples collected during a calendar week.
  - f. Daily average loading (lbs/day) - the arithmetic average of all daily discharge loading calculations during a period of one calendar month. These calculations must be made for each day of the month that a parameter is analyzed. The daily discharge, in terms of mass (lbs/day), is calculated as (Flow, MGD x Concentration, mg/l x 8.34).
  - g. Daily maximum loading (lbs/day) - the highest daily discharge, in terms of mass (lbs/day), within a period of one calendar month.
3. Sample Type
- a. Composite sample - For domestic wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (a). For industrial wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (b).

- b. Grab sample - an individual sample collected in less than 15 minutes.
- 4. Treatment Facility (facility) - wastewater facilities used in the conveyance, storage, treatment, recycling, reclamation and/or disposal of domestic sewage, industrial wastes, agricultural wastes, recreational wastes, or other wastes including sludge handling or disposal facilities under the jurisdiction of the Commission.
- 5. The term "sewage sludge" is defined as solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in 30 TAC Chapter 312. This includes the solids that have not been classified as hazardous waste separated from wastewater by unit processes.
- 6. Bypass - the intentional diversion of a waste stream from any portion of a treatment facility.

## **MONITORING AND REPORTING REQUIREMENTS**

### **1. Self-Reporting**

Monitoring results shall be provided at the intervals specified in the permit. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall conduct effluent sampling and reporting in accordance with 30 TAC §§ 319.4 - 319.12. Unless otherwise specified, a monthly effluent report shall be submitted each month, to the Enforcement Division (MC 224), by the 20<sup>th</sup> day of the following month for each discharge which is described by this permit whether or not a discharge is made for that month. Monitoring results must be reported on an approved self-report form that is signed and certified as required by Monitoring and Reporting Requirements No. 10.

As provided by state law, the permittee is subject to administrative, civil and criminal penalties, as applicable, for negligently or knowingly violating the Clean Water Act (CWA); TWC §§ 26, 27, and 28; and THSC § 361, including but not limited to knowingly making any false statement, representation, or certification on any report, record, or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, or falsifying, tampering with or knowingly rendering inaccurate any monitoring device or method required by this permit or violating any other requirement imposed by state or federal regulations.

### **2. Test Procedures**

- a. Unless otherwise specified in this permit, test procedures for the analysis of pollutants shall comply with procedures specified in 30 TAC §§ 319.11 - 319.12. Measurements, tests, and calculations shall be accurately accomplished in a representative manner.
- b. All laboratory tests submitted to demonstrate compliance with this permit must meet the requirements of 30 TAC § 25, Environmental Testing Laboratory Accreditation and Certification.

### **3. Records of Results**

- a. Monitoring samples and measurements shall be taken at times and in a manner so as to be representative of the monitored activity.
- b. Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period

of at least five years (or longer as required by 40 CFR Part 503), monitoring and reporting records, including strip charts and records of calibration and maintenance, copies of all records required by this permit, records of all data used to complete the application for this permit, and the certification required by 40 CFR § 264.73(b)(9) shall be retained at the facility site, or shall be readily available for review by a TCEQ representative for a period of three years from the date of the record or sample, measurement, report, application or certification. This period shall be extended at the request of the Executive Director.

- c. Records of monitoring activities shall include the following:
- i. date, time and place of sample or measurement;
  - ii. identity of individual who collected the sample or made the measurement.
  - iii. date and time of analysis;
  - iv. identity of the individual and laboratory who performed the analysis;
  - v. the technique or method of analysis; and
  - vi. the results of the analysis or measurement and quality assurance/quality control records.

The period during which records are required to be kept shall be automatically extended to the date of the final disposition of any administrative or judicial enforcement action that may be instituted against the permittee.

#### 4. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit using approved analytical methods as specified above, all results of such monitoring shall be included in the calculation and reporting of the values submitted on the approved self-report form. Increased frequency of sampling shall be indicated on the self-report form.

#### 5. Calibration of Instruments

All automatic flow measuring or recording devices and all totalizing meters for measuring flows shall be accurately calibrated by a trained person at plant start-up and as often thereafter as necessary to ensure accuracy, but not less often than annually unless authorized by the Executive Director for a longer period. Such person shall verify in writing that the device is operating properly and giving accurate results. Copies of the verification shall be retained at the facility site and/or shall be readily available for review by a TCEQ representative for a period of three years.

#### 6. Compliance Schedule Reports

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of the permit shall be submitted no later than 14 days following each schedule date to the Regional Office and the Enforcement Division (MC 224).

## 7. Noncompliance Notification

- a. In accordance with 30 TAC § 305.125(9) any noncompliance which may endanger human health or safety, or the environment shall be reported by the permittee to the TCEQ. Report of such information shall be provided orally or by facsimile transmission (FAX) to the Regional Office within 24 hours of becoming aware of the noncompliance. A written submission of such information shall also be provided by the permittee to the Regional Office and the Enforcement Division (MC 224) within five working days of becoming aware of the noncompliance. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
  - b. The following violations shall be reported under Monitoring and Reporting Requirement 7.a.:
    - i. Unauthorized discharges as defined in Permit Condition 2(g).
    - ii. Any unanticipated bypass that exceeds any effluent limitation in the permit.
    - iii. Violation of a permitted maximum daily discharge limitation for pollutants listed specifically in the Other Requirements section of an Industrial TPDES permit.
  - c. In addition to the above, any effluent violation which deviates from the permitted effluent limitation by more than 40% shall be reported by the permittee in writing to the Regional Office and the Enforcement Division (MC 224) within 5 working days of becoming aware of the noncompliance.
  - d. Any noncompliance other than that specified in this section, or any required information not submitted or submitted incorrectly, shall be reported to the Enforcement Division (MC 224) as promptly as possible. For effluent limitation violations, noncompliances shall be reported on the approved self-report form.
8. In accordance with the procedures described in 30 TAC §§ 35.301 - 35.303 (relating to Water Quality Emergency and Temporary Orders) if the permittee knows in advance of the need for a bypass, it shall submit prior notice by applying for such authorization.
9. Changes in Discharges of Toxic Substances
- All existing manufacturing, commercial, mining, and silvicultural permittees shall notify the Regional Office, orally or by facsimile transmission within 24 hours, and both the Regional Office and the Enforcement Division (MC 224) in writing within five (5) working days, after becoming aware of or having reason to believe:
- a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant listed at 40 CFR Part 122, Appendix D, Tables II and III (excluding Total Phenols) which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":

- i. One hundred micrograms per liter (100 µg/L);
    - ii. Two hundred micrograms per liter (200 µg/L) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/L) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter (1 mg/L) for antimony;
    - iii. Five (5) times the maximum concentration value reported for that pollutant in the permit application; or
    - iv. The level established by the TCEQ.
  - b. That any activity has occurred or will occur which would result in any discharge, on a nonroutine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following “notification levels”:
    - i. Five hundred micrograms per liter (500 µg/L);
    - ii. One milligram per liter (1 mg/L) for antimony;
    - iii. Ten (10) times the maximum concentration value reported for that pollutant in the permit application; or
    - iv. The level established by the TCEQ.
10. Signatories to Reports
- All reports and other information requested by the Executive Director shall be signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).
11. All Publicly Owned Treatment Works (POTWs) must provide adequate notice to the Executive Director of the following:
- a. Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to CWA § 301 or § 306 if it were directly discharging those pollutants;
  - b. Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit; and
  - c. For the purpose of this paragraph, adequate notice shall include information on:
    - i. The quality and quantity of effluent introduced into the POTW; and
    - ii. Any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.

## **PERMIT CONDITIONS**

1. General
  - a. When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in an application or in any report to the Executive Director, it shall promptly submit such facts or information.



- b. This permit is granted on the basis of the information supplied and representations made by the permittee during action on an application, and relying upon the accuracy and completeness of that information and those representations. After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked, in whole or in part, in accordance with 30 TAC Chapter 305, Subchapter D, during its term for good cause including, but not limited to, the following:
    - i. Violation of any terms or conditions of this permit;
    - ii. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
    - iii. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.
  - c. The permittee shall furnish to the Executive Director, upon request and within a reasonable time, any information to determine whether cause exists for amending, revoking, suspending or terminating the permit. The permittee shall also furnish to the Executive Director, upon request, copies of records required to be kept by the permit.
2. Compliance
- a. Acceptance of the permit by the person to whom it is issued constitutes acknowledgment and agreement that such person will comply with all the terms and conditions embodied in the permit, and the rules and other orders of the Commission.
  - b. The permittee has a duty to comply with all conditions of the permit. Failure to comply with any permit condition constitutes a violation of the permit and the Texas Water Code or the Texas Health and Safety Code, and is grounds for enforcement action, for permit amendment, revocation, or suspension, or for denial of a permit renewal application or an application for a permit for another facility.
  - c. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.
  - d. The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal or other permit violation that has a reasonable likelihood of adversely affecting human health or the environment.
  - e. Authorization from the Commission is required before beginning any change in the permitted facility or activity that may result in noncompliance with any permit requirements.
  - f. A permit may be amended, suspended and reissued, or revoked for cause in accordance with 30 TAC §§ 305.62 and 305.66 and TWC§ 7.302. The filing of a request by the permittee for a permit amendment, suspension and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
  - g. There shall be no unauthorized discharge of wastewater or any other waste. For the purpose of this permit, an unauthorized discharge is considered to be any discharge of wastewater into or adjacent to water in the state at any location not permitted as an outfall or otherwise defined in the Other Requirements section of this permit.

- h. In accordance with 30 TAC § 305.535(a), the permittee may allow any bypass to occur from a TPDES permitted facility which does not cause permitted effluent limitations to be exceeded or an unauthorized discharge to occur, but only if the bypass is also for essential maintenance to assure efficient operation.
- i. The permittee is subject to administrative, civil, and criminal penalties, as applicable, under TWC §§ 7.051 - 7.075 (relating to Administrative Penalties), 7.101 - 7.111 (relating to Civil Penalties), and 7.141 - 7.202 (relating to Criminal Offenses and Penalties) for violations including, but not limited to, negligently or knowingly violating the federal CWA §§ 301, 302, 306, 307, 308, 318, or 405, or any condition or limitation implementing any sections in a permit issued under the CWA § 402, or any requirement imposed in a pretreatment program approved under the CWA §§ 402 (a)(3) or 402 (b)(8).

### 3. Inspections and Entry

- a. Inspection and entry shall be allowed as prescribed in the TWC Chapters 26, 27, and 28, and THSC § 361.
- b. The members of the Commission and employees and agents of the Commission are entitled to enter any public or private property at any reasonable time for the purpose of inspecting and investigating conditions relating to the quality of water in the state or the compliance with any rule, regulation, permit or other order of the Commission. Members, employees, or agents of the Commission and Commission contractors are entitled to enter public or private property at any reasonable time to investigate or monitor or, if the responsible party is not responsive or there is an immediate danger to public health or the environment, to remove or remediate a condition related to the quality of water in the state. Members, employees, Commission contractors, or agents acting under this authority who enter private property shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection, and if the property has management in residence, shall notify management or the person then in charge of his presence and shall exhibit proper credentials. If any member, employee, Commission contractor, or agent is refused the right to enter in or on public or private property under this authority, the Executive Director may invoke the remedies authorized in TWC § 7.002. The statement above, that Commission entry shall occur in accordance with an establishment's rules and regulations concerning safety, internal security, and fire protection, is not grounds for denial or restriction of entry to any part of the facility, but merely describes the Commission's duty to observe appropriate rules and regulations during an inspection.

### 4. Permit Amendment and/or Renewal

- a. The permittee shall give notice to the Executive Director as soon as possible of any planned physical alterations or additions to the permitted facility if such alterations or additions would require a permit amendment or result in a violation of permit requirements. Notice shall also be required under this paragraph when:
  - i. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in accordance with 30 TAC § 305.534 (relating to New Sources and New Dischargers); or

- ii. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants that are subject neither to effluent limitations in the permit, nor to notification requirements in Monitoring and Reporting Requirements No. 9;
  - iii. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
- b. Prior to any facility modifications, additions, or expansions that will increase the plant capacity beyond the permitted flow, the permittee must apply for and obtain proper authorization from the Commission before commencing construction.
  - c. The permittee must apply for an amendment or renewal at least 180 days prior to expiration of the existing permit in order to continue a permitted activity after the expiration date of the permit. If an application is submitted prior to the expiration date of the permit, the existing permit shall remain in effect until the application is approved, denied, or returned. If the application is returned or denied, authorization to continue such activity shall terminate upon the effective date of the action. If an application is not submitted prior to the expiration date of the permit, the permit shall expire and authorization to continue such activity shall terminate.
  - d. Prior to accepting or generating wastes which are not described in the permit application or which would result in a significant change in the quantity or quality of the existing discharge, the permittee must report the proposed changes to the Commission. The permittee must apply for a permit amendment reflecting any necessary changes in permit conditions, including effluent limitations for pollutants not identified and limited by this permit.
  - e. In accordance with the TWC § 26.029(b), after a public hearing, notice of which shall be given to the permittee, the Commission may require the permittee, from time to time, for good cause, in accordance with applicable laws, to conform to new or additional conditions.
  - f. If any toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is promulgated under CWA § 307(a) for a toxic pollutant which is present in the discharge and that standard or prohibition is more stringent than any limitation on the pollutant in this permit, this permit shall be modified or revoked and reissued to conform to the toxic effluent standard or prohibition. The permittee shall comply with effluent standards or prohibitions established under CWA § 307(a) for toxic pollutants within the time provided in the regulations that established those standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.
5. Permit Transfer
- a. Prior to any transfer of this permit, Commission approval must be obtained. The Commission shall be notified in writing of any change in control or ownership of facilities authorized by this permit. Such notification should be sent to the Applications Review and Processing Team (MC 148) of the Water Quality Division.

- b. A permit may be transferred only according to the provisions of 30 TAC § 305.64 (relating to Transfer of Permits) and 30 TAC § 50.133 (relating to Executive Director Action on Application or WQMP update).

6. Relationship to Hazardous Waste Activities

This permit does not authorize any activity of hazardous waste storage, processing, or disposal that requires a permit or other authorization pursuant to the Texas Health and Safety Code.

7. Relationship to Water Rights

Disposal of treated effluent by any means other than discharge directly to water in the state must be specifically authorized in this permit and may require a permit pursuant to TWC Chapter 11.

8. Property Rights

A permit does not convey any property rights of any sort, or any exclusive privilege.

9. Permit Enforceability

The conditions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

10. Relationship to Permit Application

The application pursuant to which the permit has been issued is incorporated herein; provided, however, that in the event of a conflict between the provisions of this permit and the application, the provisions of the permit shall control.

11. Notice of Bankruptcy

- a. Each permittee shall notify the Executive Director, in writing, immediately following the filing of a voluntary or involuntary petition for bankruptcy under any chapter of Title 11 (Bankruptcy) of the United States Code (11 USC) by or against:
  - i. the permittee;
  - ii. an entity (as that term is defined in 11 USC, § 101(14)) controlling the permittee or listing the permit or permittee as property of the estate; or
  - iii. an affiliate (as that term is defined in 11 USC, § 101(2)) of the permittee.
- b. This notification must indicate:
  - i. the name of the permittee and the permit number(s);
  - ii. the bankruptcy court in which the petition for bankruptcy was filed; and
  - iii. the date of filing of the petition.

**OPERATIONAL REQUIREMENTS**

1. The permittee shall at all times ensure that the facility and all of its systems of collection, treatment, and disposal are properly operated and maintained. This includes, but is not limited to, the regular, periodic examination of wastewater solids within the treatment plant by the operator in order to maintain an appropriate quantity and quality of solids inventory as described in the various operator training manuals and according to accepted industry standards for process control. Process control, maintenance, and operations records shall be retained at the facility site, or shall be readily available for review by a TCEQ representative, for a period of three years.
2. Upon request by the Executive Director, the permittee shall take appropriate samples and provide proper analysis in order to demonstrate compliance with Commission rules. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall comply with all applicable provisions of 30 TAC Chapter 312 concerning sewage sludge use and disposal and 30 TAC §§ 319.21 - 319.29 concerning the discharge of certain hazardous metals.
3. Domestic wastewater treatment facilities shall comply with the following provisions:
  - a. The permittee shall notify the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, in writing, of any facility expansion at least 90 days prior to conducting such activity.
  - b. The permittee shall submit a closure plan for review and approval to the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, for any closure activity at least 90 days prior to conducting such activity. Closure is the act of permanently taking a waste management unit or treatment facility out of service and includes the permanent removal from service of any pit, tank, pond, lagoon, surface impoundment and/or other treatment unit regulated by this permit.
4. The permittee is responsible for installing prior to plant start-up, and subsequently maintaining, adequate safeguards to prevent the discharge of untreated or inadequately treated wastes during electrical power failures by means of alternate power sources, standby generators, and/or retention of inadequately treated wastewater.
5. Unless otherwise specified, the permittee shall provide a readily accessible sampling point and, where applicable, an effluent flow measuring device or other acceptable means by which effluent flow may be determined.
6. The permittee shall remit an annual water quality fee to the Commission as required by 30 TAC Chapter 21. Failure to pay the fee may result in revocation of this permit under TWC § 7.302(b)(6).
7. Documentation

For all written notifications to the Commission required of the permittee by this permit, the permittee shall keep and make available a copy of each such notification under the same conditions as self-monitoring data are required to be kept and made available. Except for information required for TPDES permit applications, effluent data, including effluent data in permits, draft permits and permit applications, and other information specified as not

confidential in 30 TAC §§ 1.5(d), any information submitted pursuant to this permit may be claimed as confidential by the submitter. Any such claim must be asserted in the manner prescribed in the application form or by stamping the words confidential business information on each page containing such information. If no claim is made at the time of submission, information may be made available to the public without further notice. If the Commission or Executive Director agrees with the designation of confidentiality, the TCEQ will not provide the information for public inspection unless required by the Texas Attorney General or a court pursuant to an open records request. If the Executive Director does not agree with the designation of confidentiality, the person submitting the information will be notified.

8. Facilities that generate domestic wastewater shall comply with the following provisions; domestic wastewater treatment facilities at permitted industrial sites are excluded.

- a. Whenever flow measurements for any domestic sewage treatment facility reach 75% of the permitted daily average or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the domestic wastewater treatment and/or collection facilities. Whenever the flow reaches 90% of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. In the case of a domestic wastewater treatment facility which reaches 75% of the permitted daily average or annual average flow for three consecutive months, and the planned population to be served or the quantity of waste produced is not expected to exceed the design limitations of the treatment facility, the permittee shall submit an engineering report supporting this claim to the Executive Director of the Commission.

If in the judgment of the Executive Director the population to be served will not cause permit noncompliance, then the requirement of this section may be waived. To be effective, any waiver must be in writing and signed by the Director of the Enforcement Division (MC 169) of the Commission, and such waiver of these requirements will be reviewed upon expiration of the existing permit; however, any such waiver shall not be interpreted as condoning or excusing any violation of any permit parameter.

- b. The plans and specifications for domestic sewage collection and treatment works associated with any domestic permit must be approved by the Commission and failure to secure approval before commencing construction of such works or making a discharge is a violation of this permit and each day is an additional violation until approval has been secured.
- c. Permits for domestic wastewater treatment plants are granted subject to the policy of the Commission to encourage the development of area-wide waste collection, treatment, and disposal systems. The Commission reserves the right to amend any domestic wastewater permit in accordance with applicable procedural requirements to require the system covered by this permit to be integrated into an area-wide system, should such be developed; to require the delivery of the wastes authorized to be collected in, treated by or discharged from said system, to such area-wide system; or to amend this permit in any other particular to effectuate the Commission's policy. Such amendments may be made when the changes required are advisable for water quality control purposes and are feasible on the basis of waste treatment technology, engineering, financial, and



related considerations existing at the time the changes are required, exclusive of the loss of investment in or revenues from any then existing or proposed waste collection, treatment or disposal system.

9. Domestic wastewater treatment plants shall be operated and maintained by sewage plant operators holding a valid certificate of competency at the required level as defined in 30 TAC Chapter 30.
10. For Publicly Owned Treatment Works (POTWs), the 30-day average (or monthly average) percent removal for BOD and TSS shall not be less than 85%, unless otherwise authorized by this permit.
11. Facilities that generate industrial solid waste as defined in 30 TAC § 335.1 shall comply with these provisions:
  - a. Any solid waste, as defined in 30 TAC § 335.1 (including but not limited to such wastes as garbage, refuse, sludge from a waste treatment, water supply treatment plant or air pollution control facility, discarded materials, discarded materials to be recycled, whether the waste is solid, liquid, or semisolid), generated by the permittee during the management and treatment of wastewater, must be managed in accordance with all applicable provisions of 30 TAC Chapter 335, relating to Industrial Solid Waste Management.
  - b. Industrial wastewater that is being collected, accumulated, stored, or processed before discharge through any final discharge outfall, specified by this permit, is considered to be industrial solid waste until the wastewater passes through the actual point source discharge and must be managed in accordance with all applicable provisions of 30 TAC Chapter 335.
  - c. The permittee shall provide written notification, pursuant to the requirements of 30 TAC § 335.8(b)(1), to the Environmental Cleanup Section (MC 127) of the Remediation Division informing the Commission of any closure activity involving an Industrial Solid Waste Management Unit, at least 90 days prior to conducting such an activity.
  - d. Construction of any industrial solid waste management unit requires the prior written notification of the proposed activity to the Registration and Reporting Section (MC 129) of the Registration, Review, and Reporting Division. No person shall dispose of industrial solid waste, including sludge or other solids from wastewater treatment processes, prior to fulfilling the deed recordation requirements of 30 TAC § 335.5.
  - e. The term "industrial solid waste management unit" means a landfill, surface impoundment, waste-pile, industrial furnace, incinerator, cement kiln, injection well, container, drum, salt dome waste containment cavern, or any other structure vessel, appurtenance, or other improvement on land used to manage industrial solid waste.
  - f. The permittee shall keep management records for all sludge (or other waste) removed from any wastewater treatment process. These records shall fulfill all applicable requirements of 30 TAC § 335 and must include the following, as it pertains to wastewater treatment and discharge:
    - i. Volume of waste and date(s) generated from treatment process;
    - ii. Volume of waste disposed of on-site or shipped off-site;

- iii. Date(s) of disposal;
- iv. Identity of hauler or transporter;
- v. Location of disposal site; and
- vi. Method of final disposal.

The above records shall be maintained on a monthly basis. The records shall be retained at the facility site, or shall be readily available for review by authorized representatives of the TCEQ for at least five years.

12. For industrial facilities to which the requirements of 30 TAC § 335 do not apply, sludge and solid wastes, including tank cleaning and contaminated solids for disposal, shall be disposed of in accordance with THSC § 361.

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## SLUDGE PROVISIONS

The permittee is authorized to dispose of sludge only at a Texas Commission on Environmental Quality (TCEQ) authorized land application site or co-disposal landfill. **The disposal of sludge by land application on property owned, leased or under the direct control of the permittee is a violation of the permit unless the site is authorized with the TCEQ. This provision does not authorize Distribution and Marketing of sludge. This provision does not authorize land application of Class A Sludge. This provision does not authorize the permittee to land apply sludge on property owned, leased or under the direct control of the permittee.**

### SECTION I. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE LAND APPLICATION

#### A. General Requirements

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.
2. In all cases, if the person (permit holder) who prepares the sewage sludge supplies the sewage sludge to another person for land application use or to the owner or lease holder of the land, the permit holder shall provide necessary information to the parties who receive the sludge to assure compliance with these regulations.
3. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

#### B. Testing Requirements

1. Sewage sludge shall be tested annually in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I Toxicity Characteristic Leaching Procedure (TCLP) or other method that receives the prior approval of the TCEQ for the contaminants listed in 40 CFR Part 261.24, Table 1. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal. Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Remediation Support Division and the Regional Director (MC Region 11) within seven (7) days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to:

Director, Registration, Review, and Reporting Division (MC 129), Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 11) and the Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year.

2. Sewage sludge shall not be applied to the land if the concentration of the pollutants exceeds the pollutant concentration criteria in Table 1. The frequency of testing for pollutants in Table 1 is found in Section I.C.

TABLE 1

<u>Pollutant</u>	<u>Ceiling Concentration</u> ( <u>Milligrams per kilogram</u> )*
Arsenic	75
Cadmium	85
Chromium	3000
Copper	4300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
PCBs	49
Selenium	100
Zinc	7500

\* Dry weight basis

### 3. Pathogen Control

All sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site shall be treated by one of the following methods to ensure that the sludge meets either the Class A or Class B pathogen requirements.

- a. Six alternatives are available to demonstrate compliance with Class A sewage sludge. The first 4 options require either the density of fecal coliform in the sewage sludge be less than 1000 Most Probable Number (MPN) per gram of total solids (dry weight basis), or the density of Salmonella sp. bacteria in the sewage sludge be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. Below are the additional requirements necessary to meet the definition of a Class A sludge.

Alternative 1 - The temperature of the sewage sludge that is used or disposed shall be maintained at or above a specific value for a period of time. See 30 TAC § 312.82(a)(2)(A) for specific information.

Alternative 2 - The pH of the sewage sludge that is used or disposed shall be raised to above 12 std. units and shall remain above 12 std. units for 72 hours.

The temperature of the sewage sludge shall be above 52° Celsius for 12 hours or longer during the period that the pH of the sewage sludge is above 12 std. units.

At the end of the 72-hour period during which the pH of the sewage sludge is above 12 std. units, the sewage sludge shall be air dried to achieve a percent solids in the sewage sludge greater than 50%.

Alternative 3 - The sewage sludge shall be analyzed for enteric viruses prior to pathogen treatment. The limit for enteric viruses is less than one Plaque-forming Unit per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(i-iii) for specific information. The sewage sludge shall be analyzed for viable helminth ova prior to pathogen treatment. The limit for viable helminth ova is less than one per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(iv-vi) for specific information.

Alternative 4 - The density of enteric viruses in the sewage sludge shall be less than one Plaque-forming Unit per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. The density of viable helminth ova in the sewage sludge shall be less than one per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed.

Alternative 5 (PFRP) - Sewage sludge that is used or disposed of shall be treated in one of the processes to Further Reduce Pathogens (PFRP) described in 40 CFR Part 503, Appendix B. PFRP include composting, heat drying, heat treatment, and thermophilic aerobic digestion.

Alternative 6 (PFRP Equivalent) - Sewage sludge that is used or disposed of shall be treated in a process that has been approved by the U.S. Environmental Protection Agency as being equivalent to those in Alternative 5.

- b. Three alternatives are available to demonstrate compliance with Class B criteria for sewage sludge.

Alternative 1

- i. A minimum of seven random samples of the sewage sludge shall be collected within 48 hours of the time the sewage sludge is used or disposed of during each monitoring episode for the sewage sludge.
- ii. The geometric mean of the density of fecal coliform in the samples collected shall be less than either 2,000,000 MPN per gram of total solids (dry weight basis) or 2,000,000 Colony Forming Units per gram of total solids (dry weight basis).

Alternative 2 - Sewage sludge that is used or disposed of shall be treated in one of the Processes to Significantly Reduce Pathogens (PSRP) described in 40 CFR Part 503, Appendix B, so long as all of the following requirements are met by the generator of the sewage sludge.

- i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;

- ii. An independent Texas Licensed Professional Engineer must make a certification to the generator of a sewage sludge that the wastewater treatment facility generating the sewage sludge is designed to achieve one of the PSRP at the permitted design loading of the facility. The certification need only be repeated if the design loading of the facility is increased. The certification shall include a statement indicating the design meets all the applicable standards specified in Appendix B of 40 CFR Part 503;
- iii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iv. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review; and
- v. If the sewage sludge is generated from a mixture of sources, resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the PSRP, and shall meet the certification, operation, and record keeping requirements of this paragraph.

Alternative 3 - Sewage sludge shall be treated in an equivalent process that has been approved by the U.S. Environmental Protection Agency, so long as all of the following requirements are met by the generator of the sewage sludge.

- i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;
- ii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iii. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review;
- iv. The Executive Director will accept from the U.S. Environmental Protection Agency a finding of equivalency to the defined PSRP; and



- v. If the sewage sludge is generated from a mixture of sources resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the Processes to Significantly Reduce Pathogens, and shall meet the certification, operation, and record keeping requirements of this paragraph.

In addition, the following site restrictions must be met if Class B sludge is land applied:

- i. Food crops with harvested parts that touch the sewage sludge/soil mixture and are totally above the land surface shall not be harvested for 14 months after application of sewage sludge.
- ii. Food crops with harvested parts below the surface of the land shall not be harvested for 20 months after application of sewage sludge when the sewage sludge remains on the land surface for 4 months or longer prior to incorporation into the soil.
- iii. Food crops with harvested parts below the surface of the land shall not be harvested for 38 months after application of sewage sludge when the sewage sludge remains on the land surface for less than 4 months prior to incorporation into the soil.
- iv. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application of sewage sludge.
- v. Animals shall not be allowed to graze on the land for 30 days after application of sewage sludge.
- vi. Turf grown on land where sewage sludge is applied shall not be harvested for 1 year after application of the sewage sludge when the harvested turf is placed on either land with a high potential for public exposure or a lawn.
- vii. Public access to land with a high potential for public exposure shall be restricted for 1 year after application of sewage sludge.
- viii. Public access to land with a low potential for public exposure shall be restricted for 30 days after application of sewage sludge.
- ix. Land application of sludge shall be in accordance with the buffer zone requirements found in 30 TAC § 312.44.

#### 4. Vector Attraction Reduction Requirements

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site shall be treated by one of the following Alternatives 1 through 10 for vector attraction reduction.

Alternative 1 - The mass of volatile solids in the sewage sludge shall be reduced by a minimum of 38%.

- Alternative 2 - If Alternative 1 cannot be met for an anaerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge anaerobically in the laboratory in a bench-scale unit for 40 additional days at a temperature between 30° and 37° Celsius. Volatile solids must be reduced by less than 17% to demonstrate compliance.
- Alternative 3 - If Alternative 1 cannot be met for an aerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge with percent solids of two percent or less aerobically in the laboratory in a bench-scale unit for 30 additional days at 20° Celsius. Volatile solids must be reduced by less than 15% to demonstrate compliance.
- Alternative 4 - The specific oxygen uptake rate (SOUR) for sewage sludge treated in an aerobic process shall be equal to or less than 1.5 milligrams of oxygen per hour per gram of total solids (dry weight basis) at a temperature of 20° Celsius.
- Alternative 5 - Sewage sludge shall be treated in an aerobic process for 14 days or longer. During that time, the temperature of the sewage sludge shall be higher than 40° Celsius and the average temperature of the sewage sludge shall be higher than 45° Celsius.
- Alternative 6 - The pH of sewage sludge shall be raised to 12 or higher by alkali addition and, without the addition of more alkali shall remain at 12 or higher for two hours and then remain at a pH of 11.5 or higher for an additional 22 hours at the time the sewage sludge is prepared for sale or given away in a bag or other container.
- Alternative 7 - The percent solids of sewage sludge that does not contain unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 75% based on the moisture content and total solids prior to mixing with other materials. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.
- Alternative 8 - The percent solids of sewage sludge that contains unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 90% based on the moisture content and total solids prior to mixing with other materials at the time the sludge is used. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.
- Alternative 9 -
- i. Sewage sludge shall be injected below the surface of the land.
  - ii. No significant amount of the sewage sludge shall be present on the land surface within one hour after the sewage sludge is injected.
  - iii. When sewage sludge that is injected below the surface of the land

is Class A with respect to pathogens, the sewage sludge shall be injected below the land surface within eight hours after being discharged from the pathogen treatment process.

- Alternative 10-
- i. Sewage sludge applied to the land surface or placed on a surface disposal site shall be incorporated into the soil within six hours after application to or placement on the land.
  - ii. When sewage sludge that is incorporated into the soil is Class A with respect to pathogens, the sewage sludge shall be applied to or placed on the land within eight hours after being discharged from the pathogen treatment process.

### C. Monitoring Requirements

Toxicity Characteristic Leaching Procedure (TCLP) Test	- annually
PCBs	- annually

All metal constituents and fecal coliform or Salmonella sp. bacteria shall be monitored at the appropriate frequency shown below, pursuant to 30 TAC § 312.46(a)(1):

<u>Amount of sewage sludge (*) metric tons per 365-day period</u>	<u>Monitoring Frequency</u>
0 to less than 290	Once/Year
290 to less than 1,500	Once/Quarter
1,500 to less than 15,000	Once/Two Months
15,000 or greater	Once/Month

(\*) *The amount of bulk sewage sludge applied to the land (dry weight basis).*

Representative samples of sewage sludge shall be collected and analyzed in accordance with the methods referenced in 30 TAC § 312.7

**SECTION II. REQUIREMENTS SPECIFIC TO BULK SEWAGE SLUDGE FOR APPLICATION TO THE LAND MEETING CLASS A or B PATHOGEN REDUCTION AND THE CUMULATIVE LOADING RATES IN TABLE 2, OR CLASS B PATHOGEN REDUCTION AND THE POLLUTANT CONCENTRATIONS IN TABLE 3**

For those permittees meeting Class A or B pathogen reduction requirements and that meet the cumulative loading rates in Table 2 below, or the Class B pathogen reduction requirements and contain concentrations of pollutants below listed in Table 3, the following conditions apply:

**A. Pollutant Limits**

Table 2

<u>Pollutant</u>	<u>Cumulative Pollutant Loading Rate (pounds per acre)*</u>
Arsenic	36
Cadmium	35
Chromium	2677
Copper	1339
Lead	268
Mercury	15
Molybdenum	Report Only
Nickel	375
Selenium	89
Zinc	2500

Table 3

<u>Pollutant</u>	<u>Monthly Average Concentration (milligrams per kilogram)*</u>
Arsenic	41
Cadmium	39
Chromium	1200
Copper	1500
Lead	300
Mercury	17
Molybdenum	Report Only
Nickel	420
Selenium	36
Zinc	2800

\*Dry weight basis

**B. Pathogen Control**

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, a reclamation site, shall be treated by either Class A or Class B pathogen reduction requirements as defined above in Section I.B.3.

**C. Management Practices**

1. Bulk sewage sludge shall not be applied to agricultural land, forest, a public contact site, or a reclamation site that is flooded, frozen, or snow-covered so that the bulk sewage sludge enters a wetland or other waters in the State.
2. Bulk sewage sludge not meeting Class A requirements shall be land applied in a manner which complies with the Management Requirements in accordance with 30 TAC § 312.44.
3. Bulk sewage sludge shall be applied at or below the agronomic rate of the cover crop.
4. An information sheet shall be provided to the person who receives bulk sewage sludge sold or given away. The information sheet shall contain the following information:
  - a. The name and address of the person who prepared the sewage sludge that is sold or given away in a bag or other container for application to the land.
  - b. A statement that application of the sewage sludge to the land is prohibited except in accordance with the instruction on the label or information sheet.
  - c. The annual whole sludge application rate for the sewage sludge application rate for the sewage sludge that does not cause any of the cumulative pollutant loading rates in Table 2 above to be exceeded, unless the pollutant concentrations in Table 3 found in Section II above are met.

**D. Notification Requirements**

1. If bulk sewage sludge is applied to land in a State other than Texas, written notice shall be provided prior to the initial land application to the permitting authority for the State in which the bulk sewage sludge is proposed to be applied. The notice shall include:
  - a. The location, by street address, and specific latitude and longitude, of each land application site.
  - b. The approximate time period bulk sewage sludge will be applied to the site.
  - c. The name, address, telephone number, and National Pollutant Discharge Elimination System permit number (if appropriate) for the person who will apply the bulk sewage sludge.
2. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

**E. Record keeping Requirements**

The sludge documents will be retained at the facility site and/or shall be readily available for review by a TCEQ representative. The person who prepares bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at the facility site and/or shall be readily available for review by a TCEQ representative for a

period of five years. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply.

1. The concentration (mg/kg) in the sludge of each pollutant listed in Table 3 above and the applicable pollutant concentration criteria (mg/kg), or the applicable cumulative pollutant loading rate and the applicable cumulative pollutant loading rate limit (lbs/ac) listed in Table 2 above.
2. A description of how the pathogen reduction requirements are met (including site restrictions for Class B sludge, if applicable).
3. A description of how the vector attraction reduction requirements are met.
4. A description of how the management practices listed above in Section II.C are being met.
5. The following certification statement:

"I certify, under penalty of law, that the applicable pathogen requirements in 30 TAC § 312.82(a) or (b) and the vector attraction reduction requirements in 30 TAC § 312.83(b) have been met for each site on which bulk sewage sludge is applied. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the management practices have been met. I am aware that there are significant penalties for false certification including fine and imprisonment."

6. The recommended agronomic loading rate from the references listed in Section II.C.3. above, as well as the actual agronomic loading rate shall be retained. The person who applies bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at the facility site and/or shall be readily available for review by a TCEQ representative indefinitely. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply:
  - a. A certification statement that all applicable requirements (specifically listed) have been met, and that the permittee understands that there are significant penalties for false certification including fine and imprisonment. See 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii), as applicable, and to the permittee's specific sludge treatment activities.
  - b. The location, by street address, and specific latitude and longitude, of each site on which sludge is applied.
  - c. The number of acres in each site on which bulk sludge is applied.
  - d. The date and time sludge is applied to each site.
  - e. The cumulative amount of each pollutant in pounds/acre listed in Table 2 applied to each site.
  - f. The total amount of sludge applied to each site in dry tons.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

#### **F. Reporting Requirements**

The permittee shall report annually to the TCEQ Regional Office (MC Region 11) and Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30 of each year the following information:

1. Results of tests performed for pollutants found in either Table 2 or 3 as appropriate for the permittee's land application practices.
2. The frequency of monitoring listed in Section I.C. that applies to the permittee.
3. Toxicity Characteristic Leaching Procedure (TCLP) results.
4. Identity of hauler(s) and TCEQ transporter number.
5. PCB concentration in sludge in mg/kg.
6. Date(s) of disposal.
7. Owner of disposal site(s).
8. Texas Commission on Environmental Quality registration number, if applicable.
9. Amount of sludge disposal dry weight (lbs/acre) at each disposal site.
10. The concentration (mg/kg) in the sludge of each pollutant listed in Table 1 (defined as a monthly average) as well as the applicable pollutant concentration criteria (mg/kg) listed in Table 3 above, or the applicable pollutant loading rate limit (lbs/acre) listed in Table 2 above if it exceeds 90% of the limit.
11. Level of pathogen reduction achieved (Class A or Class B).
12. Alternative used as listed in Section I.B.3.(a. or b.). Alternatives describe how the pathogen reduction requirements are met. If Class B sludge, include information on how site restrictions were met.
13. Vector attraction reduction alternative used as listed in Section I.B.4.
14. Annual sludge production in dry tons/year.
15. Amount of sludge land applied in dry tons/year.
16. The certification statement listed in either 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii) as applicable to the permittee's sludge treatment activities, shall be attached to the annual reporting form.
17. When the amount of any pollutant applied to the land exceeds 90% of the cumulative pollutant loading rate for that pollutant, as described in Table 2, the permittee shall report the following information as an attachment to the annual reporting form.



- a. The location, by street address, and specific latitude and longitude.
- b. The number of acres in each site on which bulk sewage sludge is applied.
- c. The date and time bulk sewage sludge is applied to each site.
- d. The cumulative amount of each pollutant (i.e., pounds/acre) listed in Table 2 in the bulk sewage sludge applied to each site.
- e. The amount of sewage sludge (i.e., dry tons) applied to each site.

The above records shall be maintained on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

**SECTION III. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE  
DISPOSED IN A MUNICIPAL SOLID WASTE LANDFILL**

- A. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 330 and all other applicable state and federal regulations to protect public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present. The permittee shall ensure that the sewage sludge meets the requirements in 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
- B. If the permittee generates sewage sludge and supplies that sewage sludge to the owner or operator of a municipal solid waste landfill (MSWLF) for disposal, the permittee shall provide to the owner or operator of the MSWLF appropriate information needed to be in compliance with the provisions of this permit.
- C. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.
- D. Sewage sludge shall be tested annually in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I (Toxicity Characteristic Leaching Procedure) or other method, which receives the prior approval of the TCEQ for contaminants listed in Table 1 of 40 CFR § 261.24. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal.

Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Remediation Support Division and the Regional Director (MC Region 11) of the appropriate TCEQ field office within 7 days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Registration, Review, and Reporting Division (MC 129), Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 11) and the Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year.

- E. Sewage sludge shall be tested as needed, in accordance with the requirements of 30 TAC Chapter 330.
- F. Record keeping Requirements

The permittee shall develop the following information and shall retain the information for five years.

1. The description (including procedures followed and the results) of all liquid Paint Filter Tests performed.
2. The description (including procedures followed and results) of all TCLP tests performed.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

#### G. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 11) and Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year the following information:

1. Toxicity Characteristic Leaching Procedure (TCLP) results.
2. Annual sludge production in dry tons/year.
3. Amount of sludge disposed in a municipal solid waste landfill in dry tons/year.
4. Amount of sludge transported interstate in dry tons/year.
5. A certification that the sewage sludge meets the requirements of 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
6. Identity of hauler(s) and transporter registration number.
7. Owner of disposal site(s).
8. Location of disposal site(s).
9. Date(s) of disposal.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

**OTHER REQUIREMENTS**

1. The permittee shall employ or contract with one or more licensed wastewater treatment facility operators or wastewater system operations companies holding a valid license or registration according to the requirements of 30 TAC Chapter 30, Occupational Licenses and Registrations and in particular 30 TAC Chapter 30, Subchapter J, Wastewater Operators and Operations Companies.

This Category A facility must be operated by a chief operator or an operator holding a Category A license or higher. The facility must be operated a minimum of five days per week by the licensed chief operator or an operator holding the required level of license or higher. The licensed chief operator or operator holding the required level of license or higher must be available by telephone or pager seven days per week. Where shift operation of the wastewater treatment facility is necessary, each shift that does not have the on-site supervision of the licensed chief operator must be supervised by an operator in charge who is licensed not less than one level below the category for the facility.

2. The facility is not located in the Coastal Management Program boundary.
3. Chronic toxic criteria apply at the edge of the mixing zone. The mixing zone is defined as 300 feet downstream and 100 feet upstream from the point of discharge.
4. The permittee is hereby placed on notice that this permit may be reviewed by the TCEQ after the completion of any new intensive water quality survey on Segment No. 1428 of the Colorado River Basin and any subsequent updating of the water quality model for Segment No. 1428, in order to determine if the limitations and conditions contained herein are consistent with any such revised model. The permit may be amended, pursuant to 30 TAC §305.62, as a result of such review. The permittee is also hereby placed on notice that effluent limits may be made more stringent at renewal based on, for example, any change to modeling protocol approved in the TCEQ Continuing Planning Process.
5. The permittee shall comply with the requirements of 30 TAC § 309.13 (a) through (d). In addition, by ownership of the required buffer zone area, the permittee shall comply with the requirements of 30 TAC § 309.13(e).
6. The permittee shall provide facilities for the protection of its wastewater treatment facilities from a 100-year flood.
7. Annual average effluent limitations of 5 mg/l CBOD<sub>5</sub>, 5 mg/l TSS, and 2 mg/l NH<sub>3</sub>-N, shall be maintained. The annual average is the sum of the monthly averages divided by 12 based on the calendar year. The results shall be submitted to the Water Quality Information Management Team of the Enforcement Division in January of each year.
8. In accordance with 30 TAC §319.9, a permittee that has at least twelve months of uninterrupted compliance with its bacteria limit may notify the commission in writing of its compliance and request a less frequent measurement schedule. To request a less frequent schedule, the permittee shall submit a written request to the TCEQ Wastewater Permitting Section (MC 148) for each phase that includes a different monitoring frequency. The request must contain all of the reported bacteria values (Daily Avg. and Daily Max/Single Grab) for the twelve consecutive months immediately prior to the request. If the Executive Director finds that a less frequent measurement schedule is protective of human health and the

environment, the permittee may be given a less frequent measurement schedule. For this permit, 5/week may be reduced to 3/week. **A violation of any bacteria limit by a facility that has been granted a less frequent measurement schedule will require the permittee to return to the standard frequency schedule and submit written notice to the TCEQ Wastewater Permitting Section (MC 148).** The permittee may not apply for another reduction in measurement frequency for at least 24 months from the date of the last violation. The Executive Director may establish a more frequent measurement schedule if necessary to protect human health or the environment.

9. The sludge from the treated process may be sent via pipeline to the Hornsby Bend Treatment Facility, Permit No. WQ0003823000 to be digested, dewatered and then disposed of with the bulk of the sludge from the plant accepting the sludge. The permittee shall keep records of all sludge removed from the wastewater treatment plant site. Such records will include the following information.
  - a. Volume of sludge hauled.
  - b. Date(s) of disposal.
  - c. Identity of hauler(s).
  - d. Location of the treatment plant to which the sludge is hauled.
  - e. Owner of treatment plant and TCEQ permit number.

The above records shall be maintained on a monthly basis and shall be reported to the TCEQ Regional Office (MC Region 11) and the Water Quality Information Management Systems Team (MC 224) of the Enforcement Division by September 30 of each year.

**CONTRIBUTING INDUSTRIES AND PRETREATMENT REQUIREMENTS**

1. The permittee shall operate an industrial pretreatment program in accordance with Sections 402(b)(8) and (b)(9) of the Clean Water Act, the General Pretreatment Regulations (40 CFR Part 403) and the approved **City of Austin** POTW pretreatment program submitted by the permittee. The pretreatment program was approved on **December 24, 1983**, modified on **July 22, 1994**, and subsequently modified on **June 2, 2005**.

The POTW pretreatment program is hereby incorporated by reference and shall be implemented in a manner consistent with the following requirements:

- a. Industrial user (IU) information shall be kept current according to 40 CFR §§403.8(f)(2)(i) and (ii) and updated at a frequency set forth in the approved pretreatment program to reflect accurate characterization of all IUs;
- b. The frequency and nature of IU compliance monitoring activities by the permittee shall be consistent with the approved POTW pretreatment program and commensurate with the character, consistency, and volume of waste. The permittee is required to inspect and sample the effluent from each significant industrial user (SIU) at least once per year, except as specified in 40 CFR §403.8 (f)(2)(v). This is in addition to any industrial self-monitoring activities;
- c. The permittee shall enforce and obtain remedies for IU noncompliance with applicable pretreatment standards and requirements and the approved POTW pretreatment program;
- d. The permittee shall control through permit, order, or similar means, the contribution to the POTW by each IU to ensure compliance with applicable pretreatment standards and requirements and the approved POTW pretreatment program. In the case of SIUs (identified as significant under 40 CFR §403.3 (v)), this control shall be achieved through individual permits or general control mechanisms, in accordance with 40 CFR §403.8(f)(1)(iii).

Both individual and general control mechanisms must be enforceable and contain, at a minimum, the following conditions:

- (1) Statement of duration (in no case more than five years);
- (2) Statement of non-transferability without, at a minimum, prior notification to the POTW and provision of a copy of the existing control mechanism to the new owner or operator;
- (3) Effluent limits, which may include enforceable best management practices (BMPs), based on applicable general pretreatment standards, categorical pretreatment standards, local limits, and State and local law;
- (4) Self-monitoring, sampling, reporting, notification and record keeping requirements, identification of the pollutants to be monitored (including, if applicable, the process for seeking a waiver for a pollutant neither present nor expected to be present in the IU's discharge in accordance with 40 CFR §403.12(e)(2), or a specific waived pollutant in the case of an individual control mechanism), sampling location, sampling frequency, and sample type, based on the applicable general pretreatment standards in 40 CFR Part 403, categorical pretreatment standards, local limits, and State and local law;
- (5) Statement of applicable civil and criminal penalties for violation of

- pretreatment standards and requirements, and any applicable compliance schedule. Such schedules may not extend the compliance date beyond federal deadlines; and,
- (6) Requirements to control slug discharges, if determined by the POTW to be necessary.
- e. For those IUs who are covered by a general control mechanism, in order to implement 40 CFR §403.8(f)(1)(iii)(A)(2), a monitoring waiver for a pollutant neither present nor expected to be present in the IU's discharge is not effective in the general control mechanism until after the POTW has provided written notice to the SIU that such a waiver request has been granted in accordance with 40 CFR §403.12(e)(2);
  - f. The permittee shall evaluate, whether each SIU needs a plan or other action to control slug discharges, in accordance with 40 CFR §403.8(f)(2)(vi). If the POTW decides that a slug control plan is needed, the plan shall contain at least the minimum elements required in 40 CFR §403.8(f)(2)(vi);
  - g. The permittee shall provide adequate staff, equipment, and support capabilities to carry out all elements of the pretreatment program; and,
  - h. The approved program shall not be modified by the permittee without the prior approval of the Executive Director, according to 40 CFR §403.18.
2. The permittee is under a continuing duty to: establish and enforce specific local limits to implement the provisions of 40 CFR §403.5, develop and enforce local limits as necessary, and modify the approved pretreatment program as necessary to comply with federal, state and local law, as amended. The permittee may develop BMPs to implement paragraphs 40 CFR §§403.5(c)(1) and (c)(2). Such BMPs shall be considered local limits and pretreatment standards. The permittee is required to effectively enforce such limits and to modify their pretreatment program, including the Legal Authority, Enforcement Response Plan, and Standard Operating Procedures (including forms), if required by the Executive Director to reflect changing conditions at the POTW. Substantial modifications will be approved in accordance with 40 CFR §403.18, and modifications will become effective upon approval by the Executive Director in accordance with 40 CFR §403.18.

The legal authority and the POTW's pretreatment program are not in compliance with the current 40 CFR Part 403 regulations [*rev. Federal Register/ Vol. 70/ No. 198/ Friday, October 14, 2005/ Rules and Regulations, pages 60134-60798*] and the 30 TAC Chapter 315, as amended. The permittee has submitted a substantial modification package revising the existing the Legal Authority, and additional modifications to the pretreatment program including an Enforcement Response Plan, Standard Operating Procedures, and forms to incorporate all required [*i.e. more stringent*] Streamlining Rule provisions [*rev. Federal Register/ Vol. 70/ No. 198/ Friday, October 14, 2005/ Rules and Regulations, pages 60134-60798*]. In addition, the package includes the technical evaluation revising the existing technically based local limits (TBLLs). The Executive Director is currently reviewing this substantial modification package. If after review of the modification submission, the Executive Director determines that the submission does not comply with applicable requirements, including 40 CFR §§403.8 and 403.9, the Executive Director will notify the permittee. According to 40 CFR §403.11(c), the notification will include suggested modifications to bring the modification submission into compliance with applicable requirements, including 40 CFR §§403.8(b) and (f), and 40 CFR §403.9(b). In such a case,



revised information will be necessary for the Executive Director to make a determination on whether to approve or deny the permittee's modification submission.

Upon approval by the Executive Director of the substantial modification to this approved POTW pretreatment program, the requirement to develop and enforce specific prohibitions and/or limits to implement the prohibitions and limits set forth in 40 CFR §§403.5 (a)(1), (b), (c)(1) and (3), and (d) is a condition of this permit. The specific prohibitions set out in 40 CFR §403.5(b) shall be enforced by the permittee unless modified under this provision.

3. The permittee shall analyze the treatment facility influent and effluent for the presence of the toxic pollutants listed in the Texas Surface Water Quality Standards [30 TAC Chapter 307], and in 40 CFR Part 122 Appendix D Table II at least **once per six months** and the toxic pollutants in Table III at least **once per three months**. If, based upon information available to the permittee, there is reason to suspect the presence of any toxic or hazardous pollutant listed in 40 CFR Part 122 Appendix D Table V, or any other pollutant, known or suspected to adversely affect treatment plant operation, receiving water quality, or solids disposal procedures, analysis for those pollutants shall be performed at least **once per three months** on both the influent and the effluent.

The influent and effluent samples collected shall be composite samples consisting of at least 12 aliquots collected at approximately equal intervals over a representative 24 hour period and composited according to flow. Sampling and analytical procedures shall be in accordance with guidelines established in 40 CFR Part 136, as amended; as approved by the EPA through the application for alternate test procedures; or as suggested in Tables E-1 and E-2 of the *Procedures to Implement the Texas Surface Water Quality Standards* (RG-194), June 2010, as amended and adopted by the TCEQ. The effluent samples shall be analyzed to the minimum analytical level (MAL). Where composite samples are inappropriate, due to sampling, holding time, or analytical constraints, at least four (4) grab samples, taken at equal intervals over a representative 24 hour period, shall be taken.

4. The permittee shall prepare annually a list of IUs which during the preceding twelve (12) months were in significant noncompliance (SNC) with applicable pretreatment requirements. For the purposes of this section of the permit, "CONTRIBUTING INDUSTRIES AND PRETREATMENT REQUIREMENTS", SNC shall be determined based upon the more stringent of either criteria established at 40 CFR §403.8(f)(2)(viii) [rev. 10/14/05] or criteria established in the approved POTW pretreatment program. This list is to be published annually during the month of **December** in a newspaper of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW.

In addition, each **December** the permittee shall submit an updated pretreatment program annual status report, in accordance with 40 CFR §§403.12(i) and (m), to the TCEQ Stormwater & Pretreatment Team (MC148) of the Water Quality Division. The report shall contain the following information as well as the information on the tables in this section. The report summary shall be submitted on the Pretreatment Performance Summary (PPS) form [TCEQ-20218].

- a. An updated list of all regulated IUs as indicated in this section. For each listed IU, the following information shall be included:

- (1) Standard Industrial Classification (SIC) or North American Industry Classification System (NAICS) code *and* categorical determination.

- (2) If the pretreatment program has been modified and approved to incorporate reduced monitoring for any of the categorical IUs as provided by 40 CFR Part 403 [rev. 10/14/05], then the list must also identify:
  - categorical IUs subject to the conditions for reduced monitoring and reporting requirements under 40 CFR §§ 403.12(e)(1) and (3);
  - those IUs that are non-significant categorical industrial users (NSCIUs) under 40 CFR §403.3(v)(2); and
  - those IUs that are middle tier categorical industrial users (MTCIUs) under 40 CFR §403.12(e)(3).
- (3) Control mechanism status.
  - Indicate whether the IU has an effective individual or general control mechanism, and the date such control mechanism was last issued, reissued, or modified;
  - Indicate which IUs were added to the system, or newly identified, during the pretreatment year reporting period;
  - Include the type of general control mechanisms; and
  - Report all NSCIU annual evaluations performed, as applicable.
- (4) A summary of all compliance monitoring activities performed by the POTW during the pretreatment year reporting period. The following information shall be reported:
  - Total number of inspections performed; and
  - Total number of sampling events conducted.
- (5) Status of IU compliance with effluent limitations, reporting, and narrative standard (which may include enforceable BMPs, narrative limits, and/or operational standards) requirements. Compliance status shall be defined as follows:
  - Compliant (C) - no violations during the pretreatment year reporting period;
  - Non-compliant (NC) - one or more violations during the pretreatment year reporting period but does not meet the criteria for SNC; and
  - Significant Noncompliance (SNC) - in accordance with requirements described above in this section.
- (6) For noncompliant IUs indicate the nature of the violations, the type and number of actions taken (notice of violation, administrative order, criminal or civil suit, fines or penalties collected, etc.) and current compliance status. If any IU was on a schedule to attain compliance with effluent limits or narrative standards, indicate the date the schedule was issued, and the date compliance is to be attained.
  - b. A list of each IU whose authorization to discharge was terminated or revoked during the pretreatment year reporting period and the reason for termination.

- c. A report on any interference, pass through, upset, or POTW permit violations known or suspected to be caused by IUs and response actions taken by the permittee.
  - d. The results of all influent and effluent analyses performed pursuant to Item 3 of this section.
  - e. An original newspaper public notice, or copy of the newspaper publication with official affidavit, of the list of IUs that meet the criteria of SNC, giving the name of the newspaper and date the list was published.
  - f. The daily average water quality based effluent concentrations (from the TCEQ's Texas Toxicity Modeling Program (TexTox)) necessary to attain the Texas Surface Water Quality Standards, 30 TAC Chapter 307, in water in the state.
  - g. The maximum allowable headworks loading (MAHL) in pounds per day (lb/day) of the approved TBLLs or for each pollutant of concern (POC) for which the permittee has calculated a MAHL. In addition, the influent loading as a percent of the MAHL, using the annual average flow of the wastewater treatment plant in million gallons per day (MGD) during the pretreatment year reporting period, for each pollutant that has an adopted TBLL or for each POC for which the permittee has calculated a MAHL. *(See Endnotes No. 2 at the end of this section for the influent loading as a percent of the MAHL equation.)*
  - h. The permittee may submit the updated pretreatment program annual status report information in tabular form using the example table format provided. Please attach, on a separate sheet, explanations to document the various pretreatment activities, including IU permits that have expired, BMP violations, and any sampling events that were not conducted by the permittee as required.
  - i. A summary of changes to the POTW's pretreatment program that have not been previously reported to the Approval Authority.
5. The permittee shall provide adequate written notification to the Executive Director care of the Wastewater Permitting Section (MC 148) of the Water Quality Division, within 30 days of the permittee's knowledge of the following:
- a. Any new introduction of pollutants into the treatment works from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if the indirect discharger was directly discharging those pollutants; and
  - b. Any substantial change in the volume or character of pollutants being introduced into the treatment works by a source introducing pollutants into the treatment works at the time of issuance of the permit.

Adequate notice shall include information on the quality and quantity of effluent to be introduced into the treatment works, and any anticipated impact of the change on the quality or quantity of effluent to be discharged from the POTW.

*Revised March 2014*

**TPDES Pretreatment Program Annual Report Form for Updated Industrial Users List**

Reporting month/year: \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_

TPDES Permit No.: \_\_\_\_\_ Permittee: \_\_\_\_\_ Treatment Plant: \_\_\_\_\_

PRETREATMENT PROGRAM STATUS REPORT UPDATED INDUSTRIAL USERS' LIST																	
Industrial User Name	SIC or NAICS Code	CIU <sup>2</sup>	CONTROL MECHANISM				New User <sup>3</sup> (Y or N)	Times Inspected by the CA	Times Sampled by the CA	COMPLIANCE STATUS During the Pretreatment Year Reporting Period <sup>4</sup> (C = Compliant, NC = Noncompliant, SNC = Significant Noncompliance)							
			Y/N or NR <sup>5</sup>	IND or GEN or NR	Last Action <sup>6</sup>	TBLLs or TBLLs only <sup>7</sup>				REPORTS				NSCIU Certifications	Effluent Limits	Narrative Standards	
										BMR	90-Day	Semi- Annual	Self- Monitoring <sup>8</sup>				

- 1 Include all significant industrial users (SIUs), non-significant categorical industrial users (NSCIUs) as defined in 40 CFR §403.3(v)(2), and/or middle tier categorical industrial users (MTCIUs) as defined in 40 CFR §403.12(e)(3). Please do not include non-significant noncategorical IUs that are covered under best management practices (BMPs) or general control mechanisms.
- 2 Categorical determination (include 40 CFR citation and NSCIU or MTCIU status, if applicable).
- 3 Indicate whether the IU is a new user. If the answer is No or N, then indicate the expiration date of the last issued IU permit.
- 4 The term SNC applies to a broader range of violations, such as daily maximum, long-term average, instantaneous limits, and narrative standards (which may include enforceable BMPs, narrative limits and/or operational standards). Any other violation, or group of violations, which the POTW determines will adversely affect the operation or implementation of the local Pretreatment Program now includes BMP violations (40 CFR §403.8(f)(2)(viii)(H)).
- 5 Code NR= None required (NSCIUs only); IND = individual control mechanism; GEN = general control mechanism. Include as a footnote (or on a separate page) the name of the general control mechanism used for similar groups of IUs, identify the similar types of operations and types of wastes that are the same for each general control mechanism. Any BMPs through general control mechanisms that are applied to nonsignificant IUs need to be reported separately, e.g. the sector type and BMP description.
- 6 Permit or NSCIU evaluations as applicable.
- 7 According to 40 CFR §403.12(i)(1), indicate whether the IU is subject to technically based local limits (TBLLs) that are more stringent than categorical pretreatment standards, e.g. where there is one end-of-pipe sampling point at a CIU, and you have determined that the TBLLs are more stringent than the categorical pretreatment standards for any pollutant at the end-of-pipe sampling point; **OR** the IU is subject only to local limits (TBLLs only), e.g. the IU is a non-categorical SIU subject only to TBLLs at the end-of-pipe sampling point.
- 8 For those IUs where a monitoring waiver has been granted, please add the code "W" (after either C, NC, or SNC codes) and indicate the pollutant(s) for which the waiver has been granted.

**TPDES Pretreatment Program Annual Report Form for  
Industrial User Inventory Modifications**

**Reporting month/year:** \_\_\_\_\_, \_\_\_\_\_ **to** \_\_\_\_\_, \_\_\_\_\_

**TPDES Permit No:** \_\_\_\_\_ **Permittee:** \_\_\_\_\_ **Treatment Plant:** \_\_\_\_\_

<b>INDUSTRIAL USER INVENTORY MODIFICATIONS</b>					
FACILITY NAME, ADDRESS AND CONTACT PERSON	ADD, CHANGE, DELETE  (Including categorical reclassification to NSCIU or MTCIU)	IF DELETION: Reason For Deletion	IF ADDITION OR SIGNIFICANT CHANGE:		
			PROCESS DESCRIPTION	POLLUTANTS (Including any sampling waiver given for each pollutant not present)	FLOW RATE <sup>9</sup> (In gpd) R = Regulated U = Unregulated T = Total

<sup>9</sup> For NSCIUs, total flow must be given, if regulated flow is not determined.

**TPDES Pretreatment Program Annual Report Form for Enforcement Actions Taken**

Reporting month/year: \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_

TPDES Permit No: \_\_\_\_\_ Permittee: \_\_\_\_\_ Treatment Plant: \_\_\_\_\_

Overall SNC \_\_\_\_% SNC <sup>10</sup> based on: Effluent Violations \_\_\_\_%  
Reporting Violations \_\_\_\_% Narrative Standard Violations \_\_\_\_%

Noncompliant Industrial Users - Enforcement Actions Taken															
Industrial User Name	Nature of Violation <sup>11</sup>				Number of Actions Taken					Penalties Collected (Do not Include Surcharge)	Compliance Schedule			Current Status Returned to Compliance: (Y or N)	Comments
	Effluent Limits	Reports	NSCIU Certifications	Narrative Standards	NOV	A.O.	Civil	Criminal	Other		Y or N	Date Issued	Date Due		

- 10 # %  
 \_\_\_ Pretreatment Standards [WENDB-PSNC] (Local Limits/Categorical Standards)  
 \_\_\_ Reporting Requirements [WENDB-PSNC]  
 \_\_\_ Narrative Standards

- 11 Please specify a separate number for each type of violation, e.g. report, notification, and/or NSCIU certification.

**TPDES Pretreatment Program Annual Report Form for  
Influent and Effluent Monitoring Results<sup>1</sup>**

**Reporting month/year:** \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_

**TPDES Permit No.:** \_\_\_\_\_ **Permittee:** \_\_\_\_\_ **Treatment Plant:** \_\_\_\_\_

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
<b>METALS, CYANIDE AND PHENOLS</b>											
Antimony, Total											
Arsenic, Total											
Beryllium, Total											
Cadmium, Total											
Chromium, Total											
Chromium (Hex)											
Chromium (Tri) <sup>5</sup>											
Copper, Total											
Lead, Total											
Mercury, Total											
Nickel, Total											
Selenium, Total											
Silver, Total											
Thallium, Total											
Zinc, Total											
Cyanide, Available <sup>6</sup>											
Cyanide, Total											



PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
Phenols, Total											
<b>VOLATILE COMPOUNDS</b>											
Acrolein											
Acrylonitrile											
Benzene											
Bromoform							See TTHM				
Carbon Tetrachloride											
Chlorobenzene											
Chlorodibromomethane							See TTHM				
Chloroethane											
2-Chloroethylvinyl Ether											
Chloroform							See TTHM				
Dichlorobromomethane							See TTHM				
1,1-Dichloroethane											
1,2-Dichloroethane											
1,1-Dichloroethylene											
1,2-Dichloropropane											
1,3-Dichloropropylene											
Ethyl benzene											
Methyl Bromide											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
Methyl Chloride											
Methylene Chloride											
1,1,2,2-Tetra-chloroethane											
Tetrachloroethylene											
Toluene											
1,2-Trans-Dichloroethylene											
1,1,1-Trichloroethane											
1,1,2-Trichloroethane											
Trichloroethylene											
Vinyl Chloride											
ACID COMPOUNDS											
2-Chlorophenol											
2,4-Dichlorophenol											
2,4-Dimethylphenol											
4,6-Dinitro-o-Cresol											
2,4-Dinitrophenol											
2-Nitrophenol											
4-Nitrophenol											
P-Chloro-m-Cresol											
Pentachlorophenol											
Phenol											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
2,4,6-Trichlorophenol											
<b>BASE/NEUTRAL COMPOUNDS</b>											
Acenaphthene											
Acenaphthylene											
Anthracene											
Benzidine											
Benzo(a)Anthracene											
Benzo(a)Pyrene											
3,4-Benzofluoranthene											
Benzo(ghi)Perylene											
Benzo(k)Fluoranthene											
Bis(2-Chloroethoxy)Methane											
Bis(2-Chloroethyl)Ether											
Bis(2-Chloroisopropyl)Ether											
Bis(2-Ethylhexyl)Phthalate											
4-Bromophenyl Phenyl Ether											
Butylbenzyl Phthalate											
2-Chloronaphthalene											
4-Chlorophenyl Phenyl Ether											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
Chrysene											
Dibenzo(a,h)Anthracene											
1,2-Dichlorobenzene											
1,3-Dichlorobenzene											
1,4-Dichlorobenzene											
3,3-Dichlorobenzidine											
Diethyl Phthalate											
Dimethyl Phthalate											
Di-n-Butyl Phthalate											
2,4-Dinitrotoluene											
2,6-Dinitrotoluene											
Di-n-Octyl Phthalate											
1,2-Diphenyl Hydrazine											
Fluoranthene											
Fluorene											
Hexachlorobenzene											
Hexachlorobutadiene											
Hexachloro- cyclopentadiene											
Hexachloroethane											
Indeno(1,2,3-cd)pyrene											
Isophorone											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
Naphthalene											
Nitrobenzene											
N-Nitrosodimethylamine											
N-Nitrosodi-n-Propylamine											
N-Nitrosodiphenylamine											
Phenanthrene											
Pyrene											
1,2,4-Trichlorobenzene											
<b>PESTICIDES</b>											
Aldrin											
Alpha-hexachlorocyclohexane (BHC)											
beta-BHC											
gamma-BHC (Lindane)											
delta-BHC											
Chlordane											
4,4-DDT											
4,4-DDE											
4,4-DDD											
Dieldrin											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in $\mu\text{g/L}$ (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit ( $\mu\text{g/L}$ ) <sup>3</sup>	Effluent Measured in $\mu\text{g/L}$ (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
alpha-Endosulfan											
beta-Endosulfan											
Endosulfan Sulfate											
Endrin											
Endrin Aldehyde											
Heptachlor											
Heptachlor Epoxide											
Polychlorinated biphenols (PCBs) <i>The sum of PCB concentrations not to exceed daily average value.</i>											
PCB-1242							See PCBs				
PCB-1254							See PCBs				
PCB-1221							See PCBs				
PCB-1232							See PCBs				
PCB-1248							See PCBs				
PCB-1260							See PCBs				
PCB-1016							See PCBs				
Toxaphene											
ADDITIONAL TOXIC POLLUTANTS REGULATED UNDER 30 TAC CHAPTER 307											
Aluminum											
Barium											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
Bis(chloromethyl) ether <sup>7</sup>											
Carbaryl											
Chloropyrifos											
Cresols											
2,4-D											
Dauitol <sup>8</sup>											
Demeton											
Diazinon											
Dicofol											
Dioxin/Furans <sup>9</sup>											
Diuron											
Fluoride											
Guthion											
Hexachlorophene											
Malathion											
Methoxychlor											
Methyl Ethyl Ketone											
Mirex											
Nitrate-Nitrogen											
N-Nitrosodiethylamine											



PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
N-Nitroso-di-n-Butylamine											
Nonylphenol											
Parathion											
Pentachlorobenzene											
Pyridine											
1,2-Dibromoethane											
1,2,4,5-Tetrachlorobenzene											
2,4,5-TP (Silvex)											
Tributyltin <sup>9</sup>											
2,4,5-Trichlorophenol											
TTHM (Total Trihalomethanes)											

**Footnotes:**

1. It is advised that the permittee collect the influent and effluent samples considering flow detention time through each wastewater treatment plant (WWTP).
2. The MAHL of the approved TBLLs or for each pollutant of concern (POC) for which the permittee has calculated a MAHL. Only complete the column labeled, "Average Influent % of the MAHL", as a percentage, for pollutants that have approved TBLLs or for each POC for which the permittee has calculated a MAHL (U.S. Environmental Protection Agency *Local Limits Development Guidance*, July 2004, EPA933-R-04-002A).

The % of the MAHL is to be calculated using the following formulas:

$$\text{Equation A: } L_{\text{INF}} = (C_{\text{POLL}} \times Q_{\text{WWTP}} \times 8.34) / 1000$$

$$\text{Equation B: } L_{\%} = (L_{\text{INF}} / \text{MAHL}) \times 100$$

Where:

$L_{\text{INF}}$ =	Current Average (Avg) influent loading in lb/day
$C_{\text{POLL}}$ =	Avg concentration in $\mu\text{g/L}$ of all influent samples collected during the pretreatment year.
$Q_{\text{WWTP}}$ =	Annual average flow of the WWTP in MGD, defined as the arithmetic average of all daily flow determinations taken within the preceding 12 consecutive calendar months (or during the pretreatment year), and as described in the Definitions and Standard Permit Conditions section.
$L_{\%}$ =	% of the MAHL
MAHL =	Calculated MAHL in lb/day
8.34 =	Unit conversion factor

3. Daily average effluent limit (metal values are for total metals) as derived by the Texas Toxicity Modeling Program (TexTox). Effluent limits as calculated are designed to be protective of the Texas Surface Water Quality Standards. The permittee shall determine and indicate which effluent limit is the most stringent between the 30 TAC Chapter 319 (Hazardous Metal Rule), TexTox values, or any applicable TPDES permit limit in Effluent Limitations and Monitoring Requirements Section. Shaded blocks need not be filled in unless the permittee has received a permit requirement/limit for the particular parameter.
4. Minimum analytical levels (MALs) and analytical methods as suggested in Tables E-1 and E-2 of the *Procedures to Implement the Texas Surface Water Quality Standards* (June 2010), as amended and adopted by the TCEQ Commission. Pollutants that are not detectable above the MAL need to be reported as less than (<) the MAL numeric value.
5. Report result by subtracting Hexavalent Chromium from Total Chromium.
6. Either the method for Amenable to Chlorination or Weak-Acid Dissociable is authorized.
7. Hydrolyzes in water. Will not require permittee to analyze at this time.
8. EPA procedure not approved. Will not require permittee to analyze at this time.
9. Analyses are not required at this time for these pollutants unless there is reason to believe that these pollutants may be present.

**CHRONIC BIOMONITORING REQUIREMENTS: FRESHWATER**

The provisions of this Section apply to Outfall 001 for whole effluent toxicity (WET) testing.

1. **Scope, Frequency and Methodology**

- a. The permittee shall test the effluent for toxicity in accordance with the provisions below. Such testing will determine if an appropriately dilute effluent sample adversely affects the survival, reproduction, or growth of the test organisms.
- b. The permittee shall conduct the following toxicity tests utilizing the test organisms, procedures and quality assurance requirements specified in this Part of the permit and in accordance with "Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms, Fourth Edition" (EPA-821-R-02-013), or its most recent update:
  - 1) Chronic static renewal survival and reproduction test using the water flea (*Ceriodaphnia dubia*) (Method 1002.0). This test should be terminated when 60% of the surviving adults in the control produce three broods or at the end of eight days, whichever comes first. This test shall be conducted once per quarter.
  - 2) Chronic static renewal 7-day larval survival and growth test using the fathead minnow (*Pimephales promelas*) (Method 1000.0). A minimum of five replicates with eight organisms per replicate shall be used in the control and in each dilution. This test shall be conducted once per quarter.

The permittee must perform and report a valid test for each test species during the prescribed reporting period. An invalid test must be repeated during the same reporting period. An invalid test is herein defined as any test failing to satisfy the test acceptability criteria, procedures, and quality assurance requirements specified in the test methods and permit. All test results, valid or invalid, must be submitted as described below.

- c. The permittee shall use five effluent dilution concentrations and a control in each toxicity test. These additional effluent concentrations are 21%, 28%, 38%, 50%, and 67% effluent. The critical dilution, defined as 50% effluent, is the effluent concentration representative of the proportion of effluent in the receiving water during critical low flow or critical mixing conditions.
- d. This permit may be amended to require a WET limit, Chemical-Specific (CS) effluent limits, a Best Management Practice (BMP), or other appropriate actions to address toxicity. The permittee may be required to conduct a Toxicity Reduction Evaluation after multiple toxic events.
- e. **Testing Frequency Reduction**
  - 1) If none of the first four consecutive quarterly tests demonstrates significant toxicity, the permittee may submit this information in writing and, upon approval, reduce the testing frequency to once per six months

for the invertebrate test species and once per year for the vertebrate test species.

- 2) If one or more of the first four consecutive quarterly tests demonstrates significant toxicity, the permittee shall continue quarterly testing for that species until the permit is reissued. If a testing frequency reduction had been previously granted and a subsequent test demonstrates significant toxicity, the permittee will resume a quarterly testing frequency for that species until the permit is reissued.

2. Required Toxicity Testing Conditions

- a. Test Acceptance - The permittee shall repeat any toxicity test, including the control and all effluent dilutions, which fail to meet the following criteria:
  - 1) a control mean survival of 80% or greater;
  - 2) a control mean number of water flea neonates per surviving adult of 15 or greater;
  - 3) a control mean dry weight of surviving fathead minnow larvae of 0.25 mg or greater;
  - 4) a control Coefficient of Variation percent (CV%) of 40 or less in between replicates for the young of surviving females in the water flea test; and the growth and survival endpoints in the fathead minnow test.
  - 5) a critical dilution CV% of 40 or less for young of surviving females in the water flea test; and the growth and survival endpoints for the fathead minnow test. However, if statistically significant lethal or nonlethal effects are exhibited at the critical dilution, a CV% greater than 40 shall not invalidate the test.
  - 6) a Percent Minimum Significant Difference of 47 or less for water flea reproduction;
  - 7) a Percent Minimum Significant Difference of 30 or less for fathead minnow growth.
- b. Statistical Interpretation
  - 1) For the water flea survival test, the statistical analyses used to determine if there is a significant difference between the control and an effluent dilution shall be Fisher's Exact Test as described in the manual referenced above, or its most recent update.
  - 2) For the water flea reproduction test and the fathead minnow larval survival and growth tests, the statistical analyses used to determine if there is a significant difference between the control and an effluent dilution shall be in accordance with the manual referenced above, or its most recent update.

- 3) The permittee is responsible for reviewing test concentration-response relationships to ensure that calculated test-results are interpreted and reported correctly. The EPA manual, "Method Guidance and Recommendation for Whole Effluent Toxicity (WET) Testing (40 CFR Part 136)" (EPA 821-B-00-004), provides guidance on determining the validity of test results.
- 4) If significant lethality is demonstrated (that is, there is a statistically significant difference in survival at the critical dilution when compared to the control), the conditions of test acceptability are met, and the survival of the test organisms are equal to or greater than 80% in the critical dilution and all dilutions below that, then the permittee shall report a survival No Observed Effect Concentration (NOEC) of not less than the critical dilution for the reporting requirements.
- 5) The NOEC is defined as the greatest effluent dilution at which no significant effect is demonstrated. The Lowest Observed Effect Concentration (LOEC) is defined as the lowest effluent dilution at which a significant effect is demonstrated. A significant effect is herein defined as a statistically significant between the survival, reproduction, or growth of the test organism(s) in a specified effluent dilution compared to the survival, reproduction, or growth of the test organism(s) in the control (0% effluent).
- 6) The use of NOECs and LOECs assumes either a monotonic (continuous) concentration-response relationship or a threshold model of the concentration-response relationship. For any test result that demonstrates a non-monotonic (non-continuous) response, the NOEC should be determined based on the guidance manual referenced in Item 3 above.
- 7) Pursuant to the responsibility assigned to the permittee in Part 2.b.3), test results that demonstrate a non-monotonic (non-continuous) concentration-response relationship may be submitted, prior to the due date, for technical review. The above-referenced guidance manual will be used when making a determination of test acceptability.
- 8) Staff will review test results for consistency with rules, procedures, and permit requirements.

c. Dilution Water

- 1) Dilution water used in the toxicity tests shall be the receiving water collected at a point upstream of the discharge as close as possible to the discharge point, but unaffected by the discharge. Where the toxicity tests are conducted on effluent discharges to receiving waters that are classified as intermittent streams, or where the toxicity tests are conducted on effluent discharges where no receiving water is available due to zero flow conditions, the permittee shall; (a) substitute a synthetic dilution water that has a pH, hardness, and alkalinity similar to that of the closest

downstream perennial water unaffected by the discharge, or (b) utilize the closest downstream perennial water unaffected by the discharge.

- 2) Where the receiving water proves unsatisfactory as a result of pre-existing instream toxicity (i.e. fails to fulfill the test acceptance criteria of item 2.a.), the permittee may substitute synthetic dilution water for the receiving water in all subsequent tests provided the unacceptable receiving water test met the following stipulations:
  - a) a synthetic lab water control was performed (in addition to the receiving water control) which fulfilled the test acceptance requirements of item 2.a;
  - b) the test indicating receiving water toxicity was carried out to completion (i.e., 7 days);
  - c) the permittee submitted all test results indicating receiving water toxicity with the reports and information required in Part 3 of this Section.
- 3) The synthetic dilution water shall consist of standard, moderately hard, reconstituted water. Upon approval, the permittee may substitute other appropriate dilution water with chemical and physical characteristics similar to that of the receiving water.

d. Samples and Composites

- 1) The permittee shall collect a minimum of three composite samples from Outfall 001. The second and third composite samples will be used for the renewal of the dilution concentrations for each toxicity test.
- 2) The permittee shall collect the composite samples such that the samples are representative of any periodic episode of chlorination, biocide usage, or other potentially toxic substance discharged on an intermittent basis.
- 3) The permittee shall initiate the toxicity tests within 36 hours after collection of the last portion of the first composite sample. The holding time for any subsequent composite sample shall not exceed 72 hours. Samples shall be maintained at a temperature of 0-6 degrees Centigrade during collection, shipping, and storage.
- 4) If Outfall 001 ceases discharging during the collection of effluent samples, the requirements for the minimum number of effluent samples, the minimum numbers of effluent portions, and the sample holding time, are waived during that sampling period. However, the permittee must have collected an effluent composite sample volume sufficient to complete the required toxicity tests with renewal of the effluent. When possible, the effluent samples used for the toxicity tests shall be collected on separate days if the discharge occurs over multiple days. The sample collection duration and the static renewal protocol associated with the abbreviated sample collection must be documented in the full report.

- 5) The effluent samples shall not be dechlorinated after sample collection.

3. Reporting

All reports, tables, plans, summaries, and related correspondence required in any Part of this Section shall be submitted to the attention of the Standards Implementation Team (MC 150) of the Water Quality Division.

- a. The permittee shall prepare a full report of the results of all tests conducted in accordance with the manual referenced above, or its most recent update, for every valid and invalid toxicity test initiated whether carried to completion or not.
- b. The permittee shall routinely report the results of each biomonitoring test on the Table 1 forms provided with this permit.
  - 1) Annual biomonitoring test results are due on or before January 20th for biomonitoring conducted during the previous 12 month period.
  - 2) Semiannual biomonitoring test results are due on or before July 20th and January 20th for biomonitoring conducted during the previous 6 month period.
  - 3) Quarterly biomonitoring test results are due on or before April 20th, July 20th, October 20th, and January 20th, for biomonitoring conducted during the previous calendar quarter.
  - 4) Monthly biomonitoring test results are due on or before the 20th day of the month following sampling.
- c. Enter the following codes for the appropriate parameters for valid tests only:
  - 1) For the water flea, Parameter TLP3B, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
  - 2) For the water flea, Parameter TOP3B, report the NOEC for survival.
  - 3) For the water flea, Parameter TXP3B, report the LOEC for survival.
  - 4) For the water flea, Parameter TWP3B, enter a "1" if the NOEC for reproduction is less than the critical dilution; otherwise, enter a "0."
  - 5) For the water flea, Parameter TPP3B, report the NOEC for reproduction.
  - 6) For the water flea, Parameter TYP3B, report the LOEC for reproduction.
  - 7) For the fathead minnow, Parameter TLP6C, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
  - 8) For the fathead minnow, Parameter TOP6C, report the NOEC for survival.



- 9) For the fathead minnow, Parameter TXP6C, report the LOEC for survival.
  - 10) For the fathead minnow, Parameter TWP6C, enter a "1" if the NOEC for growth is less than the critical dilution; otherwise, enter a "0."
  - 11) For the fathead minnow, Parameter TPP6C, report the NOEC for growth.
  - 12) For the fathead minnow, Parameter TYP6C, report the LOEC for growth
- d. Enter the following codes for retests only:
- 1) For retest number 1, Parameter 22415, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
  - 2) For retest number 2, Parameter 22416, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."

4. Persistent Toxicity

The requirements of this Part apply only when a test demonstrates a significant effect at the critical dilution. A significant effect is defined as a statistically significant difference between a specified endpoint (survival, growth, or reproduction) of the test organism in a specified effluent dilution when compared to the specified endpoint of the test organism in the control. Significant lethality is defined as a statistically significant difference in survival at the critical dilution when compared to the survival in the control. Significant sublethality is defined as a statistically significant difference in growth/reproduction at the critical dilution when compared to the growth/reproduction in the control.

- a. The permittee shall conduct a total of 2 additional tests (retests) for any species that demonstrates a significant effect (lethal or sublethal) at the critical dilution. The two retests shall be conducted monthly during the next two consecutive months. The permittee shall not substitute either of the two retests in lieu of routine toxicity testing. All reports shall be submitted within 20 days of test completion. Test completion is defined as the last day of the test.
- b. If the retests are performed due to a demonstration of significant lethality, and one or both of the two retests specified in item 4.a. demonstrates significant lethality, the permittee shall initiate the TRE requirements as specified in Part 5. The provisions of item 4.a. are suspended upon completion of the two retests and submittal of the TRE Action Plan and Schedule defined in Part 5.

If neither test demonstrates significant lethality and the permittee is testing under the reduced testing frequency provision of Part 1.e., the permittee shall return to a quarterly testing frequency for that species.

- c. If the two retests are performed due to a demonstration of significant sublethality, and one or both of the two retests specified in item 4.a. demonstrates significant lethality, the permittee shall again perform two retests as stipulated in item 4.a.

- d. If the two retests are performed due to a demonstration of significant sublethality, and neither test demonstrates significant lethality, the permittee shall continue testing at the quarterly frequency.
- e. Regardless of whether retesting for lethal or sublethal effects, or a combination of the two, no more than one retest per month is required for a species.

5. Toxicity Reduction Evaluation

- a. Within 45 days of the retest that demonstrates significant lethality, or within 45 days of being so instructed due to multiple toxic events, the permittee shall submit a General Outline for initiating a Toxicity Reduction Evaluation (TRE). The outline shall include, but not be limited to, a description of project personnel, a schedule for obtaining consultants (if needed), a discussion of influent and effluent data available for review, a sampling and analytical schedule, and a proposed TRE initiation date.
- b. Within 90 days of the retest that demonstrates significant lethality, or within 90 days of being so instructed due to multiple toxic events, the permittee shall submit a TRE Action Plan and Schedule for conducting a TRE. The plan shall specify the approach and methodology to be used in performing the TRE. A TRE is a step-wise investigation combining toxicity testing with physical and chemical analysis to determine actions necessary to eliminate or reduce effluent toxicity to a level not effecting significant lethality at the critical dilution. The TRE Action Plan shall lead to the successful elimination of significant lethality for both test species defined in item 1.b. As a minimum, the TRE Action Plan shall include the following:
  - 1) Specific Activities - The TRE Action Plan shall specify the approach the permittee intends to utilize in conducting the TRE, including toxicity characterizations, identifications, confirmations, source evaluations, treatability studies, and alternative approaches. When conducting characterization analyses, the permittee shall perform multiple characterizations and follow the procedures specified in the document entitled, "Toxicity Identification Evaluation: Characterization of Chronically Toxic Effluents, Phase I" (EPA/600/6-91/005F), or alternate procedures. The permittee shall perform multiple identifications and follow the methods specified in the documents entitled, "Methods for Aquatic Toxicity Identification Evaluations, Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/080) and "Methods for Aquatic Toxicity Identification Evaluations, Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/081). All characterization, identification, and confirmation tests shall be conducted in an orderly and logical progression;
  - 2) Sampling Plan - The TRE Action Plan should describe sampling locations, methods, holding times, chain of custody, and preservation techniques. The effluent sample volume collected for all tests shall be adequate to perform the toxicity characterization/ identification/ confirmation

- procedures, and chemical-specific analyses when the toxicity tests show significant lethality. Where the permittee has identified or suspects specific pollutant(s) and source(s) of effluent toxicity, the permittee shall conduct, concurrent with toxicity testing, chemical-specific analyses for the identified and suspected pollutant(s) and source(s) of effluent toxicity;
- 3) Quality Assurance Plan - The TRE Action Plan should address record keeping and data evaluation, calibration and standardization, baseline tests, system blanks, controls, duplicates, spikes, toxicity persistence in the samples, randomization, reference toxicant control charts, as well as mechanisms to detect artifactual toxicity; and
  - 4) Project Organization - The TRE Action Plan should describe the project staff, project manager, consulting engineering services (where applicable), consulting analytical and toxicological services, etc.
- c. Within 30 days of submittal of the TRE Action Plan and Schedule, the permittee shall implement the TRE with due diligence.
- d. The permittee shall submit quarterly TRE Activities Reports concerning the progress of the TRE. The quarterly reports are due on or before April 20th, July 20th, October 20th, and January 20th. The report shall detail information regarding the TRE activities including:
- 1) results and interpretation of any chemical-specific analyses for the identified and suspected pollutant(s) performed during the quarter;
  - 2) results and interpretation of any characterization, identification, and confirmation tests performed during the quarter;
  - 3) any data and substantiating documentation which identifies the pollutant(s) and source(s) of effluent toxicity;
  - 4) results of any studies/evaluations concerning the treatability of the facility's effluent toxicity;
  - 5) any data which identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to meet no significant lethality at the critical dilution; and
  - 6) any changes to the initial TRE Plan and Schedule that are believed necessary as a result of the TRE findings.
- Copies of the TRE Activities Report shall also be submitted to the U.S. EPA Region 6 office.
- e. During the TRE, the permittee shall perform, at a minimum, quarterly testing using the more sensitive species; testing for the less sensitive species shall continue at the frequency specified in Part 1.b.
- f. If the effluent ceases to effect significant lethality (herein as defined below) the

permittee may end the TRE. A “cessation of lethality” is defined as no significant lethality for a period of 12 consecutive months with at least monthly testing. At the end of the 12 months, the permittee shall submit a statement of intent to cease the TRE and may then resume the testing frequency specified in Part 1.b. The permittee may only apply the “cessation of lethality” provision once.

This provision accommodates situations where operational errors and upsets, spills, or sampling errors triggered the TRE, in contrast to a situation where a single toxicant or group of toxicants cause lethality. This provision does not apply as a result of corrective actions taken by the permittee. “Corrective actions” are herein defined as proactive efforts which eliminate or reduce effluent toxicity. These include, but are not limited to, source reduction or elimination, improved housekeeping, changes in chemical usage, and modifications of influent streams and effluent treatment.

The permittee may only apply this cessation of lethality provision once. If the effluent again demonstrates significant lethality to the same species, the permit will be amended to add a WET limit with a compliance period, if appropriate. However, prior to the effective date of the WET limit, the permittee may apply for a permit amendment removing and replacing the WET limit with an alternate toxicity control measure by identifying and confirming the toxicant and an appropriate control measure.

- g. The permittee shall complete the TRE and submit a Final Report on the TRE Activities no later than 28 months from the last test day of the retest that confirmed significant lethal effects at the critical dilution. The permittee may petition the Executive Director (in writing) for an extension of the 28-month limit. However, to warrant an extension the permittee must have demonstrated due diligence in their pursuit of the TIE/TRE and must prove that circumstances beyond their control stalled the TIE/TRE. The report shall provide information pertaining to the specific control mechanism(s) selected that will, when implemented, result in reduction of effluent toxicity to no significant lethality at the critical dilution. The report will also provide a specific corrective action schedule for implementing the selected control mechanism(s). A copy of the TRE Final Report shall also be submitted to the U.S. EPA Region 6 office.
- h. Based upon the results of the TRE and proposed corrective actions, this permit may be amended to modify the biomonitoring requirements, where necessary, to require a compliance schedule for implementation of corrective actions, to specify a WET limit, to specify a BMP, and to specify CS limits.

TABLE 1 (SHEET 1 OF 4)

## BIOMONITORING REPORTING

## CERIODAPHNIA DUBIA SURVIVAL AND REPRODUCTION

Dates and Times      Date      Time      Date      Time  
 Composites      No. 1 FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
 Collected      No. 2 FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
                     No. 3 FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Test initiated: \_\_\_\_\_ am/pm \_\_\_\_\_ date

Dilution water used: \_\_\_\_\_ Receiving water \_\_\_\_\_ Synthetic Dilution water

## NUMBER OF YOUNG PRODUCED PER ADULT AT END OF TEST

REP	Percent effluent					
	0%	21%	28%	38%	50%	67%
A						
B						
C						
D						
E						
F						
G						
H						
I						
J						
Survival Mean						
Total Mean						
CV%*						
PMSD						

\*Coefficient of Variation = standard deviation x 100/mean (calculation based on young of the surviving adults)

Designate males (M), and dead females (D), along with number of neonates (x) released prior to death.

TABLE 1 (SHEET 2 OF 4)

## CERIODAPHNIA DUBIA SURVIVAL AND REPRODUCTION TEST

1. Dunnett's Procedure or Steel's Many-One Rank Test or Wilcoxon Rank Sum Test (with Bonferroni adjustment) or t-test (with Bonferroni adjustment) as appropriate:

Is the mean number of young produced per adult significantly less than the number of young per adult in the control for the % effluent corresponding to significant nonlethal effects?

CRITICAL DILUTION (50%): \_\_\_\_\_ YES \_\_\_\_\_ NO

## PERCENT SURVIVAL

Time of Reading	Percent effluent					
	0%	21%	28%	38%	50%	67%
24h						
48h						
End of Test						

2. Fisher's Exact Test:

Is the mean survival at test end significantly less than the control survival for the % effluent corresponding to lethality?

CRITICAL DILUTION (50%): \_\_\_\_\_ YES \_\_\_\_\_ NO

3. Enter percent effluent corresponding to each NOEC\LOEC below:

a.) NOEC survival = \_\_\_\_\_ % effluent

b.) LOEC survival = \_\_\_\_\_ % effluent

c.) NOEC reproduction = \_\_\_\_\_ % effluent

d.) LOEC reproduction = \_\_\_\_\_ % effluent

TABLE 1 (SHEET 3 OF 4)

## BIOMONITORING REPORTING

## FATHEAD MINNOW LARVAE GROWTH AND SURVIVAL

Dates and Times Composites Collected

No. 1 FROM: \_\_\_\_\_ Date Time TO: \_\_\_\_\_ Date Time

No. 2 FROM: \_\_\_\_\_ TO: \_\_\_\_\_

No. 3 FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Test initiated: \_\_\_\_\_ am/pm \_\_\_\_\_ date

Dilution water used: \_\_\_\_\_ Receiving water \_\_\_\_\_ Synthetic dilution water

## FATHEAD MINNOW GROWTH DATA

Effluent Concentration	Average Dry Weight in replicate chambers					Mean Dry Weight	CV%*
	A	B	C	D	E		
0%							
21%							
28%							
38%							
50%							
67%							
PMSD							

\* Coefficient of Variation = standard deviation x 100/mean

1. Dunnett's Procedure or Steel's Many-One Rank Test or Wilcoxon Rank Sum Test (with Bonferroni adjustment) or t-test (with Bonferroni adjustment) as appropriate:

Is the mean dry weight (growth) at 7 days significantly less than the control's dry weight (growth) for the % effluent corresponding to significant nonlethal effects?

CRITICAL DILUTION (50%): \_\_\_\_\_ YES \_\_\_\_\_ NO

TABLE 1 (SHEET 4 OF 4)  
BIOMONITORING REPORTING  
FATHEAD MINNOW GROWTH AND SURVIVAL TEST  
FATHEAD MINNOW SURVIVAL DATA

Effluent Concentration	Percent Survival in replicate chambers					Mean percent survival			CV%*
	A	B	C	D	E	24h	48h	7 day	
0%									
21%									
28%									
38%									
50%									
67%									

\* Coefficient of Variation = standard deviation x 100/mean

2. Dunnett's Procedure or Steel's Many-One Rank Test or Wilcoxon Rank Sum Test (with Bonferroni adjustment) or t-test (with Bonferroni adjustment) as appropriate:

Is the mean survival at 7 days significantly less than the control survival for the % effluent corresponding to lethality?

CRITICAL DILUTION (50%): \_\_\_\_\_ YES \_\_\_\_\_ NO

3. Enter percent effluent corresponding to each NOEC\LOEC below:

a.) NOEC survival = \_\_\_\_\_% effluent

b.) LOEC survival = \_\_\_\_\_% effluent

c.) NOEC growth = \_\_\_\_\_% effluent

d.) LOEC growth = \_\_\_\_\_% effluent



24-HOUR ACUTE BIOMONITORING REQUIREMENTS: FRESHWATER

The provisions of this section apply to Outfall 001 for whole effluent toxicity (WET) testing.

1. Scope, Frequency and Methodology

- a. The permittee shall test the effluent for lethality in accordance with the provisions in this Section. Such testing will determine compliance with the Surface Water Quality Standard, 307.6(e)(2)(B), of greater than 50% survival of the appropriate test organisms in 100% effluent for a 24-hour period.
- b. The toxicity tests specified shall be conducted once per six months. The permittee shall conduct the following toxicity tests utilizing the test organisms, procedures, and quality assurance requirements specified in this section of the permit and in accordance with "Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, Fifth Edition" (EPA-821-R-02-012), or its most recent update:
  - 1) Acute 24-hour static toxicity test using the water flea (*Daphnia pulex* or *Ceriodaphnia dubia*). A minimum of five replicates with eight organisms per replicate shall be used in the control and in each dilution.
  - 2) Acute 24-hour static toxicity test using the fathead minnow (*Pimephales promelas*). A minimum of five replicates with eight organisms per replicate shall be used in the control and in each dilution.

A valid test result must be submitted for each reporting period. The permittee must report, and then repeat, an invalid test during the same reporting period. The repeat test shall include the control and the 100% effluent dilution and use the appropriate number of organisms and replicates, as specified above. An invalid test is herein defined as any test failing to satisfy the test acceptability criteria, procedures, and quality assurance requirements specified in the test methods and permit.

- c. In addition to an appropriate control, a 100% effluent concentration shall be used in the toxicity tests. The control and dilution water shall consist of standard, synthetic, moderately hard, reconstituted water.
- d. This permit may be amended to require a WET limit, a Best Management Practice (BMP), Chemical-Specific (CS) limits, or other appropriate actions to address toxicity. The permittee may be required to conduct a Toxicity Reduction Evaluation after multiple toxic events.

2. Required Toxicity Testing Conditions

- a. Test Acceptance - The permittee shall repeat any toxicity test, including the control, if the control fails to meet a mean survival equal to or greater than 90%.
- b. Dilution Water - In accordance with item 1.c., the control and dilution water shall consist of standard, synthetic, moderately hard, reconstituted water.

## c. Samples and Composites

- 1) The permittee shall collect one composite sample from Outfall 001.
- 2) The permittee shall collect the composite samples such that the samples are representative of any periodic episode of chlorination, biocide usage, or other potentially toxic substance discharged on an intermittent basis.
- 3) The permittee shall initiate the toxicity tests within 36 hours after collection of the last portion of the composite sample. Samples shall be maintained at a temperature of 0-6 degrees Centigrade during collection, shipping, and storage.
- 4) If Outfall 001 ceases discharging during the collection of the effluent composite sample, the requirements for the minimum number of effluent portions are waived. However, the permittee must have collected a composite sample volume sufficient for completion of the required test. The abbreviated sample collection, duration, and methodology must be documented in the full report.
- 5) The effluent samples shall not be dechlorinated after sample collection.

3. Reporting

All reports, tables, plans, summaries, and related correspondence required in any Part of this Section shall be submitted to the attention of the Standards Implementation Team (MC 150) of the Water Quality Division.

- a. The permittee shall prepare a full report of the results of all tests conducted in accordance with the manual referenced above, or its most recent update thereof, for every valid and invalid toxicity test initiated.
- b. The permittee shall routinely report the results of each biomonitoring test on the Table 2 forms provided with this permit.
  - 1) Semiannual biomonitoring test results are due on or before January 20th and July 20th for biomonitoring conducted during the previous 6 month period.
  - 2) Quarterly biomonitoring test results are due on or before January 20th, April 20th, July 20th, and October 20th, for biomonitoring conducted during the previous calendar quarter.
- c. Enter the following codes on for the appropriate parameters for valid tests only:
  - 1) For the water flea, Parameter TIE3D, enter a "0" if the mean survival at 24-hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter a "1."
  - 2) For the fathead minnow, Parameter TIE6C, enter a "0" if the mean survival at 24-hours is greater than 50% in the 100% effluent dilution; if

the mean survival is less than or equal to 50%, enter a "1."

d. Enter the following codes for retests only:

- 1) For retest number 1, Parameter 22415, enter a "0" if the mean survival at 24-hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter a "1."
- 2) For retest number 2, Parameter 22416, enter a "0" if the mean survival at 24-hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter a "1."

4. Persistent Mortality

The requirements of this Part apply when a toxicity test demonstrates significant lethality, here defined as a mean mortality of 50% or greater to organisms exposed to the 100% effluent concentration after 24-hours.

- a. The permittee shall conduct 2 additional tests (retests) for each species that demonstrates significant lethality. The two retests shall be conducted once per week for 2 weeks. Five effluent dilution concentrations in addition to an appropriate control shall be used in the retests. These additional effluent concentrations are 6%, 13%, 25%, 50% and 100% effluent. The first retest shall be conducted within 15 days of the laboratory determination of significant lethality. All test results shall be submitted within 20 days of test completion of the second retest. Test completion is defined as the 24th hour.
- b. If one or both of the two retests specified in item 4.a. demonstrates significant lethality, the permittee shall initiate the TRE requirements as specified in Part 5 of this Section.

5. Toxicity Reduction Evaluation

- a. Within 45 days of the retest that demonstrates significant lethality, the permittee shall submit a General Outline for initiating a Toxicity Reduction Evaluation (TRE). The outline shall include, but not be limited to, a description of project personnel, a schedule for obtaining consultants (if needed), a discussion of influent and effluent data available for review, a sampling and analytical schedule, and a proposed TRE initiation date.
- b. Within 90 days of the retest that demonstrates significant lethality, the permittee shall submit a TRE Action Plan and Schedule for conducting a TRE. The plan shall specify the approach and methodology to be used in performing the TRE. A TRE is a step-wise investigation combining toxicity testing with physical and chemical analysis to determine actions necessary to eliminate or reduce effluent toxicity to a level not effecting significant lethality at the critical dilution. The TRE Action Plan shall lead to the successful elimination of significant lethality for both test species defined in item 1.b. As a minimum, the TRE Action Plan shall include the following:
  - 1) Specific Activities - The TRE Action Plan shall specify the approach the

permittee intends to utilize in conducting the TRE, including toxicity characterizations, identifications, confirmations, source evaluations, treatability studies, and alternative approaches. When conducting characterization analyses, the permittee shall perform multiple characterizations and follow the procedures specified in the document entitled, "Methods for Aquatic Toxicity Identification Evaluations: Phase I Toxicity Characterization Procedures" (EPA/600/6-91/003), or alternate procedures. The permittee shall perform multiple identifications and follow the methods specified in the documents entitled, "Methods for Aquatic Toxicity Identification Evaluations, Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/080) and "Methods for Aquatic Toxicity Identification Evaluations, Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/081). All characterization, identification, and confirmation tests shall be conducted in an orderly and logical progression;

- 2) **Sampling Plan** - The TRE Action Plan should describe sampling locations, methods, holding times, chain of custody, and preservation techniques. The effluent sample volume collected for all tests shall be adequate to perform the toxicity characterization/ identification/ confirmation procedures, and chemical-specific analyses when the toxicity tests show significant lethality. Where the permittee has identified or suspects specific pollutant(s) and source(s) of effluent toxicity, the permittee shall conduct, concurrent with toxicity testing, chemical-specific analyses for the identified and suspected pollutant(s) and source(s) of effluent toxicity;
  - 3) **Quality Assurance Plan** - The TRE Action Plan should address record keeping and data evaluation, calibration and standardization, baseline tests, system blanks, controls, duplicates, spikes, toxicity persistence in the samples, randomization, reference toxicant control charts, as well as mechanisms to detect artifactual toxicity; and
  - 4) **Project Organization** - The TRE Action Plan should describe the project staff, project manager, consulting engineering services (where applicable), consulting analytical and toxicological services, etc.
- c. Within 30 days of submittal of the TRE Action Plan and Schedule, the permittee shall implement the TRE with due diligence.
- d. The permittee shall submit quarterly TRE Activities Reports concerning the progress of the TRE. The quarterly TRE Activities Reports are due on or before April 20th, July 20th, October 20th, and January 20th. The report shall detail information regarding the TRE activities including:
- 1) results and interpretation of any chemical-specific analyses for the identified and suspected pollutant(s) performed during the quarter;
  - 2) results and interpretation of any characterization, identification, and confirmation tests performed during the quarter;

- 3) any data and substantiating documentation which identifies the pollutant(s) and source(s) of effluent toxicity;
- 4) results of any studies/evaluations concerning the treatability of the facility's effluent toxicity;
- 5) any data which identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to eliminate significant lethality; and
- 6) any changes to the initial TRE Plan and Schedule that are believed necessary as a result of the TRE findings.

Copies of the TRE Activities Report shall also be submitted to the U.S. EPA Region 6 office.

- e. During the TRE, the permittee shall perform, at a minimum, quarterly testing using the more sensitive species; testing for the less sensitive species shall continue at the frequency specified in Part 1.b.
- f. If the effluent ceases to effect significant lethality (herein as defined below) the permittee may end the TRE. A "cessation of lethality" is defined as no significant lethality for a period of 12 consecutive weeks with at least weekly testing. At the end of the 12 weeks, the permittee shall submit a statement of intent to cease the TRE and may then resume the testing frequency specified in Part 1.b. The permittee may only apply the "cessation of lethality" provision once.

This provision accommodates situations where operational errors and upsets, spills, or sampling errors triggered the TRE, in contrast to a situation where a single toxicant or group of toxicants cause lethality. This provision does not apply as a result of corrective actions taken by the permittee. "Corrective actions" are herein defined as proactive efforts which eliminate or reduce effluent toxicity. These include, but are not limited to, source reduction or elimination, improved housekeeping, changes in chemical usage, and modifications of influent streams and effluent treatment.

The permittee may only apply this cessation of lethality provision once. If the effluent again demonstrates significant lethality to the same species, the permit will be amended to add a WET limit with a compliance period, if appropriate. However, prior to the effective date of the WET limit, the permittee may apply for a permit amendment removing and replacing the WET limit with an alternate toxicity control measure by identifying and confirming the toxicant and an appropriate control measure.

- g. The permittee shall complete the TRE and submit a Final Report on the TRE Activities no later than 18 months from the last test day of the retest that demonstrates significant lethality. The permittee may petition the Executive Director (in writing) for an extension of the 18-month limit. However, to warrant an extension the permittee must have demonstrated due diligence in their pursuit of the TIE/TRE and must prove that circumstances beyond their control stalled the TIE/TRE. The report shall specify the control mechanism(s) that will, when

implemented, reduce effluent toxicity as specified in item 5.g. The report will also specify a corrective action schedule for implementing the selected control mechanism(s). A copy of the TRE Final Report shall also be submitted to the U.S. EPA Region 6 office.

- h. Within 3 years of the last day of the test confirming toxicity, the permittee shall comply with 307.6(e)(2)(B), which requires greater than 50% survival of the test organism in 100% effluent at the end of 24-hours. The permittee may petition the Executive Director (in writing) for an extension of the 3-year limit. However, to warrant an extension the permittee must have demonstrated due diligence in their pursuit of the TIE/TRE and must prove that circumstances beyond their control stalled the TIE/TRE.

The requirement to comply with 307.6(e)(2)(B) may be exempted upon proof that toxicity is caused by an excess, imbalance, or deficiency of dissolved salts. This exemption excludes instances where individually toxic components (e.g. metals) form a salt compound. Following the exemption, the permit may be amended to include an ion-adjustment protocol, alternate species testing, or single species testing.

- i. Based upon the results of the TRE and proposed corrective actions, this permit may be amended to modify the biomonitoring requirements where necessary, to require a compliance schedule for implementation of corrective actions, to specify a WET limit, to specify a BMP, and to specify a CS limit.

## TABLE 2 (SHEET 1 OF 2)

## WATER FLEA SURVIVAL

## GENERAL INFORMATION

	Time	Date
Composite Sample Collected		
Test Initiated		

## PERCENT SURVIVAL

Time	Rep	Percent effluent					
		0%	6%	13%	25%	50%	100%
24h	A						
	B						
	C						
	D						
	E						
	MEAN						

Enter percent effluent corresponding to the LC50 below:

24 hour LC50 = \_\_\_\_\_% effluent

TABLE 2 (SHEET 2 OF 2)  
FATHEAD MINNOW SURVIVAL

## GENERAL INFORMATION

	Time	Date
Composite Sample Collected		
Test Initiated		

## PERCENT SURVIVAL

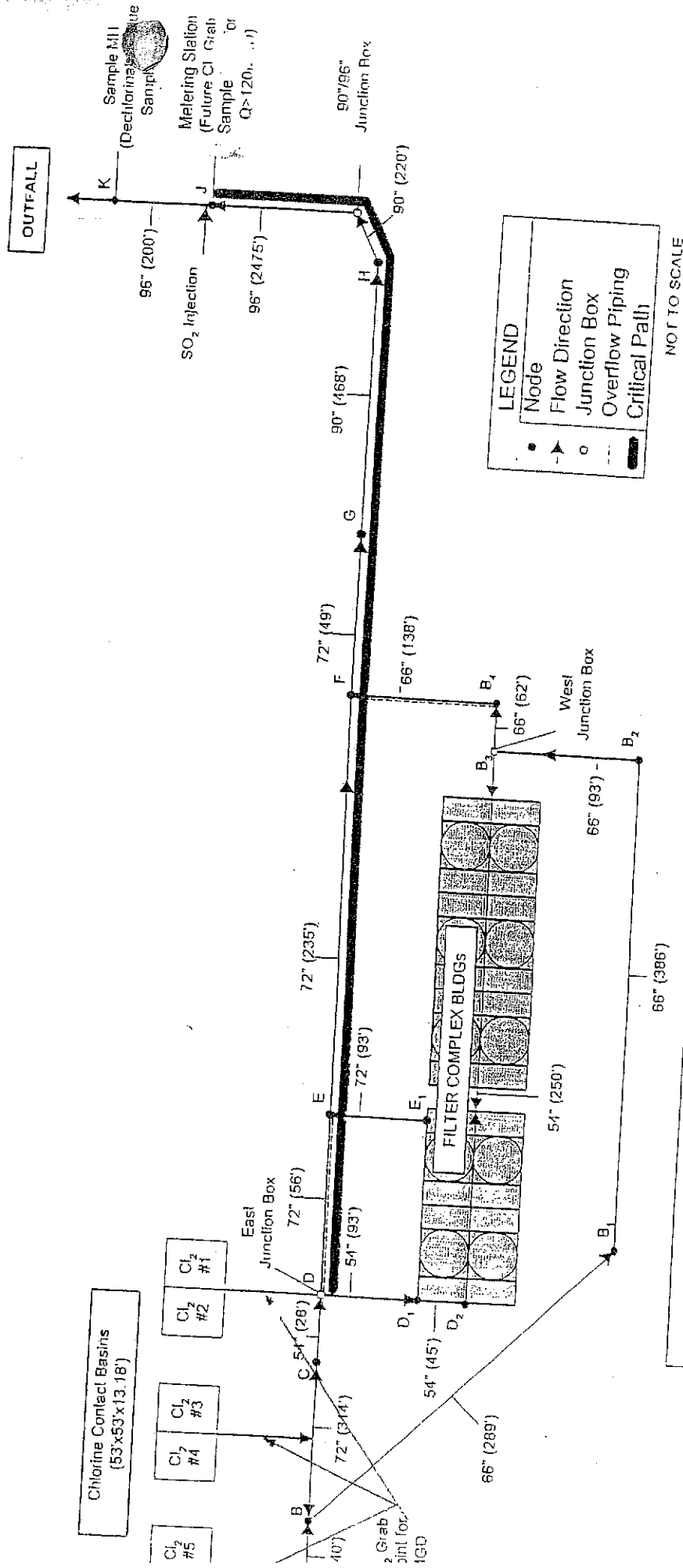
Time	Rep	Percent effluent					
		0%	6%	13%	25%	50%	100%
24h	A						
	B						
	C						
	D						
	E						
	MEAN						

Enter percent effluent corresponding to the LC50 below:

24 hour LC50 = \_\_\_\_\_% effluent



# Walnut Creek WWTP Disinfection Contact Basins and Piping Schematic



Critical Path Plan - Chlorine Contact to Metering Station



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
P.O. Box 13087  
Austin, Texas 78711-3087

TPDES PERMIT NO.  
WQ0010543012  
*[For TCEQ office use only - EPA I.D.  
No. TX0071889]*

This is a renewal that replaces TPDES  
Permit No. WQ0010543012 issued on  
April 1, 2010.

PERMIT TO DISCHARGE WASTES  
under provisions of  
Section 402 of the Clean Water Act  
and Chapter 26 of the Texas Water Code

City of Austin

whose mailing address is

c/o Director  
Austin Water Utility  
P. O. Box 1088  
Austin, Texas 78767

is authorized to treat and discharge wastes from the South Austin Regional Wastewater  
Treatment Facility, SIC Code 4952

located at 13009 Fallwell Lane, Del Valle, in Travis County, Texas 78617

directly to the Colorado River Below Lady Bird Lake (formerly Town Lake) in Segment No. 1428  
of the Colorado River Basin

only according to effluent limitations, monitoring requirements, and other conditions set forth  
in this permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ),  
the laws of the State of Texas, and other orders of the TCEQ. The issuance of this permit does  
not grant to the permittee the right to use private or public property for conveyance of  
wastewater along the discharge route described in this permit. This includes, but is not limited  
to, property belonging to any individual, partnership, corporation, or other entity. Neither does  
this permit authorize any invasion of personal rights nor any violation of federal, state, or local  
laws or regulations. It is the responsibility of the permittee to acquire property rights as may be  
necessary to use the discharge route.

This permit shall expire at midnight, **September 1, 2019.**

ISSUED DATE: May 29, 2015

A handwritten signature in black ink, appearing to read "R. A. Hylleberg", written over a horizontal line.  
For the Commission

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTSOutfall Number 001

1. During the period beginning upon the date of issuance and lasting through date of expiration the permittee is authorized to discharge subject to the following effluent limitations:

The annual average flow of effluent shall not exceed 75.0 million gallons per day (MGD), nor shall the average discharge during any two-hour period (2-hour peak) exceed 150,000 gallons per minute (gpm).

Effluent Characteristic	Discharge Limitations			Min. Self-Monitoring Requirements	
	Daily Avg mg/l (lbs/day)	7-day Avg mg/l	Daily Max mg/l	Single Grab mg/l	Report Daily Avg. & Daily Max. Measurement Frequency      Sample Type
Flow, MGD	Report	N/A	Report	N/A	Continuous      Totalizing Meter
Carbonaceous Biochemical Oxygen Demand (5-day)	10 (6,255)	15	25	35	One/day      Composite
Total Suspended Solids	15 (9,383)	25	40	60	One/day      Composite
Ammonia Nitrogen	2 (1,251)	5	10	15	One/day      Composite
<i>E. coli</i> , CFU or MPN/100 ml	126	N/A	399	N/A	Five/week      Grab

2. The effluent shall contain a chlorine residual of at least 1.0 mg/l after a detention time of at least 20 minutes (based on peak flow) and shall be monitored daily by grab sample at each chlorination chamber. The permittee shall dechlorinate the chlorinated effluent to less than 0.1 mg/l chlorine residual and shall monitor chlorine residual daily by grab sample after the dechlorination process. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.
3. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per day by grab sample.
4. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.
5. Effluent monitoring samples shall be taken at the following location(s): Following the final treatment unit.
6. The effluent shall contain a minimum dissolved oxygen of 6.0 mg/l and shall be monitored once per day by grab sample.
7. The annual average flow and maximum 2-hour peak flow shall be reported monthly.

## DEFINITIONS AND STANDARD PERMIT CONDITIONS

As required by Title 30 Texas Administrative Code (TAC) Chapter 305, certain regulations appear as standard conditions in waste discharge permits. 30 TAC § 305.121 - 305.129 (relating to Permit Characteristics and Conditions) as promulgated under the Texas Water Code (TWC) §§ 5.103 and 5.105, and the Texas Health and Safety Code (THSC) §§ 361.017 and 361.024(a), establish the characteristics and standards for waste discharge permits, including sewage sludge, and those sections of 40 Code of Federal Regulations (CFR) Part 122 adopted by reference by the Commission. The following text includes these conditions and incorporates them into this permit. All definitions in TWC § 26.001 and 30 TAC Chapter 305 shall apply to this permit and are incorporated by reference. Some specific definitions of words or phrases used in this permit are as follows:

### 1. Flow Measurements

- a. Annual average flow - the arithmetic average of all daily flow determinations taken within the preceding 12 consecutive calendar months. The annual average flow determination shall consist of daily flow volume determinations made by a totalizing meter, charted on a chart recorder and limited to major domestic wastewater discharge facilities with one million gallons per day or greater permitted flow.
- b. Daily average flow - the arithmetic average of all determinations of the daily flow within a period of one calendar month. The daily average flow determination shall consist of determinations made on at least four separate days. If instantaneous measurements are used to determine the daily flow, the determination shall be the arithmetic average of all instantaneous measurements taken during that month. Daily average flow determination for intermittent discharges shall consist of a minimum of three flow determinations on days of discharge.
- c. Daily maximum flow - the highest total flow for any 24-hour period in a calendar month.
- d. Instantaneous flow - the measured flow during the minimum time required to interpret the flow measuring device.
- e. 2-hour peak flow (domestic wastewater treatment plants) - the maximum flow sustained for a two-hour period during the period of daily discharge. The average of multiple measurements of instantaneous maximum flow within a two-hour period may be used to calculate the 2-hour peak flow.
- f. Maximum 2-hour peak flow (domestic wastewater treatment plants) - the highest 2-hour peak flow for any 24-hour period in a calendar month.

### 2. Concentration Measurements

- a. Daily average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar month, consisting of at least four separate representative measurements.
  - i. For domestic wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values in the previous four consecutive month period consisting of at least four measurements shall be utilized as the daily average concentration.

- ii. For all other wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values taken during the month shall be utilized as the daily average concentration.
- b. 7-day average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar week, Sunday through Saturday.
- c. Daily maximum concentration - the maximum concentration measured on a single day, by the sample type specified in the permit, within a period of one calendar month.
- d. Daily discharge - the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in terms of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the sampling day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the sampling day.

The daily discharge determination of concentration made using a composite sample shall be the concentration of the composite sample. When grab samples are used, the daily discharge determination of concentration shall be the arithmetic average (weighted by flow value) of all samples collected during that day.

- e. Bacteria concentration (*E. coli* or Enterococci) - Colony Forming Units (CFU) or Most Probable Number (MPN) of bacteria per 100 milliliters effluent. The daily average bacteria concentration is a geometric mean of the values for the effluent samples collected in a calendar month. The geometric mean shall be determined by calculating the  $n$ th root of the product of all measurements made in a calendar month, where  $n$  equals the number of measurements made; or, computed as the antilogarithm of the arithmetic mean of the logarithms of all measurements made in a calendar month. For any measurement of bacteria equaling zero, a substituted value of one shall be made for input into either computation method. If specified, the 7-day average for bacteria is the geometric mean of the values for all effluent samples collected during a calendar week.
  - f. Daily average loading (lbs/day) - the arithmetic average of all daily discharge loading calculations during a period of one calendar month. These calculations must be made for each day of the month that a parameter is analyzed. The daily discharge, in terms of mass (lbs/day), is calculated as (Flow, MGD x Concentration, mg/l x 8.34).
  - g. Daily maximum loading (lbs/day) - the highest daily discharge, in terms of mass (lbs/day), within a period of one calendar month.
3. Sample Type
- a. Composite sample - For domestic wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (a). For industrial wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (b).

- b. Grab sample - an individual sample collected in less than 15 minutes.
- 4. Treatment Facility (facility) - wastewater facilities used in the conveyance, storage, treatment, recycling, reclamation and/or disposal of domestic sewage, industrial wastes, agricultural wastes, recreational wastes, or other wastes including sludge handling or disposal facilities under the jurisdiction of the Commission.
- 5. The term "sewage sludge" is defined as solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in 30 TAC Chapter 312. This includes the solids that have not been classified as hazardous waste separated from wastewater by unit processes.
- 6. Bypass - the intentional diversion of a waste stream from any portion of a treatment facility.

## **MONITORING AND REPORTING REQUIREMENTS**

### **1. Self-Reporting**

Monitoring results shall be provided at the intervals specified in the permit. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall conduct effluent sampling and reporting in accordance with 30 TAC §§ 319.4 - 319.12. Unless otherwise specified, a monthly effluent report shall be submitted each month, to the Enforcement Division (MC 224), by the 20<sup>th</sup> day of the following month for each discharge which is described by this permit whether or not a discharge is made for that month. Monitoring results must be reported on an approved self-report form that is signed and certified as required by Monitoring and Reporting Requirements No. 10.

As provided by state law, the permittee is subject to administrative, civil and criminal penalties, as applicable, for negligently or knowingly violating the Clean Water Act (CWA); TWC §§ 26, 27, and 28; and THSC § 361, including but not limited to knowingly making any false statement, representation, or certification on any report, record, or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, or falsifying, tampering with or knowingly rendering inaccurate any monitoring device or method required by this permit or violating any other requirement imposed by state or federal regulations.

### **2. Test Procedures**

- a. Unless otherwise specified in this permit, test procedures for the analysis of pollutants shall comply with procedures specified in 30 TAC §§ 319.11 - 319.12. Measurements, tests, and calculations shall be accurately accomplished in a representative manner.
- b. All laboratory tests submitted to demonstrate compliance with this permit must meet the requirements of 30 TAC § 25, Environmental Testing Laboratory Accreditation and Certification.

### **3. Records of Results**

- a. Monitoring samples and measurements shall be taken at times and in a manner so as to be representative of the monitored activity.
- b. Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period

of at least five years (or longer as required by 40 CFR Part 503), monitoring and reporting records, including strip charts and records of calibration and maintenance, copies of all records required by this permit, records of all data used to complete the application for this permit, and the certification required by 40 CFR § 264.73(b)(9) shall be retained at the facility site, or shall be readily available for review by a TCEQ representative for a period of three years from the date of the record or sample, measurement, report, application or certification. This period shall be extended at the request of the Executive Director.

c. Records of monitoring activities shall include the following:

- i. date, time and place of sample or measurement;
- ii. identity of individual who collected the sample or made the measurement.
- iii. date and time of analysis;
- iv. identity of the individual and laboratory who performed the analysis;
- v. the technique or method of analysis; and
- vi. the results of the analysis or measurement and quality assurance/quality control records.

The period during which records are required to be kept shall be automatically extended to the date of the final disposition of any administrative or judicial enforcement action that may be instituted against the permittee.

4. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit using approved analytical methods as specified above, all results of such monitoring shall be included in the calculation and reporting of the values submitted on the approved self-report form. Increased frequency of sampling shall be indicated on the self-report form.

5. Calibration of Instruments

All automatic flow measuring or recording devices and all totalizing meters for measuring flows shall be accurately calibrated by a trained person at plant start-up and as often thereafter as necessary to ensure accuracy, but not less often than annually unless authorized by the Executive Director for a longer period. Such person shall verify in writing that the device is operating properly and giving accurate results. Copies of the verification shall be retained at the facility site and/or shall be readily available for review by a TCEQ representative for a period of three years.

6. Compliance Schedule Reports

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of the permit shall be submitted no later than 14 days following each schedule date to the Regional Office and the Enforcement Division (MC 224).

## 7. Noncompliance Notification

- a. In accordance with 30 TAC § 305.125(9) any noncompliance which may endanger human health or safety, or the environment shall be reported by the permittee to the TCEQ. Report of such information shall be provided orally or by facsimile transmission (FAX) to the Regional Office within 24 hours of becoming aware of the noncompliance. A written submission of such information shall also be provided by the permittee to the Regional Office and the Enforcement Division (MC 224) within five working days of becoming aware of the noncompliance. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
  - b. The following violations shall be reported under Monitoring and Reporting Requirement 7.a.:
    - i. Unauthorized discharges as defined in Permit Condition 2(g).
    - ii. Any unanticipated bypass that exceeds any effluent limitation in the permit.
    - iii. Violation of a permitted maximum daily discharge limitation for pollutants listed specifically in the Other Requirements section of an Industrial TPDES permit.
  - c. In addition to the above, any effluent violation which deviates from the permitted effluent limitation by more than 40% shall be reported by the permittee in writing to the Regional Office and the Enforcement Division (MC 224) within 5 working days of becoming aware of the noncompliance.
  - d. Any noncompliance other than that specified in this section, or any required information not submitted or submitted incorrectly, shall be reported to the Enforcement Division (MC 224) as promptly as possible. For effluent limitation violations, noncompliances shall be reported on the approved self-report form.
8. In accordance with the procedures described in 30 TAC §§ 35.301 - 35.303 (relating to Water Quality Emergency and Temporary Orders) if the permittee knows in advance of the need for a bypass, it shall submit prior notice by applying for such authorization.
9. Changes in Discharges of Toxic Substances
- All existing manufacturing, commercial, mining, and silvicultural permittees shall notify the Regional Office, orally or by facsimile transmission within 24 hours, and both the Regional Office and the Enforcement Division (MC 224) in writing within five (5) working days, after becoming aware of or having reason to believe:
- a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant listed at 40 CFR Part 122, Appendix D, Tables II and III (excluding Total Phenols) which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":



- i. One hundred micrograms per liter (100 µg/L);
  - ii. Two hundred micrograms per liter (200 µg/L) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/L) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter (1 mg/L) for antimony;
  - iii. Five (5) times the maximum concentration value reported for that pollutant in the permit application; or
  - iv. The level established by the TCEQ.
- b. That any activity has occurred or will occur which would result in any discharge, on a nonroutine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following “notification levels”:
- i. Five hundred micrograms per liter (500 µg/L);
  - ii. One milligram per liter (1 mg/L) for antimony;
  - iii. Ten (10) times the maximum concentration value reported for that pollutant in the permit application; or
  - iv. The level established by the TCEQ.

#### 10. Signatories to Reports

All reports and other information requested by the Executive Director shall be signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).

#### 11. All Publicly Owned Treatment Works (POTWs) must provide adequate notice to the Executive Director of the following:

- a. Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to CWA § 301 or § 306 if it were directly discharging those pollutants;
- b. Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit; and
- c. For the purpose of this paragraph, adequate notice shall include information on:
  - i. The quality and quantity of effluent introduced into the POTW; and
  - ii. Any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.

### PERMIT CONDITIONS

#### 1. General

- a. When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in an application or in any report to the Executive Director, it shall promptly submit such facts or information.

- b. This permit is granted on the basis of the information supplied and representations made by the permittee during action on an application, and relying upon the accuracy and completeness of that information and those representations. After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked, in whole or in part, in accordance with 30 TAC Chapter 305, Subchapter D, during its term for good cause including, but not limited to, the following:
  - i. Violation of any terms or conditions of this permit;
  - ii. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
  - iii. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.
- c. The permittee shall furnish to the Executive Director, upon request and within a reasonable time, any information to determine whether cause exists for amending, revoking, suspending or terminating the permit. The permittee shall also furnish to the Executive Director, upon request, copies of records required to be kept by the permit.

## 2. Compliance

- a. Acceptance of the permit by the person to whom it is issued constitutes acknowledgment and agreement that such person will comply with all the terms and conditions embodied in the permit, and the rules and other orders of the Commission.
- b. The permittee has a duty to comply with all conditions of the permit. Failure to comply with any permit condition constitutes a violation of the permit and the Texas Water Code or the Texas Health and Safety Code, and is grounds for enforcement action, for permit amendment, revocation, or suspension, or for denial of a permit renewal application or an application for a permit for another facility.
- c. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.
- d. The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal or other permit violation that has a reasonable likelihood of adversely affecting human health or the environment.
- e. Authorization from the Commission is required before beginning any change in the permitted facility or activity that may result in noncompliance with any permit requirements.
- f. A permit may be amended, suspended and reissued, or revoked for cause in accordance with 30 TAC §§ 305.62 and 305.66 and TWC§ 7.302. The filing of a request by the permittee for a permit amendment, suspension and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
- g. There shall be no unauthorized discharge of wastewater or any other waste. For the purpose of this permit, an unauthorized discharge is considered to be any discharge of wastewater into or adjacent to water in the state at any location not permitted as an outfall or otherwise defined in the Other Requirements section of this permit.

- h. In accordance with 30 TAC § 305.535(a), the permittee may allow any bypass to occur from a TPDES permitted facility which does not cause permitted effluent limitations to be exceeded or an unauthorized discharge to occur, but only if the bypass is also for essential maintenance to assure efficient operation.
- i. The permittee is subject to administrative, civil, and criminal penalties, as applicable, under TWC §§ 7.051 - 7.075 (relating to Administrative Penalties), 7.101 - 7.111 (relating to Civil Penalties), and 7.141 - 7.202 (relating to Criminal Offenses and Penalties) for violations including, but not limited to, negligently or knowingly violating the federal CWA §§ 301, 302, 306, 307, 308, 318, or 405, or any condition or limitation implementing any sections in a permit issued under the CWA § 402, or any requirement imposed in a pretreatment program approved under the CWA §§ 402 (a)(3) or 402 (b)(8).

### 3. Inspections and Entry

- a. Inspection and entry shall be allowed as prescribed in the TWC Chapters 26, 27, and 28, and THSC § 361.
- b. The members of the Commission and employees and agents of the Commission are entitled to enter any public or private property at any reasonable time for the purpose of inspecting and investigating conditions relating to the quality of water in the state or the compliance with any rule, regulation, permit or other order of the Commission. Members, employees, or agents of the Commission and Commission contractors are entitled to enter public or private property at any reasonable time to investigate or monitor or, if the responsible party is not responsive or there is an immediate danger to public health or the environment, to remove or remediate a condition related to the quality of water in the state. Members, employees, Commission contractors, or agents acting under this authority who enter private property shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection, and if the property has management in residence, shall notify management or the person then in charge of his presence and shall exhibit proper credentials. If any member, employee, Commission contractor, or agent is refused the right to enter in or on public or private property under this authority, the Executive Director may invoke the remedies authorized in TWC § 7.002. The statement above, that Commission entry shall occur in accordance with an establishment's rules and regulations concerning safety, internal security, and fire protection, is not grounds for denial or restriction of entry to any part of the facility, but merely describes the Commission's duty to observe appropriate rules and regulations during an inspection.

### 4. Permit Amendment and/or Renewal

- a. The permittee shall give notice to the Executive Director as soon as possible of any planned physical alterations or additions to the permitted facility if such alterations or additions would require a permit amendment or result in a violation of permit requirements. Notice shall also be required under this paragraph when:
  - i. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in accordance with 30 TAC § 305.534 (relating to New Sources and New Dischargers); or

- ii. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants that are subject neither to effluent limitations in the permit, nor to notification requirements in Monitoring and Reporting Requirements No. 9;
  - iii. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
- b. Prior to any facility modifications, additions, or expansions that will increase the plant capacity beyond the permitted flow, the permittee must apply for and obtain proper authorization from the Commission before commencing construction.
  - c. The permittee must apply for an amendment or renewal at least 180 days prior to expiration of the existing permit in order to continue a permitted activity after the expiration date of the permit. If an application is submitted prior to the expiration date of the permit, the existing permit shall remain in effect until the application is approved, denied, or returned. If the application is returned or denied, authorization to continue such activity shall terminate upon the effective date of the action. If an application is not submitted prior to the expiration date of the permit, the permit shall expire and authorization to continue such activity shall terminate.
  - d. Prior to accepting or generating wastes which are not described in the permit application or which would result in a significant change in the quantity or quality of the existing discharge, the permittee must report the proposed changes to the Commission. The permittee must apply for a permit amendment reflecting any necessary changes in permit conditions, including effluent limitations for pollutants not identified and limited by this permit.
  - e. In accordance with the TWC § 26.029(b), after a public hearing, notice of which shall be given to the permittee, the Commission may require the permittee, from time to time, for good cause, in accordance with applicable laws, to conform to new or additional conditions.
  - f. If any toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is promulgated under CWA § 307(a) for a toxic pollutant which is present in the discharge and that standard or prohibition is more stringent than any limitation on the pollutant in this permit, this permit shall be modified or revoked and reissued to conform to the toxic effluent standard or prohibition. The permittee shall comply with effluent standards or prohibitions established under CWA § 307(a) for toxic pollutants within the time provided in the regulations that established those standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.
5. Permit Transfer
- a. Prior to any transfer of this permit, Commission approval must be obtained. The Commission shall be notified in writing of any change in control or ownership of facilities authorized by this permit. Such notification should be sent to the Applications Review and Processing Team (MC 148) of the Water Quality Division.

- b. A permit may be transferred only according to the provisions of 30 TAC § 305.64 (relating to Transfer of Permits) and 30 TAC § 50.133 (relating to Executive Director Action on Application or WQMP update).

6. Relationship to Hazardous Waste Activities

This permit does not authorize any activity of hazardous waste storage, processing, or disposal that requires a permit or other authorization pursuant to the Texas Health and Safety Code.

7. Relationship to Water Rights

Disposal of treated effluent by any means other than discharge directly to water in the state must be specifically authorized in this permit and may require a permit pursuant to TWC Chapter 11.

8. Property Rights

A permit does not convey any property rights of any sort, or any exclusive privilege.

9. Permit Enforceability

The conditions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

10. Relationship to Permit Application

The application pursuant to which the permit has been issued is incorporated herein; provided, however, that in the event of a conflict between the provisions of this permit and the application, the provisions of the permit shall control.

11. Notice of Bankruptcy

- a. Each permittee shall notify the Executive Director, in writing, immediately following the filing of a voluntary or involuntary petition for bankruptcy under any chapter of Title 11 (Bankruptcy) of the United States Code (11 USC) by or against:
  - i. the permittee;
  - ii. an entity (as that term is defined in 11 USC, § 101(14)) controlling the permittee or listing the permit or permittee as property of the estate; or
  - iii. an affiliate (as that term is defined in 11 USC, § 101(2)) of the permittee.
- b. This notification must indicate:
  - i. the name of the permittee and the permit number(s);
  - ii. the bankruptcy court in which the petition for bankruptcy was filed; and
  - iii. the date of filing of the petition.

**OPERATIONAL REQUIREMENTS**

1. The permittee shall at all times ensure that the facility and all of its systems of collection, treatment, and disposal are properly operated and maintained. This includes, but is not limited to, the regular, periodic examination of wastewater solids within the treatment plant by the operator in order to maintain an appropriate quantity and quality of solids inventory as described in the various operator training manuals and according to accepted industry standards for process control. Process control, maintenance, and operations records shall be retained at the facility site, or shall be readily available for review by a TCEQ representative, for a period of three years.
2. Upon request by the Executive Director, the permittee shall take appropriate samples and provide proper analysis in order to demonstrate compliance with Commission rules. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall comply with all applicable provisions of 30 TAC Chapter 312 concerning sewage sludge use and disposal and 30 TAC §§ 319.21 - 319.29 concerning the discharge of certain hazardous metals.
3. Domestic wastewater treatment facilities shall comply with the following provisions:
  - a. The permittee shall notify the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, in writing, of any facility expansion at least 90 days prior to conducting such activity.
  - b. The permittee shall submit a closure plan for review and approval to the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, for any closure activity at least 90 days prior to conducting such activity. Closure is the act of permanently taking a waste management unit or treatment facility out of service and includes the permanent removal from service of any pit, tank, pond, lagoon, surface impoundment and/or other treatment unit regulated by this permit.
4. The permittee is responsible for installing prior to plant start-up, and subsequently maintaining, adequate safeguards to prevent the discharge of untreated or inadequately treated wastes during electrical power failures by means of alternate power sources, standby generators, and/or retention of inadequately treated wastewater.
5. Unless otherwise specified, the permittee shall provide a readily accessible sampling point and, where applicable, an effluent flow measuring device or other acceptable means by which effluent flow may be determined.
6. The permittee shall remit an annual water quality fee to the Commission as required by 30 TAC Chapter 21. Failure to pay the fee may result in revocation of this permit under TWC § 7.302(b)(6).
7. Documentation

For all written notifications to the Commission required of the permittee by this permit, the permittee shall keep and make available a copy of each such notification under the same conditions as self-monitoring data are required to be kept and made available. Except for information required for TPDES permit applications, effluent data, including effluent data in permits, draft permits and permit applications, and other information specified as not

confidential in 30 TAC §§ 1.5(d), any information submitted pursuant to this permit may be claimed as confidential by the submitter. Any such claim must be asserted in the manner prescribed in the application form or by stamping the words confidential business information on each page containing such information. If no claim is made at the time of submission, information may be made available to the public without further notice. If the Commission or Executive Director agrees with the designation of confidentiality, the TCEQ will not provide the information for public inspection unless required by the Texas Attorney General or a court pursuant to an open records request. If the Executive Director does not agree with the designation of confidentiality, the person submitting the information will be notified.

8. Facilities that generate domestic wastewater shall comply with the following provisions; domestic wastewater treatment facilities at permitted industrial sites are excluded.
  - a. Whenever flow measurements for any domestic sewage treatment facility reach 75% of the permitted daily average or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the domestic wastewater treatment and/or collection facilities. Whenever the flow reaches 90% of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. In the case of a domestic wastewater treatment facility which reaches 75% of the permitted daily average or annual average flow for three consecutive months, and the planned population to be served or the quantity of waste produced is not expected to exceed the design limitations of the treatment facility, the permittee shall submit an engineering report supporting this claim to the Executive Director of the Commission.

If in the judgment of the Executive Director the population to be served will not cause permit noncompliance, then the requirement of this section may be waived. To be effective, any waiver must be in writing and signed by the Director of the Enforcement Division (MC 169) of the Commission, and such waiver of these requirements will be reviewed upon expiration of the existing permit; however, any such waiver shall not be interpreted as condoning or excusing any violation of any permit parameter.

- b. The plans and specifications for domestic sewage collection and treatment works associated with any domestic permit must be approved by the Commission and failure to secure approval before commencing construction of such works or making a discharge is a violation of this permit and each day is an additional violation until approval has been secured.
    - c. Permits for domestic wastewater treatment plants are granted subject to the policy of the Commission to encourage the development of area-wide waste collection, treatment, and disposal systems. The Commission reserves the right to amend any domestic wastewater permit in accordance with applicable procedural requirements to require the system covered by this permit to be integrated into an area-wide system, should such be developed; to require the delivery of the wastes authorized to be collected in, treated by or discharged from said system, to such area-wide system; or to amend this permit in any other particular to effectuate the Commission's policy. Such amendments may be made when the changes required are advisable for water quality control purposes and are feasible on the basis of waste treatment technology, engineering, financial, and

related considerations existing at the time the changes are required, exclusive of the loss of investment in or revenues from any then existing or proposed waste collection, treatment or disposal system.

9. Domestic wastewater treatment plants shall be operated and maintained by sewage plant operators holding a valid certificate of competency at the required level as defined in 30 TAC Chapter 30.
10. For Publicly Owned Treatment Works (POTWs), the 30-day average (or monthly average) percent removal for BOD and TSS shall not be less than 85%, unless otherwise authorized by this permit.
11. Facilities that generate industrial solid waste as defined in 30 TAC § 335.1 shall comply with these provisions:
  - a. Any solid waste, as defined in 30 TAC § 335.1 (including but not limited to such wastes as garbage, refuse, sludge from a waste treatment, water supply treatment plant or air pollution control facility, discarded materials, discarded materials to be recycled, whether the waste is solid, liquid, or semisolid), generated by the permittee during the management and treatment of wastewater, must be managed in accordance with all applicable provisions of 30 TAC Chapter 335, relating to Industrial Solid Waste Management.
  - b. Industrial wastewater that is being collected, accumulated, stored, or processed before discharge through any final discharge outfall, specified by this permit, is considered to be industrial solid waste until the wastewater passes through the actual point source discharge and must be managed in accordance with all applicable provisions of 30 TAC Chapter 335.
  - c. The permittee shall provide written notification, pursuant to the requirements of 30 TAC § 335.8(b)(1), to the Environmental Cleanup Section (MC 127) of the Remediation Division informing the Commission of any closure activity involving an Industrial Solid Waste Management Unit, at least 90 days prior to conducting such an activity.
  - d. Construction of any industrial solid waste management unit requires the prior written notification of the proposed activity to the Registration and Reporting Section (MC 129) of the Registration, Review, and Reporting Division. No person shall dispose of industrial solid waste, including sludge or other solids from wastewater treatment processes, prior to fulfilling the deed recordation requirements of 30 TAC § 335.5.
  - e. The term "industrial solid waste management unit" means a landfill, surface impoundment, waste-pile, industrial furnace, incinerator, cement kiln, injection well, container, drum, salt dome waste containment cavern, or any other structure vessel, appurtenance, or other improvement on land used to manage industrial solid waste.
  - f. The permittee shall keep management records for all sludge (or other waste) removed from any wastewater treatment process. These records shall fulfill all applicable requirements of 30 TAC § 335 and must include the following, as it pertains to wastewater treatment and discharge:
    - i. Volume of waste and date(s) generated from treatment process;
    - ii. Volume of waste disposed of on-site or shipped off-site;



- iii. Date(s) of disposal;
- iv. Identity of hauler or transporter;
- v. Location of disposal site; and
- vi. Method of final disposal.

The above records shall be maintained on a monthly basis. The records shall be retained at the facility site, or shall be readily available for review by authorized representatives of the TCEQ for at least five years.

12. For industrial facilities to which the requirements of 30 TAC § 335 do not apply, sludge and solid wastes, including tank cleaning and contaminated solids for disposal, shall be disposed of in accordance with THSC § 361.

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## SLUDGE PROVISIONS

The permittee is authorized to dispose of sludge only at a Texas Commission on Environmental Quality (TCEQ) authorized land application site or co-disposal landfill. **The disposal of sludge by land application on property owned, leased or under the direct control of the permittee is a violation of the permit unless the site is authorized with the TCEQ. This provision does not authorize Distribution and Marketing of sludge. This provision does not authorize land application of Class A or Class AB Sewage Sludge. This provision does not authorize the permittee to land apply sludge on property owned, leased or under the direct control of the permittee.**

### SECTION I. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE LAND APPLICATION

#### A. General Requirements

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.
2. In all cases, if the person (permit holder) who prepares the sewage sludge supplies the sewage sludge to another person for land application use or to the owner or lease holder of the land, the permit holder shall provide necessary information to the parties who receive the sludge to assure compliance with these regulations.
3. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

#### B. Testing Requirements

1. Sewage sludge shall be tested annually in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I [Toxicity Characteristic Leaching Procedure (TCLP)] or other method that receives the prior approval of the TCEQ for the contaminants listed in 40 CFR Part 261.24, Table 1. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal. Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Remediation Support Division and the Regional Director (MC Region 11) within seven (7) days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Registration, Review, and Reporting Division (MC 129), Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 11) and the Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30<sup>th</sup> of each year.

2. Sewage sludge shall not be applied to the land if the concentration of the pollutants exceeds the pollutant concentration criteria in Table 1. The frequency of testing for pollutants in Table 1 is found in Section I.C.

TABLE 1

<u>Pollutant</u>	<u>Ceiling Concentration</u> <u>(Milligrams per kilogram)*</u>
Arsenic	75
Cadmium	85
Chromium	3000
Copper	4300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
PCBs	49
Selenium	100
Zinc	7500

\* Dry weight basis

### 3. Pathogen Control

All sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site must be treated by one of the following methods to ensure that the sludge meets either the Class A, Class AB or Class B pathogen requirements.

- a. For sewage sludge to be classified as Class A with respect to pathogens, the density of fecal coliform in the sewage sludge be less than 1,000 most probable number (MPN) per gram of total solids (dry weight basis), or the density of *Salmonella* sp. bacteria in the sewage sludge be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. In addition, one of the alternatives listed below must be met.

Alternative 1 - The temperature of the sewage sludge that is used or disposed shall be maintained at or above a specific value for a period of time. See 30 TAC § 312.82(a)(2)(A) for specific information.

Alternative 5 (PFRP) - Sewage sludge that is used or disposed of must be treated in one of the Processes to Further Reduce Pathogens (PFRP) described in 40 CFR Part 503, Appendix B. PFRP include composting, heat drying, heat treatment, and thermophilic aerobic digestion.

Alternative 6 (PFRP Equivalent) - Sewage sludge that is used or disposed of must be treated in a process that has been approved by the U. S. Environmental Protection Agency as being equivalent to those in Alternative 5.

- b. For sewage sludge to be classified as Class AB with respect to pathogens, the density of fecal coliform in the sewage sludge be less than 1,000 MPN per gram of total solids (dry weight basis), or the density of Salmonella sp. bacteria in the sewage sludge be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. In addition, one of the alternatives listed below must be met.

Alternative 2 - The pH of the sewage sludge that is used or disposed shall be raised to above 12 std. units and shall remain above 12 std. units for 72 hours.

The temperature of the sewage sludge shall be above 52° Celsius for 12 hours or longer during the period that the pH of the sewage sludge is above 12 std. units.

At the end of the 72-hour period during which the pH of the sewage sludge is above 12 std. units, the sewage sludge shall be air dried to achieve a percent solids in the sewage sludge greater than 50%.

Alternative 3 - The sewage sludge shall be analyzed for enteric viruses prior to pathogen treatment. The limit for enteric viruses is less than one Plaque-forming Unit per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(i-iii) for specific information. The sewage sludge shall be analyzed for viable helminth ova prior to pathogen treatment. The limit for viable helminth ova is less than one per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(iv-vi) for specific information.

Alternative 4 - The density of enteric viruses in the sewage sludge shall be less than one Plaque-forming Unit per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. The density of viable helminth ova in the sewage sludge shall be less than one per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed.

- c. Sewage sludge that meets the requirements of Class AB sewage sludge may be classified a Class A sewage sludge if a variance request is submitted in writing that is supported by substantial documentation demonstrating equivalent methods for reducing odors and written approval is granted by the executive director. The executive director may deny the variance request or revoke that approved variance if it is determined that the variance may potentially endanger human health or the environment, or create nuisance odor conditions.
- d. Three alternatives are available to demonstrate compliance with Class B criteria for sewage sludge.

Alternative 1

- i. A minimum of seven random samples of the sewage sludge shall be collected within 48 hours of the time the sewage sludge is used or disposed of during each monitoring episode for the sewage sludge.
- ii. The geometric mean of the density of fecal coliform in the samples collected shall be less than either 2,000,000 MPN per gram of total solids (dry weight basis) or 2,000,000 Colony Forming Units per gram of total solids (dry weight basis).

Alternative 2 - Sewage sludge that is used or disposed of shall be treated in one of the Processes to Significantly Reduce Pathogens (PSRP) described in 40 CFR Part 503, Appendix B, so long as all of the following requirements are met by the generator of the sewage sludge.

- i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;
- ii. An independent Texas Licensed Professional Engineer must make a certification to the generator of a sewage sludge that the wastewater treatment facility generating the sewage sludge is designed to achieve one of the PSRP at the permitted design loading of the facility. The certification need only be repeated if the design loading of the facility is increased. The certification shall include a statement indicating the design meets all the applicable standards specified in Appendix B of 40 CFR Part 503;
- iii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iv. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review; and
- v. If the sewage sludge is generated from a mixture of sources, resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the PSRP, and shall meet the certification, operation, and record keeping requirements of this paragraph.

Alternative 3 - Sewage sludge shall be treated in an equivalent process that has been approved by the U.S. Environmental Protection Agency, so long as all of the following requirements are met by the generator of the sewage sludge.

- i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;

- ii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iii. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review;
- iv. The Executive Director will accept from the U.S. Environmental Protection Agency a finding of equivalency to the defined PSRP; and
- v. If the sewage sludge is generated from a mixture of sources resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the Processes to Significantly Reduce Pathogens, and shall meet the certification, operation, and record keeping requirements of this paragraph.

In addition, the following site restrictions must be met if Class B sludge is land applied:

- i. Food crops with harvested parts that touch the sewage sludge/soil mixture and are totally above the land surface shall not be harvested for 14 months after application of sewage sludge.
- ii. Food crops with harvested parts below the surface of the land shall not be harvested for 20 months after application of sewage sludge when the sewage sludge remains on the land surface for 4 months or longer prior to incorporation into the soil.
- iii. Food crops with harvested parts below the surface of the land shall not be harvested for 38 months after application of sewage sludge when the sewage sludge remains on the land surface for less than 4 months prior to incorporation into the soil.
- iv. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application of sewage sludge.
- v. Animals shall not be allowed to graze on the land for 30 days after application of sewage sludge.
- vi. Turf grown on land where sewage sludge is applied shall not be harvested for 1 year after application of the sewage sludge when the harvested turf is placed on either land with a high potential for public exposure or a lawn.
- vii. Public access to land with a high potential for public exposure shall be restricted for 1 year after application of sewage sludge.

viii. Public access to land with a low potential for public exposure shall be restricted for 30 days after application of sewage sludge.

ix. Land application of sludge shall be in accordance with the buffer zone requirements found in 30 TAC § 312.44.

#### 4. Vector Attraction Reduction Requirements

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site shall be treated by one of the following Alternatives 1 through 10 for vector attraction reduction.

Alternative 1 - The mass of volatile solids in the sewage sludge shall be reduced by a minimum of 38%.

Alternative 2 - If Alternative 1 cannot be met for an anaerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge anaerobically in the laboratory in a bench-scale unit for 40 additional days at a temperature between 30° and 37° Celsius. Volatile solids must be reduced by less than 17% to demonstrate compliance.

Alternative 3 - If Alternative 1 cannot be met for an aerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge with percent solids of two percent or less aerobically in the laboratory in a bench-scale unit for 30 additional days at 20° Celsius. Volatile solids must be reduced by less than 15% to demonstrate compliance.

Alternative 4 - The specific oxygen uptake rate (SOUR) for sewage sludge treated in an aerobic process shall be equal to or less than 1.5 milligrams of oxygen per hour per gram of total solids (dry weight basis) at a temperature of 20° Celsius.

Alternative 5 - Sewage sludge shall be treated in an aerobic process for 14 days or longer. During that time, the temperature of the sewage sludge shall be higher than 40° Celsius and the average temperature of the sewage sludge shall be higher than 45° Celsius.

Alternative 6 - The pH of sewage sludge shall be raised to 12 or higher by alkali addition and, without the addition of more alkali shall remain at 12 or higher for two hours and then remain at a pH of 11.5 or higher for an additional 22 hours at the time the sewage sludge is prepared for sale or given away in a bag or other container.

Alternative 7 - The percent solids of sewage sludge that does not contain unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 75% based on the moisture content and total solids prior to mixing with other materials. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.

- Alternative 8 - The percent solids of sewage sludge that contains unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 90% based on the moisture content and total solids prior to mixing with other materials at the time the sludge is used. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.
- Alternative 9 -
- i. Sewage sludge shall be injected below the surface of the land.
  - ii. No significant amount of the sewage sludge shall be present on the land surface within one hour after the sewage sludge is injected.
  - iii. When sewage sludge that is injected below the surface of the land is Class A or Class AB with respect to pathogens, the sewage sludge shall be injected below the land surface within eight hours after being discharged from the pathogen treatment process.
- Alternative 10 -
- i. Sewage sludge applied to the land surface or placed on a surface disposal site shall be incorporated into the soil within six hours after application to or placement on the land.
  - ii. When sewage sludge that is incorporated into the soil is Class A or Class AB with respect to pathogens, the sewage sludge shall be applied to or placed on the land within eight hours after being discharged from the pathogen treatment process.

### C. Monitoring Requirements

Toxicity Characteristic Leaching Procedure (TCLP) Test	- annually
PCBs	- annually

All metal constituents and fecal coliform or *Salmonella* sp. bacteria shall be monitored at the appropriate frequency shown below, pursuant to 30 TAC § 312.46(a)(1):

<u>Amount of sewage sludge (*) metric tons per 365-day period</u>	<u>Monitoring Frequency</u>
0 to less than 290	Once/Year
290 to less than 1,500	Once/Quarter
1,500 to less than 15,000	Once/Two Months
15,000 or greater	Once/Month

(\*) *The amount of bulk sewage sludge applied to the land (dry wt. basis).*

Representative samples of sewage sludge shall be collected and analyzed in accordance with the methods referenced in 30 TAC § 312.7



**SECTION II. REQUIREMENTS SPECIFIC TO BULK SEWAGE SLUDGE FOR APPLICATION TO THE LAND MEETING CLASS A, CLASS AB or B PATHOGEN REDUCTION AND THE CUMULATIVE LOADING RATES IN TABLE 2, OR CLASS B PATHOGEN REDUCTION AND THE POLLUTANT CONCENTRATIONS IN TABLE 3**

For those permittees meeting Class A, Class AB or B pathogen reduction requirements and that meet the cumulative loading rates in Table 2 below, or the Class B pathogen reduction requirements and contain concentrations of pollutants below listed in Table 3, the following conditions apply:

**A. Pollutant Limits**

Table 2

<u>Pollutant</u>	Cumulative Pollutant Loading
	Rate (pounds per acre)*
Arsenic	36
Cadmium	35
Chromium	2677
Copper	1339
Lead	268
Mercury	15
Molybdenum	Report Only
Nickel	375
Selenium	89
Zinc	2500

Table 3

<u>Pollutant</u>	Monthly Average Concentration (milligrams per kilogram)*
Arsenic	41
Cadmium	39
Chromium	1200
Copper	1500
Lead	300
Mercury	17
Molybdenum	Report Only
Nickel	420
Selenium	36
Zinc	2800

\*Dry weight basis

**B. Pathogen Control**

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, a reclamation site, shall be treated by either Class A, Class AB or Class B pathogen reduction requirements as defined above in Section I.B.3.

**C. Management Practices**

1. Bulk sewage sludge shall not be applied to agricultural land, forest, a public contact site, or a reclamation site that is flooded, frozen, or snow-covered so that the bulk sewage sludge enters a wetland or other waters in the State.
2. Bulk sewage sludge not meeting Class A requirements shall be land applied in a manner which complies with Applicability in accordance with 30 TAC §312.41 and the Management Requirements in accordance with 30 TAC § 312.44.
3. Bulk sewage sludge shall be applied at or below the agronomic rate of the cover crop.
4. An information sheet shall be provided to the person who receives bulk sewage sludge sold or given away. The information sheet shall contain the following information:
  - a. The name and address of the person who prepared the sewage sludge that is sold or given away in a bag or other container for application to the land.
  - b. A statement that application of the sewage sludge to the land is prohibited except in accordance with the instruction on the label or information sheet.
  - c. The annual whole sludge application rate for the sewage sludge application rate for the sewage sludge that does not cause any of the cumulative pollutant loading rates in Table 2 above to be exceeded, unless the pollutant concentrations in Table 3 found in Section II above are met.

**D. Notification Requirements**

1. If bulk sewage sludge is applied to land in a State other than Texas, written notice shall be provided prior to the initial land application to the permitting authority for the State in which the bulk sewage sludge is proposed to be applied. The notice shall include:
  - a. The location, by street address, and specific latitude and longitude, of each land application site.
  - b. The approximate time period bulk sewage sludge will be applied to the site.
  - c. The name, address, telephone number, and National Pollutant Discharge Elimination System permit number (if appropriate) for the person who will apply the bulk sewage sludge.
2. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

**E. Record keeping Requirements**

The sludge documents will be retained at the facility site and/or shall be readily available for review by a TCEQ representative. The person who prepares bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at

the facility site and/or shall be readily available for review by a TCEQ representative for a period of five years. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply.

1. The concentration (mg/kg) in the sludge of each pollutant listed in Table 3 above and the applicable pollutant concentration criteria (mg/kg), or the applicable cumulative pollutant loading rate and the applicable cumulative pollutant loading rate limit (lbs/ac) listed in Table 2 above.
2. A description of how the pathogen reduction requirements are met (including site restrictions for Class AB and Class B sludge, if applicable).
3. A description of how the vector attraction reduction requirements are met.
4. A description of how the management practices listed above in Section II.C are being met.
5. The following certification statement:

"I certify, under penalty of law, that the applicable pathogen requirements in 30 TAC § 312.82(a) or (b) and the vector attraction reduction requirements in 30 TAC § 312.83(b) have been met for each site on which bulk sewage sludge is applied. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the management practices have been met. I am aware that there are significant penalties for false certification including fine and imprisonment."

6. The recommended agronomic loading rate from the references listed in Section II.C.3. above, as well as the actual agronomic loading rate shall be retained. The person who applies bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at the facility site and/or shall be readily available for review by a TCEQ representative indefinitely. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply:
  - a. A certification statement that all applicable requirements (specifically listed) have been met, and that the permittee understands that there are significant penalties for false certification including fine and imprisonment. See 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii), as applicable, and to the permittee's specific sludge treatment activities.
  - b. The location, by street address, and specific latitude and longitude, of each site on which sludge is applied.
  - c. The number of acres in each site on which bulk sludge is applied.
  - d. The date and time sludge is applied to each site.

- e. The cumulative amount of each pollutant in pounds/acre listed in Table 2 applied to each site.
- f. The total amount of sludge applied to each site in dry tons.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

## **F. Reporting Requirements**

The permittee shall report annually to the TCEQ Regional Office (MC Region 11) and Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30<sup>th</sup> of each year the following information:

1. Results of tests performed for pollutants found in either Table 2 or 3 as appropriate for the permittee's land application practices.
2. The frequency of monitoring listed in Section I.C. that applies to the permittee.
3. Toxicity Characteristic Leaching Procedure (TCLP) results.
4. Identity of hauler(s) and TCEQ transporter number.
5. PCB concentration in sludge in mg/kg.
6. Date(s) of disposal.
7. Owner of disposal site(s).
8. Texas Commission on Environmental Quality registration number, if applicable.
9. Amount of sludge disposal dry weight (lbs/acre) at each disposal site.
10. The concentration (mg/kg) in the sludge of each pollutant listed in Table 1 (defined as a monthly average) as well as the applicable pollutant concentration criteria (mg/kg) listed in Table 3 above, or the applicable pollutant loading rate limit (lbs/acre) listed in Table 2 above if it exceeds 90% of the limit.
11. Level of pathogen reduction achieved (Class A, Class AB or Class B).
12. Alternative used as listed in Section I.B.3.(a. or b.). Alternatives describe how the pathogen reduction requirements are met. If Class B sludge, include information on how site restrictions were met.
13. Vector attraction reduction alternative used as listed in Section I.B.4.
14. Annual sludge production in dry tons/year.
15. Amount of sludge land applied in dry tons/year.
16. The certification statement listed in either 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii) as applicable to the permittee's sludge treatment activities, shall be attached to the annual reporting form.

17. When the amount of any pollutant applied to the land exceeds 90% of the cumulative pollutant loading rate for that pollutant, as described in Table 2, the permittee shall report the following information as an attachment to the annual reporting form.
  - a. The location, by street address, and specific latitude and longitude.
  - b. The number of acres in each site on which bulk sewage sludge is applied.
  - c. The date and time bulk sewage sludge is applied to each site.
  - d. The cumulative amount of each pollutant (i.e., pounds/acre) listed in Table 2 in the bulk sewage sludge applied to each site.
  - e. The amount of sewage sludge (i.e., dry tons) applied to each site.

The above records shall be maintained on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

**SECTION III. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE  
DISPOSED IN A MUNICIPAL SOLID WASTE LANDFILL**

- A. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 330 and all other applicable state and federal regulations to protect public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present. The permittee shall ensure that the sewage sludge meets the requirements in 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
- B. If the permittee generates sewage sludge and supplies that sewage sludge to the owner or operator of a municipal solid waste landfill (MSWLF) for disposal, the permittee shall provide to the owner or operator of the MSWLF appropriate information needed to be in compliance with the provisions of this permit.
- C. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.
- D. Sewage sludge shall be tested annually in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I (Toxicity Characteristic Leaching Procedure) or other method, which receives the prior approval of the TCEQ for contaminants listed in Table 1 of 40 CFR § 261.24. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal.

Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Remediation Support Division and the Regional Director (MC Region 11) of the appropriate TCEQ field office within 7 days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Registration, Review, and Reporting Division (MC 129), Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 11) and the Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year.

- E. Sewage sludge shall be tested as needed, in accordance with the requirements of 30 TAC Chapter 330.
- F. Record keeping Requirements

The permittee shall develop the following information and shall retain the information for five years.

1. The description (including procedures followed and the results) of all liquid Paint Filter Tests performed.
2. The description (including procedures followed and results) of all TCLP tests performed.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

G. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 11) and Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30<sup>th</sup> of each year the following information:

1. Toxicity Characteristic Leaching Procedure (TCLP) results.
2. Annual sludge production in dry tons/year.
3. Amount of sludge disposed in a municipal solid waste landfill in dry tons/year.
4. Amount of sludge transported interstate in dry tons/year.
5. A certification that the sewage sludge meets the requirements of 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
6. Identity of hauler(s) and transporter registration number.
7. Owner of disposal site(s).
8. Location of disposal site(s).
9. Date(s) of disposal.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

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**OTHER REQUIREMENTS**

1. The permittee shall employ or contract with one or more licensed wastewater treatment facility operators or wastewater system operations companies holding a valid license or registration according to the requirements of 30 TAC Chapter 30, Occupational Licenses and Registrations, and, in particular, 30 TAC Chapter 30, Subchapter J, Wastewater Operators and Operations Companies.

This Category A facility must be operated by a chief operator or an operator holding a Category A license or higher. The facility must be operated a minimum of five days per week by the licensed chief operator or an operator holding the required level of license or higher. The licensed chief operator or operator holding the required level of license or higher must be available by telephone or pager seven days per week. Where shift operation of the wastewater treatment facility is necessary, each shift that does not have the on-site supervision of the licensed chief operator must be supervised by an operator in charge who is licensed not less than one level below the category for the facility.

2. The facility is not located in the Coastal Management Program boundary.
3. The mixing zone is defined as 300 feet downstream and 100 feet upstream from the point of discharge. Chronic toxic criteria apply at the edge of the mixing zone.
4. The permittee is hereby placed on notice that this permit may be reviewed by the TCEQ after the completion of any new intensive water quality survey on Segment No. 1428 of the Colorado River Basin and any subsequent updating of the water quality model for Segment No. 1428 to determine if the limitations and conditions contained herein are consistent with any such revised model. The permit may be amended, pursuant to 30 TAC §305.62, as a result of such review. The permittee is also hereby placed on notice that effluent limits may be made more stringent at renewal based on, for example, any change to modeling protocol approved in the TCEQ Continuing Planning Process.
5. The permittee shall comply with the requirements of 30 TAC § 309.13(a) through (d). In addition, by ownership of the required buffer zone area, the permittee shall comply with the requirements of 30 TAC § 309.13(e).
6. The permittee shall provide facilities for the protection of its wastewater treatment facility from a 100-year flood.
7. In accordance with 30 TAC § 319.9, a permittee that has at least twelve months of uninterrupted compliance with its bacteria limit may notify the commission in writing of its compliance and request a less frequent measurement schedule. To request a less frequent schedule, the permittee shall submit a written request to the TCEQ Wastewater Permitting Section (MC 148) for each phase that includes a different monitoring frequency. The request must contain all of the reported bacteria values (Daily Avg. and Daily Max/Single Grab) for the twelve consecutive months immediately prior to the request. If the Executive Director finds that a less frequent measurement schedule is protective of human health and the environment, the permittee may be given a less frequent measurement schedule. For this permit, 5/week may be reduced to 3/week. **A violation of any bacteria limit by a facility that has been granted a less frequent measurement schedule will require the permittee to return to the standard frequency schedule and submit written notice to the TCEQ Wastewater Permitting Section (MC 148).** The



permittee may not apply for another reduction in measurement frequency for at least 24 months from the date of the last violation. The Executive Director may establish a more frequent measurement schedule if necessary to protect human health or the environment.

8. Annual average effluent limitations of 5 mg/l CBOD<sub>5</sub>, 5 mg/l TSS and 2 mg/l NH<sub>3</sub>-N shall be maintained. The annual average is the sum of the monthly average divided by 12 based on a calendar year. The results shall be submitted to the TCEQ Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division of the TCEQ in January of each year.
9. The sludge generated from the treatment facility may be transported via pipeline to the Hornsby Bend Biosolids Treatment Plant, TPDES Permit No. WQ0003823000 to be thickened, digested, dewatered, and then disposed of with bulk of sludge from the plant accepting the sludge.

The permittee shall keep records of all sludge removed from the wastewater treatment plant site, and these records shall include the following information:

- a. The volume of sludge transported;
- b. The date(s) that sludge was transported;
- c. The identity of transporting; and
- d. The permittee, TCEQ permit number, and location of the facility to which the sludge is transported.

These records shall be maintained on a monthly basis and shall be reported to the TCEQ Regional Office (MC Region 11) and the TCEQ Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year.

**CONTRIBUTING INDUSTRIES AND PRETREATMENT REQUIREMENTS**

1. The permittee shall operate an industrial pretreatment program in accordance with Sections 402(b)(8) and (9) of the Clean Water Act, the General Pretreatment Regulations (40 CFR Part 403), and the approved **City of Austin Publicly Owned Treatment Works (POTW)** pretreatment program submitted by the permittee. The pretreatment program was approved on **December 24, 1983**, modified on **July 22, 1994**, and subsequently modified on **June 2, 2005**.

The POTW pretreatment program is hereby incorporated by reference and shall be implemented in a manner consistent with the following requirements:

- a. Industrial user (IU) information shall be kept current according to 40 CFR §§403.8(f)(2)(i) and (ii) and updated at a frequency set forth in the approved pretreatment program to reflect accurate characterization of all IUs;
- b. The frequency and nature of IU compliance monitoring activities by the permittee shall be consistent with the approved POTW pretreatment program and commensurate with the character, consistency, and volume of waste. The permittee is required to inspect and sample the effluent from each significant industrial user (SIU) at least once per year, except as specified in 40 CFR § 403.8 (f)(2)(v). This is in addition to any industrial self-monitoring activities;
- c. The permittee shall enforce and obtain remedies for IU noncompliance with applicable pretreatment standards and requirements and the approved POTW pretreatment program;
- d. The permittee shall control through permit, order, or similar means, the contribution to the POTW by each IU to ensure compliance with applicable pretreatment standards and requirements and the approved POTW pretreatment program. In the case of SIUs (identified as significant under 40 CFR § 403.3 (v)), this control shall be achieved through individual permits or general control mechanisms, in accordance with 40 CFR § 403.8(f)(1)(iii).

Both individual and general control mechanisms must be enforceable and contain, at a minimum, the following conditions:

- (1) Statement of duration (in no case more than five years);
- (2) Statement of non-transferability without, at a minimum, prior notification to the POTW and provision of a copy of the existing control mechanism to the new owner or operator;
- (3) Effluent limits, which may include enforceable best management practices (BMPs), based on applicable general pretreatment standards, categorical pretreatment standards, local limits, and State and local law;
- (4) Self-monitoring, sampling, reporting, notification and record keeping requirements, identification of the pollutants to be monitored (including, if applicable, the process for seeking a waiver for a pollutant neither present nor expected to be present in the IU's discharge in accordance with 40 CFR §403.12(e)(2) or a specific waived pollutant in the case of an individual control mechanism), sampling location, sampling frequency, and sample type based on the applicable general pretreatment standards in 40 CFR Part 403, categorical pretreatment standards, local limits, and State and local law;

- (5) Statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements and any applicable compliance schedule. Such schedules may not extend the compliance date beyond federal deadlines; and
  - (6) Requirements to control slug discharges if determined by the POTW to be necessary.
- e. For those IUs who are covered by a general control mechanism, in order to implement 40 CFR § 403.8(f)(1)(iii)(A)(2), a monitoring waiver for a pollutant neither present nor expected to be present in the IU's discharge is not effective in the general control mechanism until after the POTW has provided written notice to the SIU that such a waiver request has been granted in accordance with 40 CFR § 403.12(e)(2);
  - f. The permittee shall evaluate, whether each SIU needs a plan or other action to control slug discharges, in accordance with 40 CFR § 403.8(f)(2)(vi). If the POTW decides that a slug control plan is needed, the plan shall contain at least the minimum elements required in 40 CFR § 403.8(f)(2)(vi);
  - g. The permittee shall provide adequate staff, equipment, and support capabilities to carry out all elements of the pretreatment program; and
  - h. The approved program shall not be modified by the permittee without the prior approval of the Executive Director, according to 40 CFR § 403.18.
2. The permittee is under a continuing duty to establish and enforce specific local limits to implement the provisions of 40 CFR § 403.5, develop and enforce local limits as necessary, and modify the approved pretreatment program as necessary to comply with federal, state, and local law, as amended. The permittee may develop BMPs to implement paragraphs 40 CFR §§ 403.5(c)(1) and (c)(2). Such BMPs shall be considered local limits and pretreatment standards. The permittee is required to effectively enforce such limits and to modify its pretreatment program, including the Legal Authority, Enforcement Response Plan, and Standard Operating Procedures (including forms), if required by the Executive Director, to reflect changing conditions at the POTW. Substantial modifications will be approved in accordance with 40 CFR § 403.18, and modifications will become effective upon approval by the Executive Director in accordance with 40 CFR § 403.18.

The legal authority and the POTW's pretreatment program are not in compliance with the current 40 CFR Part 403 regulations [*rev. Federal Register/ Vol. 70/ No. 198/ Friday, October 14, 2005/ Rules and Regulations, pages 60134-60798*] and the 30 TAC Chapter 315, as amended. The permittee has submitted a substantial modification package revising the existing the Legal Authority, and additional modifications to the pretreatment program including an Enforcement Response Plan, Standard Operating Procedures, and forms to incorporate all required [*i.e. more stringent*] Streamlining Rule provisions [*rev. Federal Register/ Vol. 70/ No. 198/ Friday, October 14, 2005/ Rules and Regulations, pages 60134-60798*]. In addition, the package includes the technical evaluation revising the existing technically based local limits (TBLLs). The Executive Director is currently reviewing this substantial modification package. If after review of the modification submission, the Executive Director determines that the submission does not comply with applicable requirements, including 40 CFR §§ 403.8 and 403.9, the Executive Director will notify the permittee. According to 40 CFR § 403.11(c), the notification will include suggested modifications to bring the modification submission into compliance with applicable

requirements, including 40 CFR §§ 403.8(b) and (f), and 40 CFR § 403.9(b). In such a case, revised information will be necessary for the Executive Director to make a determination on whether to approve or deny the permittee's modification submission.

Upon approval by the Executive Director of the substantial modification to this approved POTW pretreatment program, the requirement to develop and enforce specific prohibitions and/or limits to implement the prohibitions and limits set forth in 40 CFR §§ 403.5 (a)(1), (b), (c)(1) and (3), and (d) is a condition of this permit. The specific prohibitions set out in 40 CFR § 403.5(b) shall be enforced by the permittee unless modified under this provision.

3. The permittee shall analyze the treatment facility influent and effluent for the presence of the toxic pollutants listed in the Texas Surface Water Quality Standards [30 TAC Chapter 307], and listed in 40 CFR Part 122, Appendix D, Table II at least **once per six months** and the toxic pollutants in Table III at least **once per two months**. If, based upon information available to the permittee, there is reason to suspect the presence of any toxic or hazardous pollutant listed in 40 CFR Part 122, Appendix D, Table V, or any other pollutant, known or suspected to adversely affect treatment plant operation, receiving water quality, or solids disposal procedures, analysis for those pollutants shall be performed at least **once per two months** on both the influent and the effluent.

The influent and effluent samples collected shall be composite samples consisting of at least 12 aliquots collected at approximately equal intervals over a representative 24 hour period and composited according to flow. Sampling and analytical procedures shall be in accordance with guidelines established in 40 CFR Part 136, as amended; as approved by the EPA through the application for alternate test procedures; or as suggested in Tables E-1 and E-2 of the *Procedures to Implement the Texas Surface Water Quality Standards* (RG-194), June 2010, as amended and adopted by the TCEQ. The effluent samples shall be analyzed to the minimum analytical level (MAL). Where composite samples are inappropriate, due to sampling, holding time, or analytical constraints, at least four (4) grab samples shall be taken at equal intervals over a representative 24-hour period.

4. The permittee shall prepare annually a list of IUs which, during the preceding twelve (12) months, were in significant noncompliance (SNC) with applicable pretreatment requirements. For the purposes of this section of the permit, "CONTRIBUTING INDUSTRIES AND PRETREATMENT REQUIREMENTS", SNC shall be determined based upon the more stringent of either criteria established at 40 CFR § 403.8(f)(2)(viii) [rev. 10/14/05] or criteria established in the approved POTW pretreatment program. This list is to be published annually during the month of **December** in a newspaper of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW.

In addition, each **December** the permittee shall submit an updated pretreatment program annual status report, in accordance with 40 CFR §§ 403.12(i) and (m), to the TCEQ Stormwater & Pretreatment Team (MC148) of the Water Quality Division. The report summary shall be submitted on the Pretreatment Performance Summary (PPS) form [TCEQ-20218]. The report shall contain the following information as well as the information on the tables in this section:

- a. An updated list of all regulated IUs as indicated in this section. For each listed IU, the following information shall be included:

- (1) Standard Industrial Classification (SIC) or North American Industry Classification System (NAICS) code *and* categorical determination.
- (2) If the pretreatment program has been modified and approved to incorporate reduced monitoring for any of the categorical IUs as provided by 40 CFR Part 403 [rev. 10/14/05], then the list must also identify:
  - categorical IUs subject to the conditions for reduced monitoring and reporting requirements under 40 CFR §§ 403.12(e)(1) and (3);
  - those IUs that are non-significant categorical industrial users (NSCIUs) under 40 CFR § 403.3(v)(2); and
  - those IUs that are middle tier categorical industrial users (MTCIUs) under 40 CFR § 403.12(e)(3).
- (3) Control mechanism status.
  - Indicate whether the IU has an effective individual or general control mechanism, and the date such control mechanism was last issued, reissued, or modified;
  - Indicate which IUs were added to the system, or newly identified, during the pretreatment year reporting period;
  - Include the type of general control mechanisms; and
  - Report all NSCIU annual evaluations performed, as applicable.
- (4) A summary of all compliance monitoring activities performed by the POTW during the pretreatment year reporting period. The following information shall be reported:
  - Total number of inspections performed; and
  - Total number of sampling events conducted.
- (5) Status of IU compliance with effluent limitations, reporting, and narrative standard (which may include enforceable BMPs, narrative limits, and/or operational standards) requirements. Compliance status shall be defined as follows:
  - Compliant (C) - no violations during the pretreatment year reporting period;
  - Non-compliant (NC) - one or more violations during the pretreatment year reporting period but does not meet the criteria for SNC; and
  - Significant Noncompliance (SNC) - in accordance with requirements described above in this section.
- (6) a. For noncompliant IUs indicate the nature of the violations, the type and number of actions taken (notice of violation, administrative order, criminal or civil suit, fines or penalties collected, etc.) and current compliance status. If any IU was on a schedule to attain compliance with effluent limits or narrative standards, indicate the date the schedule was issued, and the date compliance is to be attained.
- b. A list of each IU whose authorization to discharge was terminated or revoked during the pretreatment year reporting period and the reason for termination.

- c. A report on any interference, pass through, upset, or POTW permit violations known or suspected to be caused by IUs and response actions taken by the permittee.
  - d. The results of all influent and effluent analyses performed pursuant to Item 3 of this section.
  - e. An original newspaper public notice, or copy of the newspaper publication with official affidavit, of the list of IUs that meet the criteria of SNC, giving the name of the newspaper and date the list was published.
  - f. The daily average water quality based effluent concentrations (from the TCEQ's Texas Toxicity Modeling Program (TexTox)) necessary to attain the Texas Surface Water Quality Standards, 30 TAC Chapter 307, in water in the state.
  - g. The maximum allowable headworks loading (MAHL) in pounds per day (lb/day) of the approved TBLLs or for each pollutant of concern (POC) for which the permittee has calculated a MAHL. In addition, the influent loading as a percent of the MAHL, using the annual average flow of the wastewater treatment plant in million gallons per day (MGD) during the pretreatment year reporting period, for each pollutant that has an adopted TBLL or for each POC for which the permittee has calculated a MAHL. *(See Endnotes No. 2 at the end of this section for the influent loading as a percent of the MAHL equation.)*
  - h. The permittee may submit the updated pretreatment program annual status report information in tabular form using the example table format provided. Please attach, on a separate sheet, explanations to document the various pretreatment activities, including IU permits that have expired, BMP violations, and any sampling events that were not conducted by the permittee as required.
  - i. A summary of changes to the POTW's pretreatment program that have not been previously reported to the Approval Authority.
5. The permittee shall provide adequate written notification to the Executive Director care of the Wastewater Permitting Section (MC 148) of the Water Quality Division, within 30 days of the permittee's knowledge of the following:
- a. Any new introduction of pollutants into the treatment works from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if the indirect discharger was directly discharging those pollutants; and
  - b. Any substantial change in the volume or character of pollutants being introduced into the treatment works by a source introducing pollutants into the treatment works at the time of issuance of the permit.

Adequate notice shall include information on the quality and quantity of effluent to be introduced into the treatment works, and any anticipated impact of the change on the quality or quantity of effluent to be discharged from the POTW.

*Revised March 2014*

**TPDES Pretreatment Program Annual Report Form for Updated Industrial Users List**

Reporting month/year: \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_

TPDES Permit No.: \_\_\_\_\_ Permittee: \_\_\_\_\_ Treatment Plant: \_\_\_\_\_

PRETREATMENT PROGRAM STATUS REPORT UPDATED INDUSTRIAL USERS' LIST																	
Industrial User Name	SIC or NAICS Code	CIU <sup>2</sup>	CONTROL MECHANISM				New User <sup>3</sup> (Y or N)	Times Inspected by the CA	Times Sampled by the CA	COMPLIANCE STATUS During the Pretreatment Year Reporting Period <sup>4</sup> (C = Compliant, NC = Noncompliant, SNC= Significant Noncompliance)							
			Y/N or NR <sup>5</sup>	IND or GEN or NR	Last Action <sup>6</sup>	TBLLs or TBLLs only <sup>7</sup>				REPORTS				NSCIU Certifications	Effluent Limits	Narrative Standards	
										BMR	90-Day	Semi-Annual	Self-Monitoring <sup>8</sup>				

- 1 Include all significant industrial users (SIUs), non-significant categorical industrial users (NSCIUs) as defined in 40 CFR § 403.3(v)(2), and/or middle tier categorical industrial users (MTCIUs) as defined in 40 CFR § 403.12(e)(3). Please do not include non-significant noncategorical IUs that are covered under best management practices (BMPs) or general control mechanisms.
- 2 Categorical determination (include 40 CFR citation and NSCIU or MTCIU status, if applicable).
- 3 Indicate whether the IU is a new user. If the answer is No or N, then indicate the expiration date of the last issued IU permit.
- 4 The term SNC applies to a broader range of violations, such as daily maximum, long-term average, instantaneous limits, and narrative standards (which may include enforceable BMPs, narrative limits and/or operational standards). Any other violation, or group of violations, which the POTW determines will adversely affect the operation or implementation of the local Pretreatment Program now includes BMP violations (40 CFR § 403.8(f)(2)(viii)(H)).
- 5 Code NR= None required (NSCIUs only); IND = individual control mechanism; GEN = general control mechanism. Include as a footnote (or on a separate page) the name of the general control mechanism used for similar groups of IUs, identify the similar types of operations and types of wastes that are the same for each general control mechanism. Any BMPs through general control mechanisms that are applied to nonsignificant IUs need to be reported separately, *e.g.* the sector type and BMP description.
- 6 Permit or NSCIU evaluations as applicable.
- 7 According to 40 CFR § 403.12(i)(1), indicate whether the IU is subject to technically based local limits (TBLLs) that are more stringent than categorical pretreatment standards, *e.g.* where there is one end-of-pipe sampling point at a CIU, and you have determined that the TBLLs are more stringent than the categorical pretreatment standards for any pollutant at the end-of-pipe sampling point; **OR** the IU is subject only to local limits (TBLLs only), *e.g.* the IU is a non-categorical SIU subject only to TBLLs at the end-of-pipe sampling point.
- 8 For those IUs where a monitoring waiver has been granted, please add the code "W" (after either C, NC, or SNC codes) and indicate the pollutant(s) for which the waiver has been granted.

**TPDES Pretreatment Program Annual Report Form for  
Industrial User Inventory Modifications**

**Reporting month/year:** \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_

**TPDES Permit No:** \_\_\_\_\_ **Permittee:** \_\_\_\_\_ **Treatment Plant:** \_\_\_\_\_

INDUSTRIAL USER INVENTORY MODIFICATIONS					
FACILITY NAME, ADDRESS AND CONTACT PERSON	ADD, CHANGE, DELETE  (Including categorical reclassification to NSCIU or MTCIU)	IF DELETION: Reason For Deletion	IF ADDITION OR SIGNIFICANT CHANGE:		
			PROCESS DESCRIPTION	POLLUTANTS (Including any sampling waiver given for each pollutant not present)	FLOW RATE <sup>9</sup> (In gpd) R = Regulated U = Unregulated T = Total

<sup>9</sup> For NSCIUs, total flow must be given, if regulated flow is not determined.



**TPDES Pretreatment Program Annual Report Form for Enforcement Actions Taken**

Reporting month/year: \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_

TPDES Permit No: \_\_\_\_\_ Permittee: \_\_\_\_\_ Treatment Plant: \_\_\_\_\_

Overall SNC \_\_\_\_% SNC <sup>10</sup> based on: Effluent Violations \_\_\_\_%

Reporting Violations \_\_\_\_% Narrative Standard Violations \_\_\_\_%

Noncompliant Industrial Users - Enforcement Actions Taken															
Industrial User Name	Nature of Violation <sup>11</sup>				Number of Actions Taken					Penalties Collected (Do not Include Surcharge)	Compliance Schedule			Current Status Returned to Compliance: (Y or N)	Comments
	Effluent Limits	Reports	NSCIU Certifications	Narrative Standards	NOV	A.O.	Civil	Criminal	Other		Y or N	Date Issued	Date Due		
		.											.		

10 # %

\_\_\_\_ Pretreatment Standards [WENDB-PSNC] (Local Limits/Categorical Standards)

\_\_\_\_ Reporting Requirements [WENDB-PSNC]

\_\_\_\_ Narrative Standards

11 Please specify a separate number for each type of violation, e.g. report, notification, and/or NSCIU certification.

**TPDES Pretreatment Program Annual Report Form for  
Influent and Effluent Monitoring Results<sup>1</sup>**

**Reporting month/year:** \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_

**TPDES Permit No.:** \_\_\_\_\_ **Permittee:** \_\_\_\_\_ **Treatment Plant:** \_\_\_\_\_

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
<b>METALS, CYANIDE AND PHENOLS</b>											
Antimony, Total											
Arsenic, Total											
Beryllium, Total											
Cadmium, Total											
Chromium, Total											
Chromium (Hex)											
Chromium (Tri) <sup>5</sup>											
Copper, Total											
Lead, Total											
Mercury, Total											
Nickel, Total											
Selenium, Total											
Silver, Total											
Thallium, Total											
Zinc, Total											
Cyanide, Available <sup>6</sup>											
Cyanide, Total											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
Phenols, Total											
<b>VOLATILE COMPOUNDS</b>											
Acrolein											
Acrylonitrile											
Benzene											
Bromoform							See TTHM				
Carbon Tetrachloride											
Chlorobenzene											
Chlorodibromomethane							See TTHM				
Chloroethane											
2-Chloroethylvinyl Ether											
Chloroform							See TTHM				
Dichlorobromomethane							See TTHM				
1,1-Dichloroethane											
1,2-Dichloroethane											
1,1-Dichloroethylene											
1,2-Dichloropropane											
1,3-Dichloropropylene											
Ethyl benzene											
Methyl Bromide											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
Methyl Chloride											
Methylene Chloride											
1,1,2,2-Tetra- chloroethane											
Tetrachloroethylene											
Toluene											
1,2-Trans- Dichloroethylene											
1,1,1-Trichloroethane											
1,1,2-Trichloroethane											
Trichloroethylene											
Vinyl Chloride											
<b>ACID COMPOUNDS</b>											
2-Chlorophenol											
2,4-Dichlorophenol											
2,4-Dimethylphenol											
4,6-Dinitro-o-Cresol											
2,4-Dinitrophenol											
2-Nitrophenol											
4-Nitrophenol											
P-Chloro-m-Cresol											
Pentachlorophenol											
Phenol											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
2,4,6-Trichlorophenol											
<b>BASE/NEUTRAL COMPOUNDS</b>											
Acenaphthene											
Acenaphthylene											
Anthracene											
Benzidine											
Benzo(a)Anthracene											
Benzo(a)Pyrene											
3,4-Benzofluoranthene											
Benzo(ghi)Perylene											
Benzo(k)Fluoranthene											
Bis(2-Chloroethoxy)Methane											
Bis(2-Chloroethyl)Ether											
Bis(2-Chloroisopropyl)Ether											
Bis(2-Ethylhexyl)Phthalate											
4-Bromophenyl Phenyl Ether											
Butylbenzyl Phthalate											
2-Chloronaphthalene											
4-Chlorophenyl Phenyl Ether											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
Chrysene											
Dibenzo(a,h)Anthracene											
1,2-Dichlorobenzene											
1,3-Dichlorobenzene											
1,4-Dichlorobenzene											
3,3-Dichlorobenzidine											
Diethyl Phthalate											
Dimethyl Phthalate											
Di-n-Butyl Phthalate											
2,4-Dinitrotoluene											
2,6-Dinitrotoluene											
Di-n-Octyl Phthalate											
1,2-Diphenyl Hydrazine											
Fluoranthene											
Fluorene											
Hexachlorobenzene											
Hexachlorobutadiene											
Hexachloro-cyclopentadiene											
Hexachloroethane											
Indeno(1,2,3-cd)pyrene											
Isophorone											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
Naphthalene											
Nitrobenzene											
N-Nitrosodimethylamine											
N-Nitrosodi-n-Propylamine											
N-Nitrosodiphenylamine											
Phenanthrene											
Pyrene											
1,2,4-Trichlorobenzene											
<b>PESTICIDES</b>											
Aldrin											
Alpha-hexachlorocyclohexane (BHC)											
beta-BHC											
gamma-BHC (Lindane)											
delta-BHC											
Chlordane											
4,4-DDT											
4,4-DDE											
4,4-DDD											
Dieldrin											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
alpha-Endosulfan											
beta-Endosulfan											
Endosulfan Sulfate											
Endrin											
Endrin Aldehyde											
Heptachlor											
Heptachlor Epoxide											
Polychlorinated biphenols (PCBs) <i>The sum of PCB concentrations not to exceed daily average value.</i>											
PCB-1242							See PCBs				
PCB-1254							See PCBs				
PCB-1221							See PCBs				
PCB-1232							See PCBs				
PCB-1248							See PCBs				
PCB-1260							See PCBs				
PCB-1016							See PCBs				
Toxaphene											
ADDITIONAL TOXIC POLLUTANTS REGULATED UNDER 30 TAC CHAPTER 307											
Aluminum											
Barium											



PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
Bis(chloromethyl) ether <sup>7</sup>											
Carbaryl											
Chloropyrifos											
Cresols											
2,4-D											
Danitol <sup>8</sup>											
Demeton											
Diazinon											
Dicofol											
Dioxin/Furans <sup>9</sup>											
Diuron											
Fluoride											
Guthion											
Hexachlorophene											
Malathion											
Methoxychlor											
Methyl Ethyl Ketone											
Mirex											
Nitrate-Nitrogen											
N-Nitrosodiethylamine											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL <sup>2</sup>	Daily Average Effluent Limit (µg/L) <sup>3</sup>	Effluent Measured in µg/L (Actual Concentration or < MAL) <sup>4</sup>			
		Date	Date	Date	Date			Date	Date	Date	Date
N-Nitroso-di-n-Butylamine											
Nonylphenol											
Parathion											
Pentachlorobenzene											
Pyridine											
1,2-Dibromoethane											
1,2,4,5-Tetrachlorobenzene											
2,4,5-TP (Silvex)											
Tributyltin <sup>9</sup>											
2,4,5-Trichlorophenol											
TTHM (Total Trihalomethanes)											

**Endnotes:**

1. It is advised that the permittee collect the influent and effluent samples considering flow detention time through each wastewater treatment plant (WWTP).
2. The MAHL of the approved TBLLs or for each pollutant of concern (POC) for which the permittee has calculated a MAHL. Only complete the column labeled, "Average Influent % of the MAHL", as a percentage, for pollutants that have approved TBLLs or for each POC for which the permittee has calculated a MAHL (U.S. Environmental Protection Agency *Local Limits Development Guidance*, July 2004, EPA933-R-04-002A).

The % of the MAHL is to be calculated using the following formulas:

$$\text{Equation A: } L_{\text{INF}} = (C_{\text{POLL}} \times Q_{\text{WWTP}} \times 8.34) / 1000$$

$$\text{Equation B: } L_{\%} = (L_{\text{INF}} / \text{MAHL}) \times 100$$

Where:

$L_{\text{INF}}$ =	Current Average (Avg) influent loading in lb/day
$C_{\text{POLL}}$ =	Avg concentration in $\mu\text{g/L}$ of all influent samples collected during the pretreatment year.
$Q_{\text{WWTP}}$ =	Annual average flow of the WWTP in MGD, defined as the arithmetic average of all daily flow determinations taken within the preceding 12 consecutive calendar months (or during the pretreatment year), and as described in the Definitions and Standard Permit Conditions section.
$L_{\%}$ =	% of the MAHL
MAHL =	Calculated MAHL in lb/day
8.34 =	Unit conversion factor

3. Daily average effluent limit (metal values are for total metals) as derived by the Texas Toxicity Modeling Program (TexTox). Effluent limits as calculated are designed to be protective of the Texas Surface Water Quality Standards. The permittee shall determine and indicate which effluent limit is the most stringent between the 30 TAC Chapter 319, Subchapter B (Hazardous Metals) limit, TexTox values, or any applicable limit in the Effluent Limitations and Monitoring Requirements Section of the TPDES permit. Shaded blocks need not be filled in unless the permittee has received a permit requirement/limit for the particular parameter.
4. Minimum analytical levels (MALs) and analytical methods as suggested in Tables E-1 and E-2 of the *Procedures to Implement the Texas Surface Water Quality Standards* (June 2010), as amended and adopted by the TCEQ. Pollutants that are not detectable above the MAL need to be reported as less than (<) the MAL numeric value.
5. Report result by subtracting Hexavalent Chromium from Total Chromium.
6. Either the method for Amenable to Chlorination or Weak-Acid Dissociable is authorized.
7. Hydrolyzes in water. Will not require permittee to analyze at this time.
8. EPA procedure not approved. Will not require permittee to analyze at this time.
9. Analyses are not required at this time for these pollutants unless there is reason to believe these pollutants may be present.

**BIOMONITORING REQUIREMENTS****CHRONIC BIOMONITORING REQUIREMENTS: FRESHWATER**

The provisions of this section apply to Outfall 001 for WET testing.

1. Scope, Frequency, and Methodology

- a. The permittee shall test the effluent for toxicity in accordance with the provisions below. Such testing will determine if an appropriately dilute effluent sample adversely affects the survival, reproduction, or growth of the test organisms.
- b. The permittee shall conduct the following toxicity tests using the test organisms, procedures, and quality assurance requirements specified in this part of this permit and in accordance with "Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms" (EPA-821-R-02-013), fourth edition or its most recent update:
  - 1) Chronic static renewal 7-day survival and reproduction test using the water flea (*Ceriodaphnia dubia*) (Method 1002.0). This test should be terminated when 60% of the surviving adults in the control produce three broods or at the end of eight days, whichever occurs first. This test shall be conducted once per quarter.
  - 2) Chronic static renewal 7-day larval survival and growth test using the fathead minnow (*Pimephales promelas*) (Method 1000.0). A minimum of five replicates with eight organisms per replicate shall be used in the control and in each dilution. This test shall be conducted once per quarter.

The permittee must perform and report a valid test for each test species during the prescribed reporting period. An invalid test must be repeated during the same reporting period. An invalid test is defined as any test failing to satisfy the test acceptability criteria, procedures, and quality assurance requirements specified in the test methods and permit.

- c. The permittee shall use five effluent dilution concentrations and a control in each toxicity test. These effluent dilution concentrations are 16%, 22%, 29%, 39%, and 52% effluent. The critical dilution, defined as 39% effluent, is the effluent concentration representative of the proportion of effluent in the receiving water during critical low flow or critical mixing conditions.
- d. This permit may be amended to require a WET limit, a chemical-specific effluent limit, a best management practice, or other appropriate actions to address toxicity. The permittee may be required to conduct a toxicity reduction evaluation (TRE) after multiple toxic events.
- e. Testing Frequency Reduction
  - 1) If none of the first four consecutive quarterly tests demonstrates significant toxicity, the permittee may submit this information in writing

and, upon approval, reduce the testing frequency to once per six months for the invertebrate test species and once per year for the vertebrate test species.

- 2) If one or more of the first four consecutive quarterly tests demonstrates significant toxicity, the permittee shall continue quarterly testing for that species until this permit is reissued. If a testing frequency reduction had been previously granted and a subsequent test demonstrates significant toxicity, the permittee shall resume a quarterly testing frequency for that species until this permit is reissued.

2. Required Toxicity Testing Conditions

- a. Test Acceptance - The permittee shall repeat any toxicity test, including the control and all effluent dilutions, which fail to meet the following criteria:
  - 1) a control mean survival of 80% or greater;
  - 2) a control mean number of water flea neonates per surviving adult of 15 or greater;
  - 3) a control mean dry weight of surviving fathead minnow larvae of 0.25 mg or greater;
  - 4) a control coefficient of variation percent (CV%) of 40 or less in between replicates for the young of surviving females in the water flea test; and the growth and survival endpoints in the fathead minnow test;
  - 5) a critical dilution CV% of 40 or less for the young of surviving females in the water flea test; and the growth and survival endpoints for the fathead minnow test. However, if statistically significant lethal or nonlethal effects are exhibited at the critical dilution, a CV% greater than 40 shall not invalidate the test;
  - 6) a percent minimum significant difference of 47 or less for water flea reproduction; and
  - 7) a percent minimum significant difference of 30 or less for fathead minnow growth.
- b. Statistical Interpretation
  - 1) For the water flea survival test, the statistical analyses used to determine if there is a significant difference between the control and an effluent dilution shall be the Fisher's exact test as described in the manual referenced in in Part 1.b.
  - 2) For the water flea reproduction test and the fathead minnow larval survival and growth tests, the statistical analyses used to determine if there is a significant difference between the control and an effluent dilution shall be in accordance with the manual referenced in Part 1.b.

- 3) The permittee is responsible for reviewing test concentration-response relationships to ensure that calculated test-results are interpreted and reported correctly. The document entitled "Method Guidance and Recommendation for Whole Effluent Toxicity (WET) Testing (40 CFR Part 136)" (EPA 821-B-00-004) provides guidance on determining the validity of test results.
- 4) If significant lethality is demonstrated (that is, there is a statistically significant difference in survival at the critical dilution when compared to the survival in the control), the conditions of test acceptability are met, and the survival of the test organisms are equal to or greater than 80% in the critical dilution and all dilutions below that, then the permittee shall report a survival No Observed Effect Concentration (NOEC) of not less than the critical dilution for the reporting requirements.
- 5) The NOEC is defined as the greatest effluent dilution at which no significant effect is demonstrated. The Lowest Observed Effect Concentration (LOEC) is defined as the lowest effluent dilution at which a significant effect is demonstrated. A significant effect is defined as a statistically significant difference between the survival, reproduction, or growth of the test organism in a specified effluent dilution when compared to the survival, reproduction, or growth of the test organism in the control.
- 6) The use of NOECs and LOECs assumes either a monotonic (continuous) concentration-response relationship or a threshold model of the concentration-response relationship. For any test result that demonstrates a non-monotonic (non-continuous) response, the NOEC should be determined based on the guidance manual referenced in Item 3.
- 7) Pursuant to the responsibility assigned to the permittee in Part 2.b.3), test results that demonstrate a non-monotonic (non-continuous) concentration-response relationship may be submitted, prior to the due date, for technical review. The guidance manual referenced in Item 3 will be used when making a determination of test acceptability.
- 8) TCEQ staff will review test results for consistency with rules, procedures, and permit requirements.

c. Dilution Water

- 1) Dilution water used in the toxicity tests must be the receiving water collected at a point upstream of the discharge point as close as possible to the discharge point but unaffected by the discharge. Where the toxicity tests are conducted on effluent discharges to receiving waters that are classified as intermittent streams, or where the toxicity tests are conducted on effluent discharges where no receiving water is available due to zero flow conditions, the permittee shall:

- a) substitute a synthetic dilution water that has a pH, hardness, and alkalinity similar to that of the closest downstream perennial water unaffected by the discharge; or
    - b) use the closest downstream perennial water unaffected by the discharge.
  - 2) Where the receiving water proves unsatisfactory as a result of pre-existing instream toxicity (i.e. fails to fulfill the test acceptance criteria of Part 2.a.), the permittee may substitute synthetic dilution water for the receiving water in all subsequent tests provided the unacceptable receiving water test met the following stipulations:
    - a) a synthetic lab water control was performed (in addition to the receiving water control) which fulfilled the test acceptance requirements of Part 2.a;
    - b) the test indicating receiving water toxicity was carried out to completion (i.e., 7 days); and
    - c) the permittee submitted all test results indicating receiving water toxicity with the reports and information required in Part 3.
  - 3) The synthetic dilution water shall consist of standard, moderately hard, reconstituted water. Upon approval, the permittee may substitute other appropriate dilution water with chemical and physical characteristics similar to that of the receiving water.
- d. Samples and Composites
- 1) The permittee shall collect a minimum of three composite samples from Outfall 001. The second and third composite samples will be used for the renewal of the dilution concentrations for each toxicity test.
  - 2) The permittee shall collect the composite samples such that the samples are representative of any periodic episode of chlorination, biocide usage, or other potentially toxic substance being discharged on an intermittent basis.
  - 3) The permittee shall initiate the toxicity tests within 36 hours after collection of the last portion of the first composite sample. The holding time for any subsequent composite sample shall not exceed 72 hours. Samples shall be maintained at a temperature of 0-6 degrees Centigrade during collection, shipping, and storage.
  - 4) If Outfall 001 ceases discharging during the collection of effluent samples, the requirements for the minimum number of effluent samples, the minimum number of effluent portions, and the sample holding time are waived during that sampling period. However, the permittee must have collected an effluent composite sample volume sufficient to complete the required toxicity tests with renewal of the effluent. When possible, the

effluent samples used for the toxicity tests shall be collected on separate days if the discharge occurs over multiple days. The sample collection duration and the static renewal protocol associated with the abbreviated sample collection must be documented in the full report.

- 5) The effluent samples shall not be dechlorinated after sample collection.

3. Reporting

All reports, tables, plans, summaries, and related correspondence required in this section shall be submitted to the attention of the Standards Implementation Team (MC 150) of the Water Quality Division.

- a. The permittee shall prepare a full report of the results of all tests conducted in accordance with the manual referenced in Part 1.b. for every valid and invalid toxicity test initiated whether carried to completion or not.
- b. The permittee shall routinely report the results of each biomonitoring test on the Table 1 forms provided with this permit.
  - 1) Annual biomonitoring test results are due on or before January 20th for biomonitoring conducted during the previous 12-month period.
  - 2) Semiannual biomonitoring test results are due on or before July 20th and January 20th for biomonitoring conducted during the previous 6-month period.
  - 3) Quarterly biomonitoring test results are due on or before April 20th, July 20th, October 20th, and January 20th for biomonitoring conducted during the previous calendar quarter.
  - 4) Monthly biomonitoring test results are due on or before the 20th day of the month following sampling.
- c. Enter the following codes for the appropriate parameters for valid tests only:
  - 1) For the water flea, Parameter TLP3B, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
  - 2) For the water flea, Parameter TOP3B, report the NOEC for survival.
  - 3) For the water flea, Parameter TXP3B, report the LOEC for survival.
  - 4) For the water flea, Parameter TWP3B, enter a "1" if the NOEC for reproduction is less than the critical dilution; otherwise, enter a "0."
  - 5) For the water flea, Parameter TPP3B, report the NOEC for reproduction.
  - 6) For the water flea, Parameter TYP3B, report the LOEC for reproduction.
  - 7) For the fathead minnow, Parameter TLP6C, enter a "1" if the NOEC for



survival is less than the critical dilution; otherwise, enter a "o."

- 8) For the fathead minnow, Parameter TOP6C, report the NOEC for survival.
- 9) For the fathead minnow, Parameter TXP6C, report the LOEC for survival.
- 10) For the fathead minnow, Parameter TWP6C, enter a "1" if the NOEC for growth is less than the critical dilution; otherwise, enter a "o."
- 11) For the fathead minnow, Parameter TPP6C, report the NOEC for growth.
- 12) For the fathead minnow, Parameter TYP6C, report the LOEC for growth.

d. Enter the following codes for retests only:

- 1) For retest number 1, Parameter 22415, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "o."
- 2) For retest number 2, Parameter 22416, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "o."

#### 4. Persistent Toxicity

The requirements of this Part apply only when a test demonstrates a significant effect at the critical dilution. Significant lethality and significant effect were defined in Part 2.b. Significant sublethality is defined as a statistically significant difference in growth/reproduction at the critical dilution when compared to the growth/reproduction in the control.

- a. The permittee shall conduct a total of 2 additional tests (retests) for any species that demonstrates a significant effect (lethal or sublethal) at the critical dilution. The two retests shall be conducted monthly during the next two consecutive months. The permittee shall not substitute either of the two retests in lieu of routine toxicity testing. All reports shall be submitted within 20 days of test completion. Test completion is defined as the last day of the test.
- b. If the retests are performed due to a demonstration of significant lethality, and one or both of the two retests specified in Part 4.a. demonstrates significant lethality, the permittee shall initiate the TRE requirements as specified in Part 5. The provisions of Part 4.a. are suspended upon completion of the two retests and submittal of the TRE action plan and schedule defined in Part 5.

If neither test demonstrates significant lethality and the permittee is testing under the reduced testing frequency provision of Part 1.e., the permittee shall return to a quarterly testing frequency for that species.

- c. If the two retests are performed due to a demonstration of significant sublethality, and one or both of the two retests specified in Part 4.a. demonstrates significant lethality, the permittee shall again perform two retests as stipulated in Part 4.a.

- d. If the two retests are performed due to a demonstration of significant sublethality, and neither test demonstrates significant lethality, the permittee shall continue testing at the quarterly frequency.
- e. Regardless of whether retesting for lethal or sublethal effects, or a combination of the two, no more than one retest per month is required for a species.

5. Toxicity Reduction Evaluation

- a. Within 45 days of the retest that demonstrates significant lethality, or within 45 days of being so instructed due to multiple toxic events, the permittee shall submit a general outline for initiating a TRE. The outline shall include, but not be limited to, a description of project personnel, a schedule for obtaining consultants (if needed), a discussion of influent and effluent data available for review, a sampling and analytical schedule, and a proposed TRE initiation date.
- b. Within 90 days of the retest that demonstrates significant lethality, or within 90 days of being so instructed due to multiple toxic events, the permittee shall submit a TRE action plan and schedule for conducting a TRE. The plan shall specify the approach and methodology to be used in performing the TRE. A TRE is a step-wise investigation combining toxicity testing with physical and chemical analyses to determine actions necessary to eliminate or reduce effluent toxicity to a level not effecting significant lethality at the critical dilution. The TRE action plan shall describe an approach for the reduction or elimination of lethality for both test species defined in Part 1.b. At a minimum, the TRE action plan shall include the following:
  - 1) Specific Activities - The TRE action plan shall specify the approach the permittee intends to utilize in conducting the TRE, including toxicity characterizations, identifications, confirmations, source evaluations, treatability studies, and alternative approaches. When conducting characterization analyses, the permittee shall perform multiple characterizations and follow the procedures specified in the document entitled "Toxicity Identification Evaluation: Characterization of Chronically Toxic Effluents, Phase I" (EPA/600/6-91/005F) or alternate procedures. The permittee shall perform multiple identifications and follow the methods specified in the documents entitled "Methods for Aquatic Toxicity Identification Evaluations, Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/080) and "Methods for Aquatic Toxicity Identification Evaluations: Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/081). All characterization, identification, and confirmation tests shall be conducted in an orderly and logical progression;
  - 2) Sampling Plan - The TRE action plan should describe sampling locations, methods, holding times, chain of custody, and preservation techniques. The effluent sample volume collected for all tests shall be adequate to perform the toxicity characterization/identification/confirmation procedures and chemical-specific analyses when the toxicity tests show significant lethality. Where the permittee has identified or suspects a

specific pollutant and source of effluent toxicity, the permittee shall conduct, concurrent with toxicity testing, chemical-specific analyses for the identified and suspected pollutant and source of effluent toxicity;

- 3) Quality Assurance Plan - The TRE action plan should address record keeping and data evaluation, calibration and standardization, baseline tests, system blanks, controls, duplicates, spikes, toxicity persistence in the samples, randomization, reference toxicant control charts, and mechanisms to detect artifactual toxicity; and
  - 4) Project Organization - The TRE action plan should describe the project staff, project manager, consulting engineering services (where applicable), consulting analytical and toxicological services, etc.
- c. Within 30 days of submittal of the TRE action plan and schedule, the permittee shall implement the TRE.
- d. The permittee shall submit quarterly TRE activities reports concerning the progress of the TRE. The quarterly reports are due on or before April 20th, July 20th, October 20th, and January 20th. The report shall detail information regarding the TRE activities including:
- 1) results and interpretation of any chemical-specific analyses for the identified and suspected pollutant performed during the quarter;
  - 2) results and interpretation of any characterization, identification, and confirmation tests performed during the quarter;
  - 3) any data and substantiating documentation which identifies the pollutant(s) and source of effluent toxicity;
  - 4) results of any studies/evaluations concerning the treatability of the facility's effluent toxicity;
  - 5) any data that identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to meet no significant lethality at the critical dilution; and
  - 6) any changes to the initial TRE plan and schedule that are believed necessary as a result of the TRE findings.

Copies of the TRE activities report shall also be submitted to the U.S. EPA Region 6 office.

- e. During the TRE, the permittee shall perform, at a minimum, quarterly testing using the more sensitive species. Testing for the less sensitive species shall continue at the frequency specified in Part 1.b.
- f. If the effluent ceases to effect significant lethality, i.e., there is a cessation of lethality, the permittee may end the TRE. A cessation of lethality is defined as no significant lethality for a period of 12 consecutive months with at least monthly

testing. At the end of the 12 months, the permittee shall submit a statement of intent to cease the TRE and may then resume the testing frequency specified in Part 1.b.

This provision accommodates situations where operational errors and upsets, spills, or sampling errors triggered the TRE, in contrast to a situation where a single toxicant or group of toxicants cause lethality. This provision does not apply as a result of corrective actions taken by the permittee. Corrective actions are defined as proactive efforts that eliminate or reduce effluent toxicity. These include, but are not limited to, source reduction or elimination, improved housekeeping, changes in chemical usage, and modifications of influent streams and effluent treatment.

The permittee may only apply this cessation of lethality provision once. If the effluent again demonstrates significant lethality to the same species, the permit will be amended to add a WET limit with a compliance period, if appropriate. However, prior to the effective date of the WET limit, the permittee may apply for a permit amendment removing and replacing the WET limit with an alternate toxicity control measure by identifying and confirming the toxicant and an appropriate control measure.

- g. The permittee shall complete the TRE and submit a final report on the TRE activities no later than 28 months from the last test day of the retest that confirmed significant lethal effects at the critical dilution. The permittee may petition the Executive Director (in writing) for an extension of the 28-month limit. However, to warrant an extension the permittee must have demonstrated due diligence in its pursuit of the toxicity identification evaluation/TRE and must prove that circumstances beyond its control stalled the toxicity identification evaluation/TRE. The report shall provide information pertaining to the specific control mechanism selected that will, when implemented, result in the reduction of effluent toxicity to no significant lethality at the critical dilution. The report shall also provide a specific corrective action schedule for implementing the selected control mechanism. A copy of the TRE final report shall also be submitted to the U.S. EPA Region 6 office.
- h. Based on the results of the TRE and proposed corrective actions, this permit may be amended to modify the biomonitoring requirements, where necessary, require a compliance schedule for implementation of corrective actions, specify a WET limit, specify a best management practice, and specify a chemical-specific limit.

TABLE 1 (SHEET 1 OF 4)

## BIOMONITORING REPORTING

## CERIODAPHNIA DUBIA SURVIVAL AND REPRODUCTION

Dates and Times      No. 1 FROM: \_\_\_\_\_ Date Time TO: \_\_\_\_\_ Date Time  
 Composites  
 Collected      No. 2 FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
                          No. 3 FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Test initiated: \_\_\_\_\_ am/pm \_\_\_\_\_ date

Dilution water used: \_\_\_\_\_ Receiving water \_\_\_\_\_ Synthetic Dilution water

## NUMBER OF YOUNG PRODUCED PER ADULT AT END OF TEST

REP	Percent effluent					
	0%	16%	22%	29%	39%	52%
A						
B						
C						
D						
E						
F						
G						
H						
I						
J						
Survival Mean						
Total Mean						
CV%*						
PMSD						

\*Coefficient of Variation = standard deviation x 100/mean (calculation based on young of the surviving adults)

Designate males (M), and dead females (D), along with number of neonates (x) released prior to death.

TABLE 1 (SHEET 2 OF 4)

## CERIODAPHNIA DUBIA SURVIVAL AND REPRODUCTION TEST

1. Dunnett's Procedure or Steel's Many-One Rank Test or Wilcoxon Rank Sum Test (with Bonferroni adjustment) or t-test (with Bonferroni adjustment) as appropriate:

Is the mean number of young produced per adult significantly less than the number of young per adult in the control for the % effluent corresponding to significant nonlethal effects?

CRITICAL DILUTION (39%): \_\_\_\_\_ YES \_\_\_\_\_ NO

## PERCENT SURVIVAL

Time of Reading	Percent effluent					
	0%	16%	22%	29%	39%	52%
24h						
48h						
End of Test						

2. Fisher's Exact Test:

Is the mean survival at test end significantly less than the control survival for the % effluent corresponding to lethality?

CRITICAL DILUTION (39%): \_\_\_\_\_ YES \_\_\_\_\_ NO

3. Enter percent effluent corresponding to each NOEC\LOEC below:

a.) NOEC survival = \_\_\_\_\_% effluent

b.) LOEC survival = \_\_\_\_\_% effluent

c.) NOEC reproduction = \_\_\_\_\_% effluent

d.) LOEC reproduction = \_\_\_\_\_% effluent

TABLE 1 (SHEET 3 OF 4)

## BIOMONITORING REPORTING

## FATHEAD MINNOW LARVAE GROWTH AND SURVIVAL

Dates and Times Composites Collected

No. 1 FROM: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ TO: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

No. 2 FROM: \_\_\_\_\_ TO: \_\_\_\_\_

No. 3 FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Test initiated: \_\_\_\_\_ am/pm \_\_\_\_\_ date

Dilution water used: \_\_\_\_\_ Receiving water \_\_\_\_\_ Synthetic dilution water

## FATHEAD MINNOW GROWTH DATA

Effluent Concentration	Average Dry Weight in replicate chambers					Mean Dry Weight	CV%*
	A	B	C	D	E		
0%							
16%							
22%							
29%							
39%							
52%							
PMSD							

\* Coefficient of Variation = standard deviation x 100/mean

1. Dunnett's Procedure or Steel's Many-One Rank Test or Wilcoxon Rank Sum Test (with Bonferroni adjustment) or t-test (with Bonferroni adjustment) as appropriate:

Is the mean dry weight (growth) at 7 days significantly less than the control's dry weight (growth) for the % effluent corresponding to significant nonlethal effects?

CRITICAL DILUTION (39%): \_\_\_\_\_ YES \_\_\_\_\_ NO

TABLE 1 (SHEET 4 OF 4)  
BIOMONITORING REPORTING  
FATHEAD MINNOW GROWTH AND SURVIVAL TEST  
FATHEAD MINNOW SURVIVAL DATA

Effluent Concentration	Percent Survival in replicate chambers					Mean percent survival			CV%*
	A	B	C	D	E	24h	48h	7 day	
0%									
16%									
22%									
29%									
39%									
52%									

\* Coefficient of Variation = standard deviation x 100/mean

2. Dunnett's Procedure or Steel's Many-One Rank Test or Wilcoxon Rank Sum Test (with Bonferroni adjustment) or t-test (with Bonferroni adjustment) as appropriate:

Is the mean survival at 7 days significantly less than the control survival for the % effluent corresponding to lethality?

CRITICAL DILUTION (39%): \_\_\_\_\_ YES \_\_\_\_\_ NO

3. Enter percent effluent corresponding to each NOEC\LOEC below:

a.) NOEC survival = \_\_\_\_\_% effluent

b.) LOEC survival = \_\_\_\_\_% effluent

c.) NOEC growth = \_\_\_\_\_% effluent

d.) LOEC growth = \_\_\_\_\_% effluent



24-HOUR ACUTE BIOMONITORING REQUIREMENTS: FRESHWATER

The provisions of this section apply to Outfall 001 for WET testing.

1. Scope, Frequency, and Methodology

- a. The permittee shall test the effluent for lethality in accordance with the provisions in this section. Such testing will determine compliance with Texas Surface Water Quality Standard 30 TAC § 307.6(e)(2)(B), which requires greater than 50% survival of the appropriate test organisms in 100% effluent for a 24-hour period.
- b. The toxicity tests specified shall be conducted once per six months. The permittee shall conduct the following toxicity tests using the test organisms, procedures, and quality assurance requirements specified in this section of the permit and in accordance with "Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms" (EPA-821-R-02-012), fifth edition or its most recent update:
  - 1) Acute 24-hour static toxicity test using the water flea (*Daphnia pulex* or *Ceriodaphnia dubia*). A minimum of five replicates with eight organisms per replicate shall be used in the control and each dilution.
  - 2) Acute 24-hour static toxicity test using the fathead minnow (*Pimephales promelas*). A minimum of five replicates with eight organisms per replicate shall be used in the control and each dilution.

A valid test result must be submitted for each reporting period. The permittee must report, and then repeat, an invalid test during the same reporting period. The repeat test shall include the control and the 100% effluent dilution and use the appropriate number of organisms and replicates, as specified above. An invalid test is defined as any test failing to satisfy the test acceptability criteria, procedures, and quality assurance requirements specified in the test methods and permit.

- c. In addition to an appropriate control, a 100% effluent concentration shall be used in the toxicity tests. The control and dilution water shall consist of standard, synthetic, moderately hard, reconstituted water.
- d. This permit may be amended to require a WET limit, a best management practice, a chemical-specific limit, or other appropriate actions to address toxicity. The permittee may be required to conduct a toxicity reduction evaluation (TRE) after multiple toxic events.

2. Required Toxicity Testing Conditions

- a. Test Acceptance - The permittee shall repeat any toxicity test, including the control, if the control fails to meet a mean survival equal to or greater than 90%.
- b. Dilution Water - In accordance with Part 1.c., the control and dilution water shall consist of standard, synthetic, moderately hard, reconstituted water.

## c. Samples and Composites

- 1) The permittee shall collect one composite sample from Outfall 001.
- 2) The permittee shall collect the composite sample such that the sample is representative of any periodic episode of chlorination, biocide usage, or other potentially toxic substance being discharged.
- 3) The permittee shall initiate the toxicity tests within 36 hours after collection of the last portion of the composite sample. The sample shall be maintained at a temperature of 0-6 degrees Centigrade during collection, shipping, and storage.
- 4) If Outfall 001 ceases discharging during the collection of the effluent composite sample, the requirements for the minimum number of effluent portions are waived. However, the permittee must have collected a composite sample volume sufficient for completion of the required test. The abbreviated sample collection, duration, and methodology must be documented in the full report.
- 5) The effluent sample shall not be dechlorinated after sample collection.

3. Reporting

All reports, tables, plans, summaries, and related correspondence required in this section shall be submitted to the attention of the Standards Implementation Team (MC 150) of the Water Quality Division.

- a. The permittee shall prepare a full report of the results of all tests conducted in accordance with the manual referenced in Part 1.b. for every valid and invalid toxicity test initiated.
- b. The permittee shall routinely report the results of each biomonitoring test on the Table 2 forms provided with this permit.
  - 1) Semiannual biomonitoring test results are due on or before July 20th and January 20th for biomonitoring conducted during the previous 6-month period.
  - 2) Quarterly biomonitoring test results are due on or before April 20th, July 20th, and October 20th, and January 20th for biomonitoring conducted during the previous calendar quarter.
- c. Enter the following codes for the appropriate parameters for valid tests only:
  - 1) For the water flea, Parameter TIE3D, enter a "0" if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter a "1."

- 2) For the fathead minnow, Parameter TIE6C, enter a "o" if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter a "1."
- d. Enter the following codes for retests only:
  - 1) For retest number 1, Parameter 22415, enter a "o" if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter a "1."
  - 2) For retest number 2, Parameter 22416, enter a "o" if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter a "1."

4. Persistent Mortality

The requirements of this part apply when a toxicity test demonstrates significant lethality, which is defined as a mean mortality of 50% or greater of organisms exposed to the 100% effluent concentration for 24 hours.

- a. The permittee shall conduct 2 additional tests (retests) for each species that demonstrates significant lethality. The two retests shall be conducted once per week for 2 weeks. Five effluent dilution concentrations in addition to an appropriate control shall be used in the retests. These effluent concentrations are 6%, 13%, 25%, 50% and 100% effluent. The first retest shall be conducted within 15 days of the laboratory determination of significant lethality. All test results shall be submitted within 20 days of test completion of the second retest. Test completion is defined as the 24th hour.
- b. If one or both of the two retests specified in Part 4.a. demonstrates significant lethality, the permittee shall initiate the TRE requirements as specified in Part 5.

5. Toxicity Reduction Evaluation

- a. Within 45 days of the retest that demonstrates significant lethality, the permittee shall submit a general outline for initiating a TRE. The outline shall include, but not be limited to, a description of project personnel, a schedule for obtaining consultants (if needed), a discussion of influent and effluent data available for review, a sampling and analytical schedule, and a proposed TRE initiation date.
- b. Within 90 days of the retest that demonstrates significant lethality, the permittee shall submit a TRE action plan and schedule for conducting a TRE. The plan shall specify the approach and methodology to be used in performing the TRE. A TRE is a step-wise investigation combining toxicity testing with physical and chemical analyses to determine actions necessary to eliminate or reduce effluent toxicity to a level not effecting significant lethality at the critical dilution. The TRE action plan shall lead to the successful elimination of significant lethality for both test species defined in Part 1.b. At a minimum, the TRE action plan shall include the following:

- 1) Specific Activities - The TRE action plan shall specify the approach the permittee intends to utilize in conducting the TRE, including toxicity characterizations, identifications, confirmations, source evaluations, treatability studies, and alternative approaches. When conducting characterization analyses, the permittee shall perform multiple characterizations and follow the procedures specified in the document entitled "Methods for Aquatic Toxicity Identification Evaluations: Phase I Toxicity Characterization Procedures" (EPA/600/6-91/003) or alternate procedures. The permittee shall perform multiple identifications and follow the methods specified in the documents entitled "Methods for Aquatic Toxicity Identification Evaluations: Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/080) and "Methods for Aquatic Toxicity Identification Evaluations: Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/081). All characterization, identification, and confirmation tests shall be conducted in an orderly and logical progression;
  - 2) Sampling Plan - The TRE action plan should describe sampling locations, methods, holding times, chain of custody, and preservation techniques. The effluent sample volume collected for all tests shall be adequate to perform the toxicity characterization/identification/confirmation procedures and chemical-specific analyses when the toxicity tests show significant lethality. Where the permittee has identified or suspects specific pollutant and source of effluent toxicity, the permittee shall conduct, concurrent with toxicity testing, chemical-specific analyses for the identified and suspected pollutant and source of effluent toxicity;
  - 3) Quality Assurance Plan - The TRE action plan should address record keeping and data evaluation, calibration and standardization, baseline tests, system blanks, controls, duplicates, spikes, toxicity persistence in the samples, randomization, reference toxicant control charts, and mechanisms to detect artifactual toxicity; and
  - 4) Project Organization - The TRE Action Plan should describe the project staff, project manager, consulting engineering services (where applicable), consulting analytical and toxicological services, etc.
- c. Within 30 days of submittal of the TRE action plan and schedule, the permittee shall implement the TRE.
- d. The permittee shall submit quarterly TRE activities reports concerning the progress of the TRE. The quarterly TRE activities reports are due on or before April 20th, July 20th, October 20th, and January 20th. The report shall detail information regarding the TRE activities including:
- 1) results and interpretation of any chemical-specific analyses for the identified and suspected pollutant performed during the quarter;
  - 2) results and interpretation of any characterization, identification, and confirmation tests performed during the quarter;

- 3) any data and substantiating documentation that identifies the pollutant and source of effluent toxicity;
- 4) results of any studies/evaluations concerning the treatability of the facility's effluent toxicity;
- 5) any data that identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to eliminate significant lethality; and
- 6) any changes to the initial TRE plan and schedule that are believed necessary as a result of the TRE findings.

Copies of the TRE activities report shall also be submitted to the U.S. EPA Region 6 office.

- e. During the TRE, the permittee shall perform, at a minimum, quarterly testing using the more sensitive species. Testing for the less sensitive species shall continue at the frequency specified in Part 1.b.
- f. If the effluent ceases to effect significant lethality, i.e., there is a cessation of lethality, the permittee may end the TRE. A cessation of lethality is defined as no significant lethality for a period of 12 consecutive weeks with at least weekly testing. At the end of the 12 weeks, the permittee shall submit a statement of intent to cease the TRE and may then resume the testing frequency specified in Part 1.b.

This provision accommodates situations where operational errors and upsets, spills, or sampling errors triggered the TRE, in contrast to a situation where a single toxicant or group of toxicants cause lethality. This provision does not apply as a result of corrective actions taken by the permittee. Corrective actions are defined as proactive efforts that eliminate or reduce effluent toxicity. These include, but are not limited to, source reduction or elimination, improved housekeeping, changes in chemical usage, and modifications of influent streams and effluent treatment.

The permittee may only apply this cessation of lethality provision once. If the effluent again demonstrates significant lethality to the same species, the permit will be amended to add a WET limit with a compliance period, if appropriate. However, prior to the effective date of the WET limit, the permittee may apply for a permit amendment removing and replacing the WET limit with an alternate toxicity control measure by identifying and confirming the toxicant and an appropriate control measure.

- g. The permittee shall complete the TRE and submit a final report on the TRE activities no later than 18 months from the last test day of the retest that demonstrates significant lethality. The permittee may petition the Executive Director (in writing) for an extension of the 18-month limit. However, to warrant an extension the permittee must have demonstrated due diligence in its pursuit of the toxicity identification evaluation/TRE and must prove that circumstances

beyond its control stalled the toxicity identification evaluation/TRE. The report shall specify the control mechanism that will, when implemented, reduce effluent toxicity as specified in Part 5.h. The report shall also specify a corrective action schedule for implementing the selected control mechanism. A copy of the TRE final report shall also be submitted to the U.S. EPA Region 6 office.

- h. Within 3 years of the last day of the test confirming toxicity, the permittee shall comply with 30 TAC § 307.6(e)(2)(B), which requires greater than 50% survival of the test organism in 100% effluent at the end of 24-hours. The permittee may petition the Executive Director (in writing) for an extension of the 3-year limit. However, to warrant an extension the permittee must have demonstrated due diligence in its pursuit of the toxicity identification evaluation/TRE and must prove that circumstances beyond its control stalled the toxicity identification evaluation/TRE.

The permittee may be exempted from complying with 30 TAC § 307.6(e)(2)(B) upon proving that toxicity is caused by an excess, imbalance, or deficiency of dissolved salts. This exemption excludes instances where individually toxic components (e.g., metals) form a salt compound. Following the exemption, this permit may be amended to include an ion-adjustment protocol, alternate species testing, or single species testing.

- i. Based upon the results of the TRE and proposed corrective actions, this permit may be amended to modify the biomonitoring requirements where necessary, require a compliance schedule for implementation of corrective actions, specify a WET limit, specify a best management practice, and specify a chemical-specific limit.

TABLE 2 (SHEET 1 OF 2)

## WATER FLEA SURVIVAL

## GENERAL INFORMATION

	Time	Date
Composite Sample Collected		
Test Initiated		

## PERCENT SURVIVAL

Time	Rep	Percent effluent					
		0%	6%	13%	25%	50%	100%
24h	A						
	B						
	C						
	D						
	E						
	MEAN						

Enter percent effluent corresponding to the LC<sub>50</sub> below:

24 hour LC<sub>50</sub> = \_\_\_\_\_% effluent

TABLE 2 (SHEET 2 OF 2)  
FATHEAD MINNOW SURVIVAL

## GENERAL INFORMATION

	Time	Date
Composite Sample Collected		
Test Initiated		

## PERCENT SURVIVAL

Time	Rep	Percent effluent					
		0%	6%	13%	25%	50%	100%
24h	A						
	B						
	C						
	D						
	E						
	MEAN						

Enter percent effluent corresponding to the LC<sub>50</sub> below:

24 hour LC<sub>50</sub> = \_\_\_\_\_% effluent





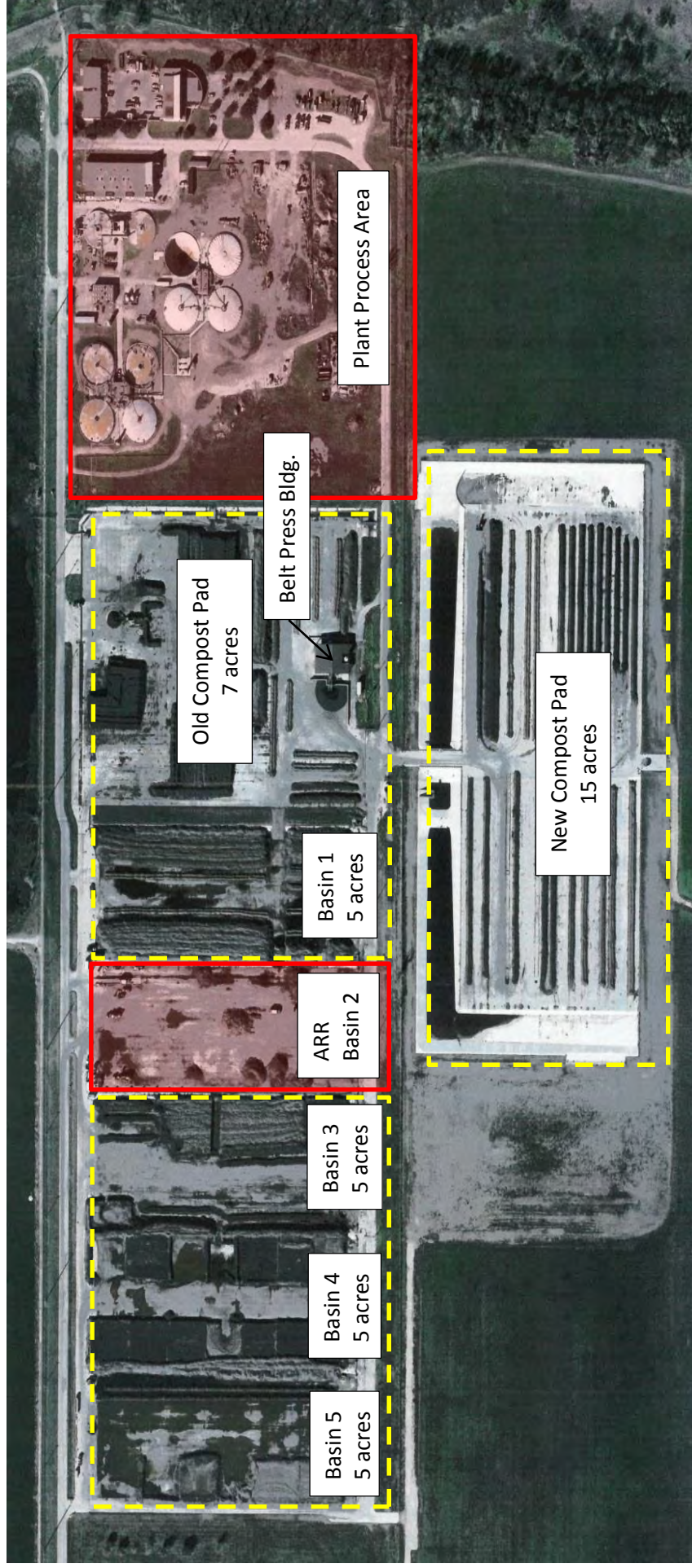
# ATTACHMENT D



Area available for Contractor Operations



Area off limits to Contractor Operations



Approved By: S. Urrea

## Cost Proposal Form

RFP CDL2003 - Beneficial Reuse of Biosolids

Vendor: \_\_\_\_\_

**1. REQUIRED PRICING**

**Instructions:** Provide pricing for the items identified below. An amount of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A "no bid" or information left blank will be interpreted by the City that the Proposer does not wish to bid on that item.

**The pricing provided for line items 1-2 will be used to evaluate "Cost".**

**The pricing provided for line item 3 will be used in emergencies only.**

Item No.	Description	Unit of Measure	Annual Estimates	Unit Pricing	Extended Pricing
1	Beneficial reuse of biosolids. The quantity shall be invoiced from the load scan quantities.	Cubic Yards	100,000		0.00
2	Land Application onsite to Hornsby Bend property	Cubic Yards	12,000		0.00
Total Annual Estimate					0.00
3	Transport and application to a landfill	Cubic Yards	EMERGENCY ONLY		

**2. OPTIONAL ADDITIONAL SERVICES OR PRODUCTS**

**Instructions:** The City may have a future need to purchase additional related services and/or products under this Contract. Purchase of these services/items would be on an "as needed" basis at the prices offered in the list below, and the City makes no guarantee of purchase. List any additional services or products related to the Scope of Work.

**The information and pricing provided in the list below will not be used to evaluate "Cost".**

Service or Product Description (if any)	HOW MUCH WILL YOU CHARGE THE CITY FOR THESE SERVICES OR PRODUCTS? (list price per service/item below)	
	Unit of Measure	Unit Pricing

**OPTIONAL ADDITIONAL SERVICES OR PRODUCTS**

**Instructions:** The City may have a future need to purchase additional related services and/or products under this Contract. Purchase of these services/items would be on an "as needed" basis at the prices offered in the list below, and the City makes no guarantee of purchase. List any additional services or products related to the Scope of Work.

**The information and pricing provided in the list below will not be used to evaluate "Cost".**

Service or Product Description (if any)	WHAT DISCOUNT WILL YOU PROVIDE THE CITY FOR THESE SERVICES OR PRODUCTS? (list discount per service/item below)	
	Discount Amount	
		%
		%
		%
		%

**\*Offerors may submit alternate revenue calculations/formulas that are mutually advantageous to the Offeror and City. Include the alternate calculation/formula and a brief explanation in Tab 6-Proposed Cost for consideration. Submit a separate document for alternate calculations/formulas; do not include them on this form. Alternate calculations/formulas will not be considered without the "Required Pricing" line items on this form.**

# ATTACHMENT G



## CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

**Solicitation Number:** CDL2003 Beneficial Reuse of Biosolids

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Place this attachment in Tab 7-Business Exceptions of your Proposal. Copies of this form may be utilized if additional pages are needed.

☐ Accepted as written.

☐ Not accepted as written. See below:

**Indicate:**

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

**Page Number**

**Section Number**

**Section Description**

**Alternative Language:**

**Justification:**