



Amendment No. 7
to
Contract No. NA140000022
for
Biosolids Hauling Services and Land Application
between
Synagro of Texas –CDR, Inc.
dba Synagro of Texas-CDR
and the
City of Austin

- 1.0 The City hereby holds over the above referenced contract in accordance with the holdover language in the "Term of Contract" provision in Section 0400, Supplemental Purchase Provisions, which reads as follows:

"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)."

- 1.1 Effective the date of this executed holdover, the term for the holdover will be April 1, 2018 to end of business December 31, 2018.

- 2.0 The City hereby amends the above referenced contract in accordance with the price increase language in the "Economic Price Adjustment" provision in the Section 0400 part 11 (B) iv., Supplemental Purchase Provisions, which reads as follows:

"Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the request change, those changes shall be documented as previously described above."

- 2.1 Synagro's request is hereby approved to increase the contract by a 3% price increase for each line item identified in the contract in accordance with the table below due to a significant increase in the cost of labor and diesel fuel incurred by Synagro.

ITEM NO.	ITEM DESCRIPTION STOCK NUMBER	QUANTITY	UNIT	BASE PRICE	NEW PRICE
	The AWW estimates annual biosolids usage of at least 15,000 cubic yards in composting and 140,000 to 150,000 cubic yards in land application				
1	REGULAR HOURS -Transport and land application of Class B biosolids at Contractors site Monday through Friday sun up to sun down, including any and all charges for service	1	CUBIC YARD	\$33.79	\$34.80
2	AFTER HOURS, WEEKENDS OR HOLIDAYS -Transport and application of Class B biosolids at Contractors site, sun up to sun down, including any and all charges for service	1	CUBIC YARD	\$33.79	\$34.80
3	REGULAR HOURS - Biosolids composting at Hornsby Bend, sampling, hauling and applying compost at Contractor's site Monday through Friday, sun up to sun down, including any and all charges for service	1	CUBIC YARD	\$25.68	\$26.45
4	REGULAR HOURS -Transport and application to a landfill Monday through Friday, sun up to sun down, including any and all charges for service	1	CUBIC YARD	\$29.00	\$29.87
5	AFTER HOURS, WEEKENDS AND HOLIDAYS - Transport and land application to a landfill sun up to sun down, including any and all charges for service	1	CUBIC YARD	\$29.00	\$29.87
6	Price per cubic yard to haul and apply biosolids on site at Hornsby Bend Contractor shall provide marking of field areas to be applied perform application calculations, haul and apply with contractor's equipment, provide soil sampling and analysis, and provide report on cubic yards and dry tons applied per field	1	CUBIC YARD	\$8.01	\$8.25
7	Price to perform soil sampling on all land application fields at the Hornsby Bend site once per contract period, including analyses and report per TCEQ regulations and the Hornsby Bend permit	1	PER ANNUAL SOIL SAMPLING	\$100,66.22	\$103,662.5

3.0 The City hereby clarifies the above referenced contract to the following:

3.1 Upon notification from the City to Synagro that a new contract for the beneficial reuse of biosolids contract has been executed, Synagro:

- Shall cease the formation of new composting windrows and the City will be responsible for moving dewatered biosolids from the belt filter press area to one of the storage basins;
- Shall have 90 days from the date of the new contract execution to complete processing and the removal of biosolids previously accepted from the City, plus 10 additional days for mobilization;
- May, but is not required to, continue to land apply City biosolids subject to normal weather and similar operating limitations during the 90-day period described above;
- May leave any biosolids not composted or land applied by Synagro onsite at Hornsby that is not processed after the mobilization period described above.

4.0 The total contract amount is unchanged for the holdover period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/18/2013 – 11/17/2014	\$4,652,000.00	\$4,652,000.00
Amendment No. 1: Option 1 11/18/2014 – 11/17/2015	\$4,652,000.00	\$9,304,000.00
Amendment No. 2: Option 2 11/18/2015 – 11/17/2016	\$4,652,000.00	\$13,956,000.00
Amendment No. 3: 30 day holdover effective November 17, 2016 to December 17, 2016	\$0.00	\$13,956,000.00
Amendment No. 4: 90 Day Holdover effective December 18, 2016 to March 18, 2017	\$0.00	\$13,956,000.00
Amendment No. 5: Holdover effective March 19, 2017 to March 31, 2018 and Price Increase	\$0.00	\$13,956,000.00
Amendment No. 6: Change in Section 0500 Paragraph 6.1	\$0.00	\$13,956,000.00
Amendment No. 7: 180 Day Holdover effective April 1, 2018 to December 31, 2018	\$0.00	\$13,956,000.00

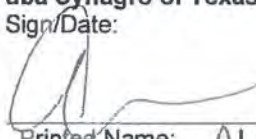
5.0 MBE/WBE goals do not apply to this contract.

6.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Synagro of Texas-CDR, Inc.
dba Synagro of Texas-CDR
Sign/Date:

 2/12/18
Printed Name: Al Stepien
Authorized Representative General Counsel
435 Williams Court,
Baltimore, MD 21220
(443) 489-9047

City of Austin

Sign/Date:

 2/12/18
Danielle Lord
Procurement Manager
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 6
to
Contract No. NA140000022
for
Biosolids Hauling Services and Land Application
between
Synagro of Texas –CDR, Inc.
dba Synagro of Texas-CDR
and the
City of Austin

1.0 The City hereby amends the above referenced contract as follows:

1.1 Section 0500, Part 6.0 - **Invoicing**, Paragraph 6.1, **Land Application Invoicing**, the following bullet points are deleted and removed as requirements:

- Maps of Contractor's permitted sites where compost was applied during the month
- Calculations of the cubic yards, dry tons, and dry tons per acre applied at each site during the month

2.0 The total contract amount is unchanged for the holdover period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/18/2013 – 11/17/2014	\$4,652,000.00	\$4,652,000.00
Amendment No. 1: Option 1 11/18/2014 – 11/17/2015	\$4,652,000.00	\$9,304,000.00
Amendment No. 2: Option 2 11/18/2015 – 11/17/2016	\$4,652,000.00	\$13,956,000.00
Amendment No. 3: 30 day holdover effective November 17, 2016 to December 17, 2016	\$0.00	\$13,956,000.00
Amendment No. 4: 90 Day Holdover effective December 18, 2016 to March 18, 2017	\$0.00	\$13,956,000.00
Amendment No. 5: Holdover effective March 19, 2017 to March 31, 2018 and Price Increase	\$0.00	\$13,956,000.00
Amendment No. 6: Change in Section 0500 Paragraph 6.1	\$0.00	\$13,956,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Synagro of Texas-CDR, Inc.
dba Synagro of Texas-CDR

Sign/Date: Matt DeWitt 05-23-17

Printed Name: Matt DeWitt - Assistant Secretary
Authorized Representative
435 Williams Court,
Baltimore, MD 21220
(443) 489-9847 ~~9000~~

City of Austin

Sign/Date: Paula Ford 5/23/17

Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 5
to
Contract No. NA140000022
for
Biosolids Hauling Services and Land Application
between
Synagro of Texas –CDR, Inc.
dba Synagro of Texas-CDR
and the
City of Austin

- 1.0 The City hereby holds over the above referenced contract in accordance with the holdover language in the "Term of Contract" provision, Subpart C, in Section 0400, Supplemental Purchase Provisions, which reads as follows:

"Upon written notice to the Contractor from the 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. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of the extension) for approval by the City's Purchasing Officer or his designee."

- 2.0 Effective March 17, 2017, the term for the holdover will be March 19, 2017 to March 31, 2018.

- 3.0 A price increase is granted as follows:

ITEM NO.	ITEM DESCRIPTION/STOCK NUMBER	QUANTITY	UNIT	BASE PRICE	NEW PRICE
	<i>The AWU estimates annual biosolids usage of at least 15,000 cubic yards in composting and 140,000 to 150,000 cubic yards in land application</i>				
1	REGULAR HOURS - Transport and land application of Class B biosolids at Contractor's site, Monday through Friday, sun up to sun down, including any and all charges for service.	1	CUBIC YARD	\$32.90	\$33.79
2	AFTER HOURS, WEEKENDS OR HOLIDAYS - Transport and application of Class B biosolids at Contractor's site, sun up to sun down, including any and all charges for service.	1	CUBIC YARD	\$32.90	\$33.79
3	REGULAR HOURS - Biosolids composting at Hornsby Bend, sampling, hauling and applying compost at Contractors site Monday through Friday, sun up to sun down, including any and all charges for service.	1	CUBIC YARD	\$25.00	\$25.68
4	REGULAR HOURS - Transport and application, to a landfill, Monday through Friday, sun up to sun down, including any and all charges for service.	1	CUBIC YARD	\$37.00	\$38.00
5	AFTER HOURS, WEEKENDS AND HOLIDAYS - Transport and application, to a landfill, sun up to sun down, including any and all charges for service.	1	CUBIC YARD	\$37.00	\$38.00
6	Price per cubic yard to haul and apply biosolids on site at Hornsby Bend. Contractor shall provide marking of field areas to be applied, perform application calculations, haul and apply with contractors equipment, provide soil sampling and analyses, and provide report on cubic yards and dry tons applied per field.	1	CUBIC YARD	\$7.80	\$8.01
7	Price to perform soil sampling on all land application fields at the Hornsby Bend site once per contract period, including analyses and report per TCEQ regulations and the Hornsby Bend permit.	1	PER ANNUAL SOIL SAMPLING	\$9,800.00	\$10,066.29

- 4.0 The total contract amount is unchanged for the holdover period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/18/2013 – 11/17/2014	\$4,652,000.00	\$4,652,000.00
Amendment No. 1: Option 1 11/18/2014 – 11/17/2015	\$4,652,000.00	\$9,304,000.00
Amendment No. 2: Option 2 11/18/2015 – 11/17/2016	\$4,652,000.00	\$13,956,000.00
Amendment No. 3: 30 day holdover effective November 17, 2016 to December 17, 2016	\$0.00	\$13,956,000.00
Amendment No. 4: 90 Day Holdover effective December 18, 2016 to March 18, 2017	\$0.00	\$13,956,000.00
Amendment No. 5: Holdover effective March 19, 2017 to March 31, 2018 and Price Increase	\$0.00	\$13,956,000.00

- 5.0 MBE/WBE goals do not apply to this contract.
- 6.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 7.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Synagro of Texas-CDR, Inc.
dba Synagro of Texas-CDR

City of Austin

Sign/Date:

Mark DeWitt
Printed Name: *Mark DeWitt - Assistant Secretary*
Authorized Representative
435 Williams Court,
Baltimore, MD 21220
(443) 489-9047
03/15/17

Sign/Date:

Shawn Willett *3/16/17*
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 4
to
Contract No. NA140000022
for
Biosolids Hauling Services and Land Application
between
Synagro of Texas –CDR, Inc.
dba Synagro of Texas-CDR
and the
City of Austin

- 1.0 The City hereby holds over the above referenced contract for a period of 90 days in accordance with the holdover language in the "Term of Contract" provision in Section 0400, Supplemental Purchase Provisions, which reads as follows:

"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)."

- 2.0 Effective December 16, 2016, the term for the holdover will be December 18, 2016 to March 18, 2017.
- 3.0 The total contract amount is unchanged for the holdover period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/18/2013 – 11/17/2014	\$4,652,000.00	\$4,652,000.00
Amendment No. 1: Option 1 11/18/2014 – 11/17/2015	\$4,652,000.00	\$9,304,000.00
Amendment No. 2: Option 2 11/18/2015 – 11/17/2016	\$4,652,000.00	\$13,956,000.00
Amendment No. 3: 30 day holdover effective November 17, 2016 to December 17, 2016	\$0.00	\$13,956,000.00
Amendment No. 4: 90 Day Holdover effective December 18, 2016 to March 18, 2017		

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

**Synagro of Texas-CDR, Inc.
dba Synagro of Texas-CDR**

Sign/Date: Matt deLitt 12/19/16
Printed Name: Matt deLitt - Assistant Secretary
Authorized Representative
435 Williams Court,
Baltimore, MD 21220
(443) 489-9047

City of Austin

Sign/Date: James Scarborough 12/16/16
JAMES SCARBOROUGH
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 3
to
Contract No. NA140000022
for
Biosolids Hauling Services and Land Application
between
Synagro of Texas –CDR, Inc.
dba Synagro of Texas-CDR
and the
City of Austin

- 1.0 The City hereby holds over the above referenced contract for a period of 30 days in accordance with the holdover language in the "Term of Contract" provision in Section 0400, Supplemental Purchase Provisions, which reads as follows:

"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)."

- 2.0 The City reserves the right to unilaterally holdover the contract for the remaining 90 days in accordance with the current contract terms.
- 3.0 Effective November 15, 2016, the term for the holdover will be November 18, 2016 to December 18, 2016.
- 4.0 The total contract amount is unchanged for the holdover period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/18/2013 – 11/17/2014	\$4,652,000.00	\$4,652,000.00
Amendment No. 1: Option 1 11/18/2014 – 11/17/2015	\$4,652,000.00	\$9,304,000.00
Amendment No. 2: Option 2 11/18/2015 – 11/17/2016	\$4,652,000.00	\$13,956,000.00
Amendment No. 3: 30 day holdover effective November 18, 2016 to December 18, 2016	\$0.00	\$13,956,000.00

- 5.0 MBE/WBE goals do not apply to this contract.
- 6.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 7.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Synagro of Texas-CDR, Inc.
dba Synagro of Texas-CDR

Sign/Date:

Matt deWitt 11/15/16

Printed Name: Matt deWitt - Assistant Secretary

Authorized Representative
435 Williams Court,
Baltimore, MD 21220
(443) 489-9047

City of Austin

C. Danielle Lord 11/15/16

Purchasing Office

124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
to
Contract No. NA140000022
for
Biosolids Hauling Services and Land Application
between
Synagro of Texas –CDR, Inc.
dba Synagro of Texas-CDR
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective November 18, 2015 through November 17, 2016. There are no remaining options.
- 2.0 The total contract amount is increased by \$4,652,000.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/18/2013 – 11/17/2014	\$4,652,000.00	\$4,652,000.00
Amendment No. 1: Option 1 11/18/2014 – 11/17/2015	\$4,652,000.00	\$9,304,000.00
Amendment No. 2: Option 2 11/18/2015 – 11/17/2016	\$4,652,000.00	\$13,956,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Matt deWitt 11/13/15

Printed Name: Matt deWitt
Authorized Representative (Assistant Secretary)

Synagro of Texas-CDR, Inc.
dba Synagro of Texas-CDR
435 Williams Court,
Baltimore, MD 21220
(443) 489-9104
mdewitt@synagro.com

Sign/Date: Mike Benson 11/17/15

Mike Benson, Chief Administrative Officer
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. NA140000022
for
Biosolids Hauling Services and Land Application
between
Synagro of Texas –CDR, Inc.
dba Synagro of Texas-CDR
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective November 18, 2014 through November 17, 2015. One option remains.
- 2.0 The total contract amount is increased by \$4,652,000.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/18/2013 – 11/17/2014	\$4,652,000.00	\$4,652,000.00
Amendment No. 1: Option 1 11/18/2014 – 11/17/2015	\$4,652,000.00	\$9,304,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Geoff Roberts 10/16/14

Sign/Date:

Mike Benson 11/10/14

Printed Name:

Geoff Roberts, CEO/PRESIDENT
Authorized Representative

Mike Benson

Chief Administrative Officer

Synagro of Texas-CDR, Inc.
dba Synagro of Texas-CDR
435 Williams Court,
Baltimore, MD 21220
(443) 489-9047
jreed@synagro.com

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

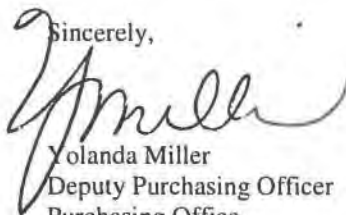
November 7, 2013

Synagro of Texas – CDR, Inc.
Attn: Andrew Bosinger
1800 Bering Drive, STE 1000
Houston, TX 77057

The City has awarded a contract to your company to provide for the hauling and land application of biosolids in accordance with the attached referenced documents.

Responsible Department:	Austin Water Utility
Department Contact Person:	Andres Ramirez
Department Contact Email Address:	Andres.ramirez@austintexas.gov
Department Contact Telephone:	512/972-0310
Project Name:	Biosolids Hauling Services and Land Application
Contractor Name:	Synagro of Texas – CDR, Inc.
Contract Number:	NA140000022
Delivery Period:	11/18/13 through 11/17/14
Contract Amount:	\$4,652,000
Extension Options:	Two 12-Month Extension Options
Extension Amount Per Option:	\$4,652,000
Requisition Number:	RQM 2200 13061300423
Solicitation Number:	STA1091
Council Date:	10/17/13
Agenda Item No.:	21

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact Stephen T. Aden, Corporate Purchasing Manager at 512/972-4040.

Sincerely,


Yolanda Miller
Deputy Purchasing Officer
Purchasing Office
Finance and Administrative Service Department

cc: Andres Ramirez, Austin Water Utility

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
SYNAGRO OF TEXAS – CDR INC. ("Contractor")
for
BIOSOLIDS HAULING AND LAND APPLICATION
CONTRACT NO. NA140000022**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Synagro of Texas – CDR Inc., having offices at Houston, TX 77057 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number STA1091.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), STA1091 including all documents incorporated by reference
- 1.1.3 Synagro of Texas – CDR Inc., Offer, dated 8/5/13, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to two (2) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$4,652,000 for the initial Contract term and \$4,652,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Yolanda Miller

Printed Name of Authorized Person



Signature

Deputy Purchasing Officer

Title:

November 7, 2013

Date:

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

SOLICITATION NO: STA1091

COMMODITY/SERVICE DESCRIPTION: BIOSOLIDS HAULING AND LAND APPLICATION

DATE ISSUED: July 15, 2013

REQUISITION NO.: RQM 2200 13061300423

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 9687156

LOCATION: N/A

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

BID DUE PRIOR TO: AUGUST 6, 2013 @ 2:00 PM

COMPLIANCE PLAN DUE PRIOR TO: N/A

Stephen T. Aden
Corporate Purchasing Manager
Phone: (512) 972-4040

BID OPENING TIME AND DATE: AUGUST 6, 2013 @ 2:15 PM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/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.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

SUBMIT 1 ORIGINAL AND 2 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Eric Zimmer, President

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: August 5, 2013

Company Name: Synagro of Texas-CDR, Inc.

Address: 435 Williams Court, Suite 100

City, State, Zip Code Baltimore, MD 21220

Phone No. (443) 489-9000

Fax No. (443) 489-9042

Email Address: abosinger@synagro.com



August 6, 2013

Stephen T. Aden, Sr.
Corporate Purchasing Manager
City of Austin, Purchasing Office
Municipal Building
124 W 8th Street, Room 310
Austin, TX 78701

Re: Solicitation No. STA1091 - Biosolids Hauling Services and Land Application

Dear Mr. Aden:

Synagro of Texas – CDR, Inc. (Synagro) sincerely appreciates the opportunity to submit the attached bid to the City of Austin.

It has been our pleasure to provide biosolids management services to the City of Austin for the past five years. We appreciate and value your business, and look forward to working with the City's staff for the next contract term.

We look forward to the opportunity to discuss our submittal in detail with the City. Should you have any questions or require further information regarding our submittal, please feel free to contact me at (410) 271-1020 or abosinger@synagro.com. Thank you for the opportunity to submit our proposal for this project. We look forward to hearing from you.

Sincerely,

A handwritten signature in dark ink that reads "Andrew Bosinger / NM". The signature is written in a cursive, flowing style.

Andrew Bosinger
Business Development Manager

AB:kw

**Solicitation No. STA1091
Biosolids Hauling and Land Application**

City of Austin, Texas

August 6, 2013

Original



**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

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

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releases and holds the City 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 bycheck 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/p21/poportal/poportal.cfm?21307>

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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. RIGHT TO AUDIT:

- 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. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

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.

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- 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.

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.

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- 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 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

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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.
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 49. 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

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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 6/01/98).

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 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.

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- 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 endeavor to 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 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 2nd Street, 4th 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

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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. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents.** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights.** As to any Deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or

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joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

- C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **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.
40. **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.
41. **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.
42. **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.
43. **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.
44. **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.

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45. **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.
46. **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.
47. **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.
48. **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.
49. **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.
50. **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

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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.

51. **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.
52. **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
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.

53. **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.
54. **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.

55. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror'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

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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 Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

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

- 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".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by the close of business July 25, 2013 either by E-Mail at steve.aden@austintexas.gov or by FAX at 512/972-4015.

2. **ALTERNATE BIDS/QUOTES** (reference paragraph 7A in Section 0200)

Alternate Bids will be considered.

3. **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 WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

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- 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 (X,C,U).
 - (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 TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, 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.
- D. Environmental Impairment Liability Insurance
- With a minimum limit of \$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of sudden and accidental or non-sudden and accidental pollution arising out of the excavation, transportation, storage, or permanent disposal of hazardous and non-hazardous wastes.
- With respect to sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a treatment, storage and disposal facility must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence.
- With respect to non-sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a surface impoundment, landfill or land treatment facility that is used to manage hazardous wastes must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence. The amounts of coverage must be exclusive legal defense costs.

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4. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 12-months and may be extended thereafter for up to two (2) additional 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. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 12-MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

5. REQUIREMENTS

Location:

Hornsby Bend Wastewater Treatment Plant

Biosolids Management Plant

2210 S. FM 973

Austin, Texas 78725

Days: Monday through Friday

7:00 AM to 5:00 PM

6. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Utility
Attn:	Accounts Payable
Address	625 E. 10 th Street, STE 500
City, State Zip Code	Austin, TX 78701

- B. 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.

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7. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. 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). Basic employment records shall at a minimum include:
 - i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
 - i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

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- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's 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 identified in paragraph D 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 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>

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Access to the Austin Water Utility Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water Utility building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water Utility building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's

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license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

10. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

11. **ECONOMIC PRICE ADJUSTMENT**

- A. Prices shown in this contract shall remain firm for the first 12-period 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 subject to the following considerations:
- B. Price Increases
- i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:
- (1) an itemized, revised price list with the effective date of the proposed increase;
 - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
 - (3) Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Employment Cost Index for Wages and Salaries for all Private Industry Workers (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.
 - (3) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30-calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested

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increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.

- iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed twenty-five percent (25%) for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.
- iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 30-calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

12. 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.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

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13. **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:

Andy Ramirez, Contract Compliance Manager

Austin Water Utility

625 E. 10th Street, STE 500

Austin, TX 78701

PHONE: 512/972-0310

E-Mail: andres.ramirez@austintexas.gov

*Note: The above listed Contract Manager 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.

CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATION
FOR

BIOSOLIDS HAULING SERVICES AND LAND APPLICATION

1.0 SCOPE AND CLASSIFICATION

- 1.1 This specification establishes the minimum requirements for Biosolids services for the City of Austin's Water Utility, Hornsby Bend Biosolids Management Plant (BMP), hereafter referred to as "Hornsby". This Specification includes sections on Scope and Classification, Applicable Specification, Contractor Requirements, Transportation Requirements, Other Requirements and Invoicing.
- 1.2 Biosolids services shall be provided to Hornsby at 2210 South FM 973, Austin, Texas 78725. The Biosolids are located in drying basins and belt press areas at the Hornsby site.

<u>Date</u>	<u>Prepared by</u>	<u>Issuance/Revision</u>	<u>Approval Department</u>	<u>Approval Purchasing</u>
05/28/2008	Jody Slagle	Issuance	Andy Ramirez	Stephen Aden
04/20/2011	Lydia Torres	Issuance	Andy Ramirez	Stephen Aden
06/7/2013	Jody Slagle	Issuance	Andy Ramirez	Stephen Aden

This specification, until revised or rescinded, shall apply to each future purchase and contract for the service described herein. Retain for future reference.

2.0 APPLICABLE SPECIFICATIONS

- 2.1 The Contractor shall be responsible for all Federal, State, and Local insurance, permits, and licenses required to complete this contract. This shall include, but is not limited to, OSHA, TXDOT, EPA and TCEQ registrations of equipment and routes needed to treat compost, haul and land apply or dispose of Biosolids. In addition, this shall include services which are clearly necessary for the complete and legal operation of this contract, though not specifically stated.
- 2.2 The Contractor shall be registered with the TCEQ to legally haul and land apply Class B Biosolids.

3.0 CONTRACTOR REQUIREMENTS

- 3.1 The Contractor shall *include with the bid submittal* a copy of the TCEQ registration.
- 3.2 The Contractor shall *include with the bid submittal* a copy of the permit for the land application sites outside of Hornsby. Sites used for land application must be approved prior to use by the Contact Person.
- 3.3 The Contractor shall begin work within 30 calendar days after notification of award of the contract.
- 3.4 The Contractor shall conduct Biosolids processing and use activities Monday through Friday (except City observed holidays) from sun up to sun down. Any activities at other times, including weekends must have prior approval by the Contact Person.
- 3.5 The Contractor shall be responsible for providing all equipment and personnel necessary to perform these services
- 3.6 The Contractor shall incorporate land applied Biosolids in the same day as application when incorporation is required.
- 3.7 The Contractor shall load, transport, and land apply or dispose of Biosolids at one or more sites, as approved by the Contact Person.
- 3.8 The Contractor shall provide site(s) in capacity and permitted to allow land application of up to 30,000 dry tons during a 12-month period. The Contractor shall be responsible for any and all permits, licenses, certifications, etc., at no additional cost to the City.

- 3.9 The Contractor shall be responsible for any storage off the Hornsby site and must meet all applicable regulations, ordinances and laws for this type of service. The Contractor shall submit a plan, including how regulatory requirements will be met.
- 3.10 The Contractor shall submit to the Contact Person a Land Application Plan for each application site a minimum of 5 business days before beginning hauling or application. The Land Application Plan shall include a map of the site with buffers, setbacks, and application areas. Land application shall not begin on any site until the Land Application Plan has been approved by Contact Person.
- 3.11 The Contact Person will direct the Contractor as to whether part or all of the Biosolids are to be disposed of at a TCEQ and EPA approved landfill.
- 3.12 The Contractor shall provide proof of the landfill being in compliance with EPA and TCEQ requirements for accepting Class B Biosolids before any hauling to the landfill takes place. Landfill ticket receipt copies and monthly report shall be submitted with each invoice to the Contact Person. It is the City's intent to use this landfill option in the event of an emergency situation as defined by the Contact Person.
- 3.13 The Contractor shall be responsible for ensuring that material that is loaded, transported and land applied or disposed of shall be Class B Biosolids.
- 3.14 The Contractor shall load and haul Biosolids from the belt press or basin areas at Hornsby. The basins are constructed of concrete and are approximately 3 feet deep with 5 acres of surface area. Each basin can hold a maximum volume of approximately 40,000 cubic yards. The City reserves the right to request that the Contractor haul Biosolids and store at Hornsby (example: If the land application site is temporarily unavailable due to inclement weather).
- 3.15 The Contractor shall be responsible for any and all spills of material associated with the loading, transporting, land application, incorporation or disposal of the Biosolids. Prior to beginning work on the contract, the Contractor shall submit a Spill Response Plan for approval by the Contact Person.
- 3.16 The Contractor shall provide equipment, materials and personnel necessary to clean up spills to the satisfaction of the Contact Person and as required by regulations. The Contractor shall provide a copy of spill report as reported to TCEQ to the Contact Person within 30 business days after award of contract.
- 3.17 The Contractor shall obtain prior approval from the Contact Person on any mixing or alteration of the Biosolids.

- 3.18 The Contractor shall apply Biosolids in a uniform manner, at a rate not to exceed the TCEQ permit rates. Application shall be performed with a calibrated spreader designed for Biosolids application. Incorporation of land applied Biosolids shall be completed according to regulatory requirements.
- 3.19 The Contractor shall provide maintenance of the Contractor's Biosolids processing and storage areas as directed by the Contact Person. Maintenance of these areas shall include, but is not be limited to, cleaning, building berms necessary to contain the Biosolids, and other work needed to ensure the areas are neat, safe, and usable.
- 3.20 The Contractor shall be responsible for soil sampling, analysis, and other requirements of the land application site permits, including annual site reports to TCEQ, at no additional cost to the City. Copies of sampling results, data and reports for Contractor's permitted sites shall be provided to the Contact Person within 30 business days at the end of each contract year or within 30 business days after notification by the Contact Person.
- 3.21 If the Contractor is directed to do land application onsite at Hornsby Bend, the Contractor shall mark fields for buffers and setbacks, plan, track and report cubic yards and dry tons applied per field on a monthly basis. Contractor shall provide loading, spreading and any other equipment and personnel necessary to complete this task. If the contractor is directed to do soil sampling at the Hornsby Bend site, the Contractor shall perform all soil sampling and analyses of onsite fields as required by the Hornsby Bend BMP permit and provide results to Contact Person by August 1 of each year.
- 3.22 Composting Requirements – The Contractor may be required to compost at least 15,000 cubic yards of Biosolids during each 12-month period. This amount will depend on availability of bulking agents and availability of space at the Hornsby Bend site. The Contact Person shall be the final judge in determining composting amounts and site capacity. The Contractor shall be responsible for all work, sampling and analyses to meet all regulatory requirements for producing Class A composted Biosolids including, but not limited to, turning, daily temperature measurements, testing for fecal coliform, nutrients, and metals, and recordkeeping as required by TCEQ regulations and the Hornsby Bend TCEQ permit. This compost will be used for agricultural use and the Contractor shall be responsible for finding sites for application as well as loading, transportation, and/or spreading. The Contractor may be directed by the Contact Person to use Biosolids from storage within the basins or from the belt press area. The Contractor may also be directed by the Contact Person to utilize "premix", previously mixed yard trimmings and Biosolids.

3.23 Contact Person:

City of Austin, Austin Water Utility
Hornsby Bend BMP
ATTN: Jody Slagle jody.slagle@austintexas.gov
2210 South FM 973
Austin, TX 78725
(512) 972-1950

4.0 TRANSPORTATION REQUIREMENTS

- 4.1 The Contractor shall provide loading, transport, land application, and incorporation equipment. Units and operations shall meet safety and regulatory requirements.
- 4.2 The transportation equipment shall be sealed to prevent leakage. The transportation equipment shall include a tarp or other cover to prevent blowout or spillage while transporting. Loads shall be covered before leaving any site. Trucks and trailers used for transporting Biosolids shall be cleaned by the contractor before leaving site to prevent Biosolids spillage. The Contact Person reserves the right to stop hauling activities if trucks and equipment are not kept clean. The Contact Person shall be the final judge as to the condition of the trucks and equipment.
- 4.3 Any equipment used in the loading operation of the Biosolids shall be equipped with rubber tires and designed to operate on a concrete surface.

5.0 OTHER REQUIREMENTS

- 5.1 The Contractor shall document each load with a trip ticket or receipt indicating proof of loading and delivery. The trip ticket shall include, but is not limited to the following:
 - Name of the driver
 - Time and date of haul
 - Billable miles traveled
 - Cubic yards hauled
 - Class B Biosolids
 - TCEQ permitted site number
 - Reviewed and approved by the Contractor before submission with invoice
- 5.2 The Contractor shall collect minimum of one sample per day or as agreed to with Contact Person to accurately represent percent solids of the Biosolids hauled. The Contractor shall collect and deliver each sample within 30 minutes of collection to the Hornsby BMP Laboratory for percent solids analysis. Contractor must follow Laboratory Chain of Custody requirements. Twenty Four hour notice shall be given to the Laboratory by the contractor

before collecting and submitting samples.

- 5.3 The Contractor shall calculate application rates for fields applied and ensure that application is correctly performed. Contractor shall calculate and mark all setbacks and buffer areas for land application.
- 5.4 The Contractor shall create and maintain accurate records of fields applied with data including, but is not limited to:
 - Cubic yards,
 - Percent solids,
 - Dry tons per acre
 - Total dry tons applied for each field
 - Other data to comply with permit requirements, regulations, ordinances and laws.
- 5.2 The City reserves the right to inspect any part of the Contractor's operation prior to award of the contract and during the contract term.
- 5.3 If the Contractor is not in compliance with this contract, the Contact Person reserves the right to stop any or all of the Contractor's activities until the required changes are made.
- 5.4 The Contractor shall provide dust control at work areas within the Hornsby Bend site and land application sites to ensure compliance by permit and current regulations.
- 5.5 The amount of sludge treated, composted, hauled, spread, or disposed of will be determined by the Contact Person based on need and funding availability.
- 5.6 Hauling and application of compost and Biosolids shall be completed before invoicing can be issued by the Contractor.
- 5.6 The Contractor shall include a bid price for items listed as "For Informational Purposes Only" on the bid sheet to be considered for award. The City reserves the right to request these services only as it deems necessary.
- 5.7 The City reserves the right to award to the overall low bidder, meeting specifications, based on the following formula:

$$\begin{array}{l}
 15,000 \text{ cu yds. composting} \\
 +130,000 \text{ cu yds. land application} \\
 \hline
 =145,000 \text{ total cu yds.} / 15,000 \text{ (cu yds. composting)} = 10.3\%
 \end{array}$$

$$\begin{array}{l}
 10\% \text{ of the cost per cu yd. for composting} \\
 +90\% \text{ of the cost per cu yd. for land application}
 \end{array}$$

Overall low bid

6.0 INVOICING

- 6.1 The Contractor shall submit an invoice and monthly report by the 15th 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
- ◇ Date(s) of service
- ◇ Location(s) of service
- ◇ Itemized description and pricing
- ◇ Trip ticket(s)
- ◇ Maps of Contractor's permitted sites applied during the month
- ◇ Calculations of the cubic yards, dry tons, and dry tons per acre applied at each site during the month

COMPOSTING INVOICING

- ◇ Contractor's name, on a professionally pre-printed form
- ◇ Contractor's address and phone number
- ◇ City's contract number/purchase order number
- ◇ Date(s) of service
- ◇ Location(s) of service
- ◇ Itemized description and pricing for service
- ◇ Cubic yards of Biosolids used in composting and removal from site as finished compost
- ◇ Records of sampling, monitoring, etc.
- ◇ Date of sampling
- ◇ Analysis results
- ◇ Sites where compost was applied during the month
- ◇ Calculations of the total cubic yards and cubic yards per acre applied at each site during the month

**BID SHEET
CITY OF AUSTIN
"BIOSOLIDS HAULING SERVICES AND LAND APPLICATION"**

BID NO. STA1091

RQM NO. 2200 13061300423

BID OPENING DATE AND TIME: August 6, 2013 @ 2:15 PM

BUYER: Stephen Aden

Copies of Bid: Vendor must submit copies of its signed bid - ONE original and TWO copies.

Special Instructions: The Austin Water Utility anticipates expenditures of up to \$4,500,000 for every 12-month period, for a total of up to \$13,500,000 for 36-months.

ITEM NO.	ITEM DESCRIPTION/STOCK NUMBER	QUANTITY	UNIT	UNIT PRICE
	<i>The AWU estimates annual biosolids usage of at least 15,000 cubic yards in composting and 140,000 to 150,000 cubic yards in land application</i>			
1	REGULAR HOURS - Transport and land application of Class B biosolids at Contractor's site, Monday through Friday, sun up to sun down, including any and all charges for service.	1	CUBIC YARD	32.90
2	AFTER HOURS, WEEKENDS OR HOLIDAYS - Transport and application of Class B biosolids at Contractor's site, sun up to sun down, including any and all charges for service.	1	CUBIC YARD	32.90
3	REGULAR HOURS - Biosolids composting at Hornsby Bend, sampling, hauling and applying compost at Contractors site Monday through Friday, sun up to sun down, including any and all charges for service.	1	CUBIC YARD	25.00
FOR INFORMATIONAL PURPOSES ONLY - CONTRACTOR MUST COMPLETE TO BE CONSIDERED FOR AWARD OF CONTRACT				
4	REGULAR HOURS - Transport and application, to a landfill, Monday through Friday, sun up to sun down, including any and all charges for service.	1	CUBIC YARD	37.00
5	AFTER HOURS, WEEKENDS AND HOLIDAYS - Transport and application, to a landfill, sun up to sun down, including any and all charges for service.	1	CUBIC YARD	37.00
6	Price per cubic yard to haul and apply biosolids on site at Hornsby Bend. Contractor shall provide marking of field areas to be applied, perform application calculations, haul and apply with contractors equipment, provide soil sampling and analyses, and provide report on cubic yards and dry tons applied per field.	1	CUBIC YARD	7.80
7	Price to perform soil sampling on all land application fields at the Hornsby Bend site once per contract period, including analyses and report per TCEQ regulations and the Hornsby Bend permit.	1	PER ANNUAL SOIL SAMPLING	9,800.00

COMPANY NAME: Synagro of Texas-CDR, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Eric Zimmer, President

EMAIL ADDRESS: abosinger@synagro.com

ACCOUNTS RECEIVABLE POINT OF CONTACT: NAME Brenda Metcalf **PHONE NUMBER:** 443-489-9086

BIDDERS SHALL SUBMIT A "SAMPLE INVOICE" WITH BID.

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**

Please Complete and Return This Form with the Offer

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. =====>

Company's Name	<input type="text" value="City of Houston"/>		
Name of Contact	<input type="text" value="Tika Gautam"/>	Contact Title	<input type="text" value="Public Works Engineer"/>
Present Address	<input type="text" value="4545 Groveway"/>		
City	<input type="text" value="Houston"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="77087"/>
Telephone Number	<input type="text" value="(832) 395-5006"/>	FAX Number	<input type="text"/>
Email Address	<input type="text" value="Tika.Gautam@houstontx.gov"/>		

Company's Name	<input type="text" value="City of Tyler"/>		
Name of Contact	<input type="text" value="Jimmie Johnson"/>	Contact Title	<input type="text" value="Water Production & Water Quality"/>
Present Address	<input type="text" value="511 West Locust"/>		
City	<input type="text" value="Tyler"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="75702"/>
Telephone Number	<input type="text" value="(903) 939-1538"/>	FAX Number	<input type="text"/>
Email Address	<input type="text" value="jjohnson@tylertexas.com"/>		

Company's Name	<input type="text" value="City of Austin"/>		
Name of Contact	<input type="text" value="Jody Slagle"/>	Contact Title	<input type="text" value="Hornsby Bend BMP"/>
Present Address	<input type="text" value="2210 South FM 973"/>		
City	<input type="text" value="Austin"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="78725"/>
Telephone Number	<input type="text" value="(512) 972-1950"/>	FAX Number	<input type="text"/>
Email Address	<input type="text" value="Jody.Slagle@austintexas.gov"/>		

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

SOLICITATION NO **STA1091**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

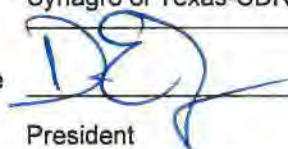
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 5th day of August, 2013.

CONTRACTOR

Synagro of Texas-CDR, Inc.

Authorized Signature



Title

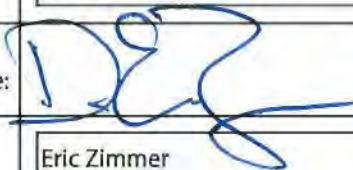
President

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. STA1091

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. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	Synagro of Texas-CDR, Inc.		
Signature of Officer or Authorized Representative:		Date:	Aug 5, 2013
Printed Name:	Eric Zimmer		
Title:	President		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. STA1091
FOR

BIOSOLIDS HAULING SERVICES AND LAND APPLICATION

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by 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) 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.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's
Explanation:

N/A

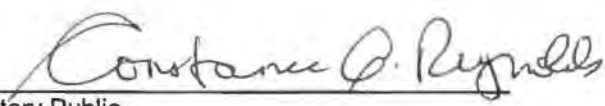
7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	Synagro of Texas-CDR, Inc.
Printed Name:	Eric Zimmer
Title:	President


Signature of Officer or Authorized Representative:

Constance A. Reynolds
Notary Public
Anne Arundel County, MD
My Commission Expires 8/1/2015

Subscribed and sworn to before me this 5th day of August, 2013.


Notary Public

My Commission Expires Aug. 1, 2015

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. STA1091

Pursuant to the Living Wages and Benefits provision (reference 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 \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:


- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add	Paul Beydler	Technical Services Manager
Delete		
Add	Jesse Perez	Operations Manager
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) 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 employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	Synagro of Texas-CDR, Inc.		
Signature of Officer or Authorized Representative:		Date:	Aug 5, 2013
Printed Name:	Eric Zimmer		
Title:	President		


**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

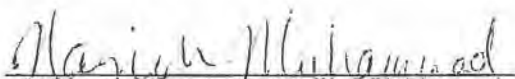
Contract Number:	STA1091
Description of Services:	BIOSOLIDS HAULING SERVICES AND LAND APPLICATION
Contractor Name:	Synagro of Texas-CDR, Inc.

Pursuant to the Living Wages and Benefits provision of the contract (reference 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 \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Technical Services Manager		
Signature of Employee:		Date:	August 5, 2013
Employee's Printed Name:	PAUL B. BEYDLER		


(Witness Signature)

Nazirah Muhammad
(Printed Name)

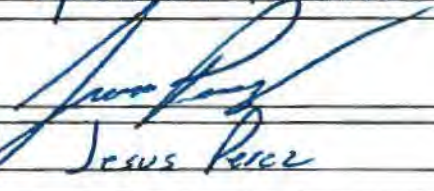
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**


Contract Number:	STA1091
Description of Services:	BIOSOLIDS HAULING SERVICES AND LAND APPLICATION
Contractor Name:	Synagro of Texas-CDR, Inc.

Pursuant to the Living Wages and Benefits provision of the contract (reference 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 \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Operations MANAGER		
Signature of Employee:		Date:	8/2/2013
Employee's Printed Name:	Jesus Ricci		


(Witness Signature)

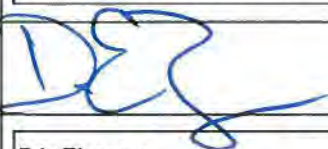

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. STA1091

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

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☒ Texas Resident Bidder - A Bidder whose principal 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.
- ☐ Non-resident Bidder

Bidder's Name:	<div style="border: 1px solid black; min-height: 20px;">Synagro of Texas-CDR, Inc.</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; min-height: 20px;">Aug 5, 2013</div>
Printed Name:	<div style="border: 1px solid black; min-height: 20px;">Eric Zimmer</div>		
Title:	<div style="border: 1px solid black; min-height: 20px;">President</div>		

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: STA1091

PROJECT NAME: BIOSOLIDS HAULING SERVICES AND LAND APPLICATION

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer 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 Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer 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 Bidder/Proposer 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 or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes X 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 Bid/Proposal in a 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, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, 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.

Synagro of Texas-CDR, Inc.

Company Name

Eric Zimmer, President

Name and Title of Authorized Representative (Print or Type)


Signature

August 5, 2013

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: STA1091

PROJECT NAME: BIOSOLIDS HAULING SERVICES AND LAND APPLICATION

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Synagro of Texas-CDR, Inc.		
Address	435 Williams Court, Suite 100		
City, State Zip	Baltimore, MD 21220		
Phone	443-489-9000	Fax Number	443-489-9042
Name of Contact Person	Andrew Bosinger		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" 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.

Erie Zimmer, President
Name and Title of Authorized Representative (Print or Type)

[Signature]
Signature

August 5, 2013

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.

Sub-Contractor/Consultant	Sprint Waste Services, L.P.		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input checked="" type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Will Swinbank	Phone Number:	713-545-4523
Amount of Subcontract	\$ 3,000,000 - \$3,500,000		
List commodity codes & description of services	Transportation		

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

I have reviewed this plan, I acknowledge that the proposer (HAS or HAS NOT) complied with City Code Chapter 2.9A B/C/D, as amended.

Reviewing Counselor

Raymond M. Young
Date 8/30/2013

Director/Deputy Director

[Signature]
Date 08/29/13

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: STA1091

PROJECT NAME: BIOSOLIDS HAULING SERVICES AND LAND APPLICATION

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer 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 Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer 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 Bidder/Proposer 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 or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes X 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 Bid/Proposal in a 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, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, 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.

Synagro of Texas-CDR, Inc.

Company Name

Eric Zimmer, President

Name and Title of Authorized Representative (Print or Type)

Signature

August 5, 2013

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: STA1091

PROJECT NAME: BIOSOLIDS HAULING SERVICES AND LAND APPLICATION

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Synagro of Texas-CDR, Inc.		
Address	435 Williams Court, Suite 100		
City, State Zip	Baltimore, MD 21220		
Phone	443-489-9000	Fax Number	443-489-9042
Name of Contact Person	Andrew Bosinger		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" 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.

Eric Zimmer, President

Name and Title of Authorized Representative (Print or Type)


Signature

August 5, 2013

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	Sprint Waste Services, L.P.		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input checked="" type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Will Swinbank	Phone Number:	713-545-4523
Amount of Subcontract	\$ 3,000,000 - \$3,500,000		
List commodity codes & description of services	Transportation		

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____



Memorandum

Date: July 25, 2013
To: City of Austin, Small and Minority Business Resources
From: Synagro of Texas – CDR, Inc.
Re: Solicitation No. STA1091
No Goal Utilization Plan - Good Faith Effort Documentation

SMBR Team:

Synagro of Texas-CDR, Inc. has submitted a response to SOLICITATION NO: STA1091 "BIOSOLIDS HAULING AND LAND APPLICATION". The City determined that "No Goals" were appropriate for this particular project. In preparing our work plan we identified the need for a subcontractor(s) permitted, insured, experienced and capable of transporting dewatered biosolids from the City's Hornsby Bend Biosolids Management Plant to agricultural sites provided by Synagro for beneficial use through land application.

We have reached out personally to the SMBR office, wherein Mr. Raymond Young provided a list maintained by the City of potentially qualified firms. Synagro has contacted each of the firms listed on the City's spreadsheet, requesting quotes from two of the three firms. The third firm was not qualified for the scope of services.

We received a response from only one of the two firms. The written quotation provided from that firm, however, substantially exceeded pricing obtained from other firms for the same services and therefore was not cost competitive.

Should you have any questions, please contact me as below:

Andrew Bosinger
Business Development Manager
Synagro of Texas – CDR, Inc.
410-271-1020 (c)
443-489-9087 (o)
abosinger@synagro.com

Thank you.

Andrew Bosinger

Vendor Code	M/WBE	G	Ethnicity	Vendor Name	V	Address	City	State	Postal Code	Loca	Phone	Fax	Email
CER7061725	NC	F	Caucasian	CERTES ENVIRONMENTAL		2025 Mckenzie Drive, Suite 160	Carrollton	Tx	75006-	TX	972-620-7966	972-620-	SWINQUEST@CERTESLABS.COM
**** Called 7-26-13. This firm is an environmental laboratory, no tranporation services available.													
VC0000102282	MDB	M	African American	CMS 2 TRUCKING INC		Po Box 141423	Austin	Tx	78714-1423	AU	512-431-1351		LHAULER@YAHOO.COM
**** Called 7-26-13 and spoke to Mr. Squire Elliott. Not currently licensed with TCEQ for sludge hauling.													
**** Will fax quote Wednesday or Thursday													
**** Sent email confirming request for quote, plus draft contract and contact information to send quote to Karl Vonlindenberg.													
**** A quote was received but it was not cost competitive for this project													
GRE8304338	WB	F	Caucasian	GREEN PLANET INC		6371 Hwy 276 W	Royse City	Tx	75189-5204	TX	972-636-1515	972-636-	HAICHA@GREENPLANETINC.COM
**** Called 7-26-13. Spoke to Lillian.													
**** Also spoke to Virginia, the owner, she is going to provide a quote.													
**** They are a registered sludge hauler with TCEQ.													
**** They do not have any end dumps of their own, but have access to some.													
**** Sent email confirming request for quote, plus draft contract and contact information to send quote to Karl Vonlindenberg.													
**** Quote has not been received as of 8/2													

Memorandum

Date: July 25, 2013
To: City of Austin, Small and Minority Business Resources
From: Synagro of Texas – CDR, Inc.
Re: Solicitation No. STA1091
No Goal Utilization Plan - Good Faith Effort Documentation

SMBR Team:

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We have reached out personally to the SMBR office, wherein Mr. Raymond Young provided a list maintained by the City of potentially qualified firms. Synagro has contacted each of the firms listed on the City's spreadsheet, requesting quotes from two of the three firms. The third firm was not qualified for the scope of services.

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Andrew Bosinger
Business Development Manager
Synagro of Texas – CDR, Inc.
410-271-1020 (c)
443-489-9087 (o)
abosinger@synagro.com

Thank you.

Andrew Bosinger

Vendor Code	M/WBE	G	Ethnicity	Vendor Name	V	Address	City	State	Postal Code	Loca	Phone	Fax	Email
CER7061725	NC	F	Caucasian	CERTES ENVIRONMENTAL		2025 Mckenzie Drive, Suite 160	Carrollton	Tx	75006-	TX	972-620-7966	972-620-	SWINQUEST@CERTESLABS.COM
**** Called 7-26-13. This firm is an environmental laboratory, no tranporation services available.													
VC0000102282	MDB	M	African American	CMS 2 TRUCKING INC		Po Box 141423	Austin	Tx	78714-1423	AU	512-431-1351		LHAULER@YAHOO.COM
**** Called 7-26-13 and spoke to Mr. Squire Elliott. Not currently licensed with TCEQ for sludge hauling.													
**** Will fax quote Wednesday or Thursday													
**** Sent email confirming request for quote, plus draft contract and contact information to send quote to Karl Vonlindenberg.													
**** A quote was received but it was not cost competitive for this project													
GRE8304338	WB	F	Caucasian	GREEN PLANET INC		6371 Hwy 276 W	Royse City	Tx	75189-5204	TX	972-636-1515	972-636-	HAICHA@GREENPLANETINC.COM
**** Called 7-26-13. Spoke to Lillian.													
**** Also spoke to Virginia, the owner, she is going to provide a quote.													
**** They are a registered sludge hauler with TCEQ.													
**** They do not have any end dumps of their own, but have access to some.													
**** Sent email confirming request for quote, plus draft contract and contact information to send quote to Karl Vonlindenberg.													
**** Quote has not been received as of 8/2													

Section 2.0 – TCEQ Permits

Copies of Synagro of Texas-CDR, Inc. TCEQ land application permits are attached.



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
SLUDGE TRANSPORTER REGISTRATION

Registration Number: 20009

CN601307630

RN105303606

12/19/2012

[Signature]
For the Commission

Company:	SYNAGRO OF TEXAS CDR INC	Last Update:	10/4/2012
Regulated Entity:	SYNAGRO OF TEXAS CDR	Expiration Date:	<u>8/31/2013</u>
Business Type:	CORPORATION	Status:	ACTIVE
County:	Harris	Registered Since:	4/25/1991
Haul waste from TX to another state?:	N	Region:	12
		Haul waste from another state to TX?:	N

Physical Address:

1000 BERING DR STE 1000
HOUSTON, TX 77057-3169

Mailing Address:

1000 BERING DR STE 1000
HOUSTON, TX 77057-3169

Contact Information:

Contact: MR. PAUL BEYDLER
Phone: 281-516-0305 Ext: 112
Fax: 281-516-1427
E-Mail: pbeydler@synagro.com

Sticker Numbers issued:

The stickers listed below will expire on 8/31/2013 .

3892	3893	3894	3895	3896	3897	3898	3899	3900	3917
3393	3394	2921	2922	2923	2924	2931	2932	2933	2934
2935	3140	3141	3142	3143					

This is your registration which reflects the information submitted on your application to the Register or Renew as a Transporter of Municipal Sludge(s) and Similar Wastes. Requirements for transportation are provided in accordance with 30 TAC Chapter 312. Issuance of this registration is not acknowledgement by the TCEQ that your operation is in full compliance with the rules and regulations of the TCEQ. Changes or additions referred to this notice require written notification to the TCEQ. Please keep a copy of this registration in every vehicle transporting sludge and all locations where business is being transacted under this registration.



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
SLUDGE TRANSPORTER

Transporter ID: 20009

12/19/2012


For the Commission

VEHICLE INFORMATION

Vehicle License	Year	Make	Date Issued	Capacity
AT43626	1999	MACK	7/6/2011	100 GAL
2CA344	2000	MACK	7/6/2011	100 GAL
2BX933	2006	MACK	11/10/2011	100 GAL
2CA585	1995	MACK	7/6/2011	100 GAL
02CTP7	2001	MACK	7/6/2011	100 GAL
2SU325	2005	MACK	7/6/2011	100 GAL
1043687	2005	FREIGHTLIN	7/6/2011	100 GAL
RF5T55	2005	FREIGHTLIN	7/6/2011	100 GAL
9D64876	2006	FREIGHTLIN	7/6/2011	100 GAL
1TH635	2006	FREIGHTLIN	7/6/2011	100 GAL
2AT334	2006	FREIGHTLIN	7/6/2011	100 GAL
1041020	2006	MACK	11/15/2011	
BL06103	2012	MACK	12/15/2011	
AABQ05	1997	KENWORTH	1/4/2012	
AJCY80	1992	KENWORTH	1/4/2012	
AUL114	1993	PETERBILT	1/4/2012	
BCDE15	1996	INTERNATIO	1/18/2012	25 CY
TEMP1	1996	KENWORTH	1/18/2012	25 CY
AUFR15	2000	FREIGHTLIN	1/18/2012	25 CY
TEMP2	1995	KENWORTH	1/18/2012	25 CY
BCDE13	1997	PETERBILT	1/18/2012	25 CY
X856243	1988	MACK	10/4/2012	
PK824B	2006	MACK	10/4/2012	
0057H11	2007	KENWORTH	10/4/2012	
1031195	2007	MACK	10/4/2012	

Total Vehicles: 25

*UOM - Units of Measure

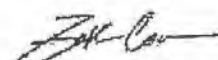


TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SLUDGE TRANSPORTER

Transporter ID: 20009

12/19/2012


For the Commission*DISPOSAL FACILITY INFORMATION*

Disposal Facility Permit ID	Waste Type	Disposal Facility's Name	Disposal Facility's Phone
218C	WW	SOUTHEAST LANDFILL	

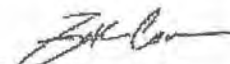
WW:	Wastewater Treatment Plant Sludge	GT:	Chemical Toilet Waste	Grit Trap Waste
WT:	Water Treatment Plant Sludge	GT:	Grit Trap Waste	
DS:	Septic Tank Waste	GS:	Grease Trap Waste	



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
SLUDGE TRANSPORTER

Transporter ID: 20009

12/19/2012


For the Commission

DISPOSAL FACILITY INFORMATION

Disposal Facility Permit ID	Waste Type	Disposal Facility's Name	Disposal Facility's Phone
WQ0011314001	WW	CANDLELIGHT HILLS WWTP	7139833300
WQ0010781002	WW	N B DAVIDSON SOUTH WWTP	9362955644
WQ0014210001	WW	LAKE CONROE KOA WWTP	7135535407
WQ0010397003	WW	BROWNSVILLE PUB SOUTHSIDE WWTP	9569836557
WQ0010395008	WW	BAYTOWN WEST DISTRICT WWTP	2814205892
WQ0010495003	WW	ALMEDA SIMS WWTP	7134343613
WQ0010495101	WW	IMPERIAL VALLEY WWTP	2814484226
WQ0010187002	WW	NORTH SIDE WWTP	7136419188
WQ0010495146	WW	KINGWOOD CENTRAL WWTP	7136714200
WQ0010395010	WW	NORTHEAST DISTRICT WWTP	2814211819
WQ0010397005	WW	BROWNSVILLE PUB ROBINDALE WWTP	
WQ0010008002	WW	CITY OF SOUTHWEST REGIONAL WWTP	
1663B	WW	SOUTHWEST LANDFILL TX	
66B	WW	MESQUITE CREEK LANDFILL	
1447A	WW	BFI SUNSET FARMS LANDFILL	8306257894
2269	WW	CEFE VALENZUELA LANDFILL	3618261633
WQ0010401003	WW	GREENWOOD PLANT	3618557821
WQ0010401005	WW	BROADWAY WWTP	3618842061
WQ0004887000	WW	ROSEMARY TRACT	5129240807
WQ0004890000	WW	WILLIAMS FARM	5124436058
WQ0004910000	WW	MORRIS-PITCHFORD RANCH	9033882288
WQ0004909000	WW	J1 RANCH	9034772511
WQ0004591000	WW	ROY WRIGHT 2	

WW:	Wastewater Treatment Plant Sludge	GT:	PP:	Chemical Toilet Waste
WT:	Water Treatment Plant Sludge	GT:		Grit Trap Waste
DS:	Septic Tank Waste	GS:		Grease Trap Waste



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
SLUDGE TRANSPORTER

Transporter ID: 20009

12/19/2012


For the Commission

DISPOSAL FACILITY INFORMATION

Disposal Facility Permit ID	Waste Type	Disposal Facility's Name	Disposal Facility's Phone
WQ0012224001	WW	KLEIN ISD TRANSPORTATION	7139833436
WQ0010607003	WW	CITY OF ROSENBERG WWTP 1A	8325953580
WQ0010712001	WW	CITY OF SOUTHSIDE PLACE WWTP	7136880646
WQ0013355001	WW	FORT BEND COUNTY MUD 106 REGIONAL WWTP	2812751755
WQ0012003001	WW	FORT BEND COUNTY MUD 25 WWTP	2818979100
WQ0010495078	WW	INTERCONTINENTAL AIRPORT WWTP	7136419188
WQ0012726001	WW	HARRIS COUNTY MUD 155	2815784253
WQ0012110001	WW	KATY ISD MAYDE CREEK	2813914820
WQ0004723000	WW	LONNIE OWERS	9797321292
WQ0004671000	WW	DUNCAN RANCH 1	9792345489
WQ0011917001	WW	HARRIS COUNTY MUD 71 WWTP	2818979100
WQ0010495109	WW	TURKEY CREEK WWTP	7136419188
2234A	WW	LIQUID ENVIRONMENTAL SOLUTIONS	7136714800
WQ0011275002	WW	PRAIRIE VIEW A&M WWTP	2818303071
1273A	WW	CITY OF BROWNSVILLE LANDFILL	9565476584
WQ0004448000	WW	CARL MILLER FARMS 4	9368262127
WQ0004450000	WW	CARL MILLER FARMS 710084	9368262127
WQ0010495122	WW	CITY OF HOUSTON NORTHBELT WWTP	2818755551
WQ0010315001	WW	CITY OF WILLIS WWTP	9366722438
1193	WW	WHISPERING PINES LANDFILL	7136332720
710774	WW	SHERMAN WWTP BLU	9038927361
WQ0012622001	WW	WILLOW RIDGE ESTATES INC	7139090684

WW:	Wastewater Treatment Plant Sludge	GT:	Chemical Toilet Waste
WT:	Water Treatment Plant Sludge	GT:	Grit Trap Waste
DS:	Septic Tank Waste	GS:	Grease Trap Waste



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
SLUDGE TRANSPORTER

Transporter ID: 20009

12/19/2012

[Signature]
For the Commission

DISPOSAL FACILITY INFORMATION

Disposal Facility Permit ID	Waste Type	Disposal Facility's Name	Disposal Facility's Phone
261B	WW	MCCARTY ROAD LANDFILL TX	7136756101
WQ0011193001	WW	BRITMORE UTILITY	7133983000
WQ0013625001	WW	NORTHWEST HARRIS COUNTY MUD 20 WWTP	7139833000
WQ0012025002	WW	BILMA PUD	2813539809
WQ0012541001	WW	CHASEWOOD WSC WWTP	7139833412
WQ0011807001	WW	FOREST HILLS MUD WWTP	2813768802
WQ0011989001	WW	FRY ROAD MUD	2812092020
WQ0011409001	WW	KLEINWOOD CENTRAL	7139833412
WQ0014124001	WW	CEDRIC SMITH ELEMENTARY SCHOOL WWTP	2812522216
WQ0012223001	WW	WEST HARRIS COUNTY MUD 15 WWTP	2815784200
WQ0011371001	WW	MONTGOMERY COUNTY MUD 8 WWTP	2819247699
79	WW	SAN ANGELO LANDFILL	3256556869
2093B	WW	COVEL GARDENS LANDFILL AND RECYCLING SAN ANTONIO	2106238800
WQ0010706001	WW	CITY OF KATY WWTP	2813914820
WQ0011770001	WW	HARRIS COUNTY MUD 50 WWTP	2813282041
WQ0011044001	WW	MEMORIAL HILLS UD WWTP	7136256500
WQ0011824001	WW	NORTHWEST HARRIS COUNTY MUD 5 WWTP 1	7136512222
WQ0010495116	WW	CITY OF HOUSTON UPPER BRAYS WWTP	7136419153
WQ0010607002	WW	CITY OF ROSENBERG WWTP 3	8325953300
WQ0013209001	WW	LAKE LIVINGSTON VILLAGE WWTP	9363652292
WQ0010495009	WW	CHOCOLATE BAYOU WWTP	7136419188

WW:	Wastewater Treatment Plant Sludge	GT:	Chemical Toilet Waste	Grit Trap Waste
WT:	Water Treatment Plant Sludge	GT:	Grit Trap Waste	
DS:	Septic Tank Waste	GS:	Grease Trap Waste	

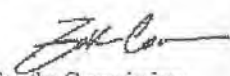


TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SLUDGE TRANSPORTER

Transporter ID: 20009

12/19/2012


For the Commission*DISPOSAL FACILITY INFORMATION*

Disposal Facility Permit ID	Waste Type	Disposal Facility's Name	Disposal Facility's Phone
WQ0010653002	WW	SOUTHSIDE WWTP	9035311239
WQ0010653001	WW	CITY OF TYLER WESTSIDE WWTP	9035311239
WQ0004507000	WW	GERALD WIMBERLY SITE	9038392593
WQ0010495023	WW	HOMESTEAD WWTP	7136714200
WQ0010495076	WW	NORTHWEST WWTP	7136714200
WQ0012222001	WW	BRITTMORE WEST BY NORTHWEST WWTP	2813760191
2027	WW	BFI GOLDEN TRIANGLE LANDFILL	4098425091
WQ0004441000	WW	KAECHELE RANCH	9792345039
WQ0004590000	WW	ROY WRIGHT 1	7138408923
WQ0010495115	WW	NORTHBOROUGH MUD WWTP	7136419188
WQ0011969001	WW	MAYDE CREEK MUD REGIONAL WWTF	8324671599
39001	WW	CONROE INDUSTRIAL NON-HAZARDOUS LANDFILL	9364412722
2270	WW	FORT BEND REGIONAL LANDFILL	9797934431
WQ0004445000	WW	CARL MILLER FARMS 1	9368262127
WQ0010607002	WW	CITY OF ROSENBERG WWTP 2	8325953300
WQ0010568005	WW	DALLAS SALMON WWTP	2813384898
WQ0010258001	WW	RICHMOND NORTH SECOND STREET WWTP	2813417882
WQ0010137033	WW	DOS RIOS WATER RECYCLING CENTER	2106281941
1410C	WW	BFI WASTE TESSMAN ROAD LANDFILL	2106614104
1505A	WW	BLUE RIDGE LANDFILL	2818356142
1327B	WW	PINEHILL LANDFILL	9039848621

WW: Wastewater Treatment Plant Sludge
WT: Water Treatment Plant Sludge
DS: Septic Tank Waste

PP: Chemical Toilet Waste
GT: Grit Trap Waste
GS: Grease Trap Waste



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
SLUDGE TRANSPORTER

Transporter ID: 20009

12/19/2012


For the Commission

DISPOSAL FACILITY INFORMATION

Disposal Facility Permit ID	Waste Type	Disposal Facility's Name	Disposal Facility's Phone
WQ0004447000	WW	CARL GLEN MILLER	9798262127
WQ0004449000	WW	CARL MILLER FARMS	9798262127
1721A	WW	COASTAL PLAINS RECYCLING AND DISPOSAL FACILITY	2812881708
1752B	WW	SECURITY LANDFILL RDF	2815923543
1535B	WW	BAYTOWN LANDFILL	2813832454
1307C	WW	ATASCOCITA RECYCLING AND DISPOSAL FACILITY	2814466545
WQ0010495090	WW	69TH STREET WWTP	7136714200
2242A	WW	WESTERN WASTE OF TEXAS NEWTON COMPLEX	4097469919
WQ0003893000	WW	CARL MILLER LIME STABILIZATION FACILITY	9368262127
1972A	WW	GREENWOOD FARMS LANDFILL	9035665007
356	WW	VITAL EARTH RESOURCES	9036364817
WQ0004451000	WW	CAMPBELL RANCH	7136524068
WQ0004503000	WW	VOYLES RANCH BLU SITE	9038526376
WQ0004446000	WW	CARL MILLER FARMS 2	9798262127
WQ0004505000	WW	VOYLES RANCH HE 2	9038526376
WQ0010495119	WW	KEEGANS BAYOU WWTP	7136714200
WQ0010495002	WW	SIMS BAYOU PLANT	7136714200
WQ0013627001	WW	CYPRESS LAKES WWTP	2815929501
1149A	WW	GALVESTON COUNTY LANDFILL	4097271551
WQ0004504000	WW	BUCK MILLER HE3 RANCH	2143734537
WQ0004506000	WW	BUCK MILLER SITE 4 SLUDGE	2143734537

WW: Wastewater Treatment Plant Sludge
WT: Water Treatment Plant Sludge
DS: Septic Tank Waste
GT: Grit Trap Waste
GS: Grease Trap Waste
PP: Chemical Toilet Waste



Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

PERMIT NO. WQ0004591000

This is a renewal that replaces
Permit No. WQ0004591000
issued March 30, 2007.

PERMIT TO LAND APPLY SEWAGE SLUDGE
under provisions of Chapter 26 of the Texas Water Code,
Chapter 361 of Health and Safety Code, Chapter 312 of Texas Administrative Code.

I. PERMITTEE:

Synagro of Texas-CDR, Inc.
1002 Village Square, Suite C
Tomball, Texas 77375

II. AUTHORIZATION:

Beneficial Land Application of Wastewater Treatment Plant (WWTP) sewage sludge.

III. GENERAL DESCRIPTION AND LOCATION OF SITE:

Description: The permittee is authorized to land apply WWTP sewage sludge at an annual rate not to exceed 8.88 dry tons/acre/year on Fields 1 and 3, and 7.79 dry tons/acre/year on Field 2 on 202.7 acres located within approximately 320 acres at this site.

Location: The land application site is located approximately 1 3/4 miles southeast of Rock Island, Texas, and approximately 2.5 miles south of the intersection of Alternate Highway 90 West and County Road 118 in Colorado County, Texas. (see Attachment A).

SIC Code: 0139

Drainage Basin: The land application site is located in the drainage area of Lake Texana, Segment No. 1604 of the Lavaca River Basin. No discharge of pollutants into water in the State is authorized by this permit.

This permit and the authorization contained herein shall expire at midnight five years from the date of issuance listed below.

ISSUED DATE: **MAY 26 2009**


For the Commission

RECEIVED

JUN 4 2009

IV. GENERAL REQUIREMENTS:

- A. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC Chapter 312 and all other applicable state and federal regulations in a manner which protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants which may be present in the sludge.
- B. Application for renewing this permit shall be submitted by the permittee at least 180 days prior to expiration date of this permit.
- C. WWTP sludge
 1. In all cases, the generator or processor of sewage sludge shall provide necessary analytical information to the parties who receive the sludge, including those receiving the sewage sludge for land application, to assure compliance with these regulations.
 2. Permittee shall not accept the sewage sludge that fails the Toxicity Characteristic Leaching Procedure (TCLP) test per the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I or other method, which receives the prior approval of the TCEQ for the contaminants listed in Table 1 of 40 CFR Section 261.24.
 3. Sewage sludge shall not be applied to the land if the concentration of any metal exceeds the ceiling concentration listed in Table 1 below. Additional information on the frequency of testing for metals is found in Section IX.

TABLE 1

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

4. 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

5. 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 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.
 6. 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.
 7. 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.
- D. The permittee shall maintain a commercial liability insurance policy for the duration of the permit that:
1. is issued by an insurance company authorized to do business in this state that has a rating by the A.M. Best Company of A- or better;

2. designates the commission as an additional insured; and
 3. is in an amount of not less than \$3 million.
- E. The permittee shall maintain an environmental impairment insurance policy for the duration of the permit that:
1. is issued by an insurance company authorized to do business in this state that has a rating by the A.M. Best Company of A- or better;
 2. designates the commission as an additional insured; and
 3. is in an amount of not less than \$3 million.

V. OPERATIONAL REQUIREMENTS:

The operation and maintenance of this land application site must be in accordance with 30 TAC Chapter 312 and Title 40 of the Code of Federal Regulations (40 CFR) Part 503 as they relate to land application for beneficial use. All applicable local and county ordinances must also be followed.

VI. REQUIRED MANAGEMENT PRACTICES:

- A. Sludge applications must 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.
- B. Sludge must not be applied to land that is flooded, frozen or snow-covered to prevent entry of bulk sewage sludge into wetland or other waters in the State.
- C. Sludge shall be land applied in a manner which complies with Management Requirements in accordance with 30 TAC Section 312.44 including maintaining the following buffer zones for each application area:

a.	Established school, institution, business or residence	750 feet
b.	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
c.	Solution channels, sinkholes, or other conduits to groundwater	200 feet
d.	Waters in the State of Texas - when sludge is not incorporated	200 feet
e.	Waters in the State of Texas - when sludge is incorporated within 48 hours of application and a vegetated cover is established	33 feet
f.	Private water supply well	150 feet
g.	Public right of way	50 feet

h.	Property boundary	50 feet
i.	Irrigation conveyance canals	10 feet

- D. Sludge must be applied to the land at an annual application rate that is equal to or less than the agronomic rate for the vegetation in the area on which the sludge is applied.
- E. The seasonally high water table, groundwater table, or depth to water-saturated soils must be at least three (3) feet below the treatment zone for soils with moderate to slow permeability (less than two inches per hour) or four (4) feet below the treatment zone for soils with rapid to moderately rapid permeability (between two and twenty inches per hour). Sludge can not be applied to soils with permeation rates greater than twenty inches per hour.
- F. Sludge must be applied by a method and under conditions that prevent runoff beyond the active application area and that protect the quality of the surface water and the soils in the unsaturated zone. In addition the following conditions must be met:
1. Sludge must be applied uniformly over the surface of the land.
 2. Sludge must not be applied to areas where permeable surface soils are less than 2 feet thick.
 3. Sludge must not be applied during rainstorms or during periods in which surface soils are water-saturated.
 4. Sludge must not be applied to any areas having a slope in excess of 8%.
 5. Where runoff from the active application area is evident, the operator must cease further sludge application until the condition is corrected.
 6. 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.
 7. Sludge application practices must not allow uncontrolled public access, so as to protect the public from potential health and safety hazards at the site.
 8. 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 VI.C. must not have any sludge applied on them.
- G. 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.

VII. PATHOGEN CONTROL:

- A. 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.

1. 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 degrees 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 percent.

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 Processes to Further Reduce Pathogens (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.

2. 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 provide 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.

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

1. 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.
2. 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.
3. 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.
4. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application of sewage sludge.
5. Animals shall not be allowed to graze on the land for 30 days after application of sewage sludge.

6. 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.
7. Public access to land with a high potential for public exposure shall be restricted for 1 year after application of sewage sludge.
8. Public access to land with a low potential for public exposure shall be restricted for 30 days after application of sewage sludge.
9. Land application of sludge shall be in accordance with the buffer zone requirements found in 30 TAC §312.44.

VIII. VECTOR ATTRACTION REDUCTION REQUIREMENTS:

- A. 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 for Vector Attraction Reduction.

- Alternative 1 The mass of volatile solids in the sewage sludge shall be reduced by a minimum of 38 percent [30 TAC §312.83(b)(1)].
- 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 degrees Celsius. Volatile solids must be reduced by less than 17 percent to demonstrate compliance [30 TAC §312.83(b)(2)].
- 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 a percent solids of two percent or less aerobically in the laboratory in a bench-scale unit for 30 additional days at 20 degrees Celsius. Volatile solids must be reduced by less than 15 percent to demonstrate compliance [30 TAC §312.83(b)(3)].
- 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 degrees Celsius. This test may only be run on sludge with a total percent solids of 2.0% or less [30 TAC §312.83(b)(4)].
- 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 degrees Celsius and the average temperature of the sewage sludge shall be higher than 45 degrees Celsius [30 TAC §312.83(b)(5)].
- 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 [30 TAC §312.83(b)(6)].

- 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 percent 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 [30 TAC §312.83(b)(7)].
- 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 percent 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 [30 TAC §312.83(b)(8)].
- Alternative 9 Sewage sludge shall be injected below the surface of the land. No significant amount of the sewage sludge shall be present on the land surface within one hour after the sewage sludge is injected. 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 [30 TAC §312.83(b)(9)].
- Alternative 10 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. 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 [30 TAC §312.83(b)(10)].

IX. MONITORING REQUIREMENTS:

The sewage sludge must be monitored according to 30 TAC §312.46(a)(1) for the ten metals in Table 1 of Section IV.C.3, pathogen reduction, and vector attraction reduction.

- A. If the concentration of nitrogen or any of the metals in Table 1 in Section IV.C.3 exceeds the concentration used to calculate any of the MSARs in Sections IV.C.5 and IV.C.6, the MSAR for that element must be recalculated. If the sludge comes from multiple sources, the calculations must use Table 2 in Section IV.C.4 to provide a volume weighted average of all sludge that will be applied during the current monitoring period.
- B. After the sludge has been monitored according to 30 TAC §312.46(a)(1) for a period of two years, an application may be submitted to amend this permit to reduce the frequency of monitoring.
- C. The frequency of monitoring will be increased if recalculation of the agronomic rate increases the amount of sludge that can be applied to a higher threshold, as shown in 30 TAC §312.46(a)(1). The frequency of monitoring may also be increased if the TCEQ determines that the level of pollutants or pathogens in the sludge warrants such action.
- D. If WWTP sludge is received at this site for land application then the permittee must ensure that the test data for TCLP and PCBs is provided from the generators.

- E. All metal constituents and Fecal coliform or Salmonella sp. bacteria shall be monitored at the appropriate frequency pursuant to 30 TAC §312.46(a)(1).
- F. Representative samples of sewage sludge shall be collected and analyzed in accordance with the methods referenced in 30 TAC §312.7.

X. 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.

- A. Records of the following general information must be kept for all types of sludge land application permits:
 - 1. 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), which ever is applicable.
 - 2. The location, by street address, and specific latitude and longitude, of each site on which sewage sludge is applied.
 - 3. The number of acres in each site on which bulk sludge is applied.
 - 4. The dates, times and quantities of sludge is applied to each site.
 - 5. The cumulative amount of each pollutant in pounds per acre listed in Table 2 of Section IV.C.4 applied to each site.
 - 6. The total amount of sludge applied to each site in dry tons.
 - 7. A description of how the management practices listed above in Section IV.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).
- B. For Sewage Sludge with metal concentrations at or below levels in Table 3 of Section IV.C.4; 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):
 - 1. 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).
- C. For Sewage Sludge with metal concentrations at or below levels in Table 3 of Section IV.C.4; 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):
 - 1. 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).

2. 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).
- D. For Sewage Sludge with metal concentrations at or below levels in Table 1 of Section IV.C.3; 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):
 1. 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).
 2. 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).
 3. 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).

XI. REPORTING REQUIREMENTS:

- A. 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 1 of previous year through August 31 of current year. Additionally an "Annual Sludge Summary Report Form" (Attachment C) 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 12). 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 C of this permit) with following information. This information must be submitted by all permittees:
 - i. Permit number.
 - ii. The site location (address or latitude and longitude).
 - iii. Operator address, contact person name, telephone number, and fax number.
 - iv. Amount of sludge disposal dry weight (lbs/acre) at each disposal site.
 - v. Number of acres on which sludge is land applied.
 - vi. Vegetation grown and number of cuttings.
 - vii. Other items listed in the summary sheet.
 2. If the sludge concentration for any metal listed in Table 3 of Section IV.C.4 is exceeded, the report must include the following information:
 - i. Date and time of each sludge application.

- ii. All four certification statements required under 30 TAC §312.47(a)(5)(B).
 - iii. A description of how the information from the sludge generator was obtained, as per 30 TAC §312.42(e).
 - iv. A description of how each of the management practices in 30 TAC §312.44 were met for this site.
 - v. A description of how the site restrictions in 30 TAC §312.82(b)(3) were met for the site.
 - vi. If the vector attraction reduction requirements in 30 TAC §312.83(b)(9) or (10) are met, a description of how this was done.
 - vii. Soil and sludge test reports, as required in Section XII of this permit.
 - viii. 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.C.4, or similar form).
3. If none of the concentrations for the metals exceed the values listed in Table 3 in Section IV.C.4 of this permit:
- i. Information per 30 TAC §312.47(a)(3)(B) for Class A sludge.
 - ii. 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 IV.C.4 of this permit the permittee shall provide the following additional information:
- i. Date and time of each sludge application.
 - ii. The information in 30 TAC §312.47(a)(5)(A) must be obtained from the sludge generator and included in the report.
 - iii. The cumulative amount in pounds per acre of each pollutant listed in Table 2 in Section IV.C.4 applied to each application field of this site through bulk sewage sludge.
5. Permittee shall submit evidence that the permit holder is complying with the nutrient management plan developed by a **certified nutrient management specialist** in accordance with the practice standards of the Natural Resources Conservation Service of the United States Department of Agriculture.
- B. 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 D**) 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 12). Record retention requirements must be followed in accordance with 30 TAC §312.47.
- 1. The source, quality, and quantity of sludge applied to the land application unit.

2. The location of the land application unit, either in terms of longitude and latitude or by physical address, including the county.
3. The dates of delivery of Class B sludge.
4. The dates of application of Class B sludge.
5. The cumulative amount of metals applied to the land application unit through the application of Class B sludge.
6. Crops grown at the land application unit site.
7. The suggested agronomic application rate for the Class B sludge.

XII. 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 ₃ -N, mg/kg)		1 per year	X	X
2	Ammonium Nitrogen (NH ₄ -N,		1 per year	X	X
3	Total Nitrogen (TKN, mg/kg)	1	1 per year	X	X
4	Phosphorus (plant available, mg/kg)	2	1 per year	X	X
5	Potassium (plant available, mg/kg)	2	1 per year	X	X
6	Sodium (plant available, mg/kg)	2	1 per year	X	X
7	Magnesium (plant available, mg/kg)	2	1 per year	X	X
8	Calcium (plant available, mg/kg)	2	1 per year	X	X
9	Electrical Conductivity	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 (yields plant-available concentrations) with inductively coupled plasma.
 3. Electrical Conductivity (EC) - determine from extract of 2:1 (volume/volume) water/soil mixture and expressed in ds/m (same as mmho/cm).
 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 9045C - determine from extract of 2:1 (volume/volume) water/soil mixture.
- * 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.

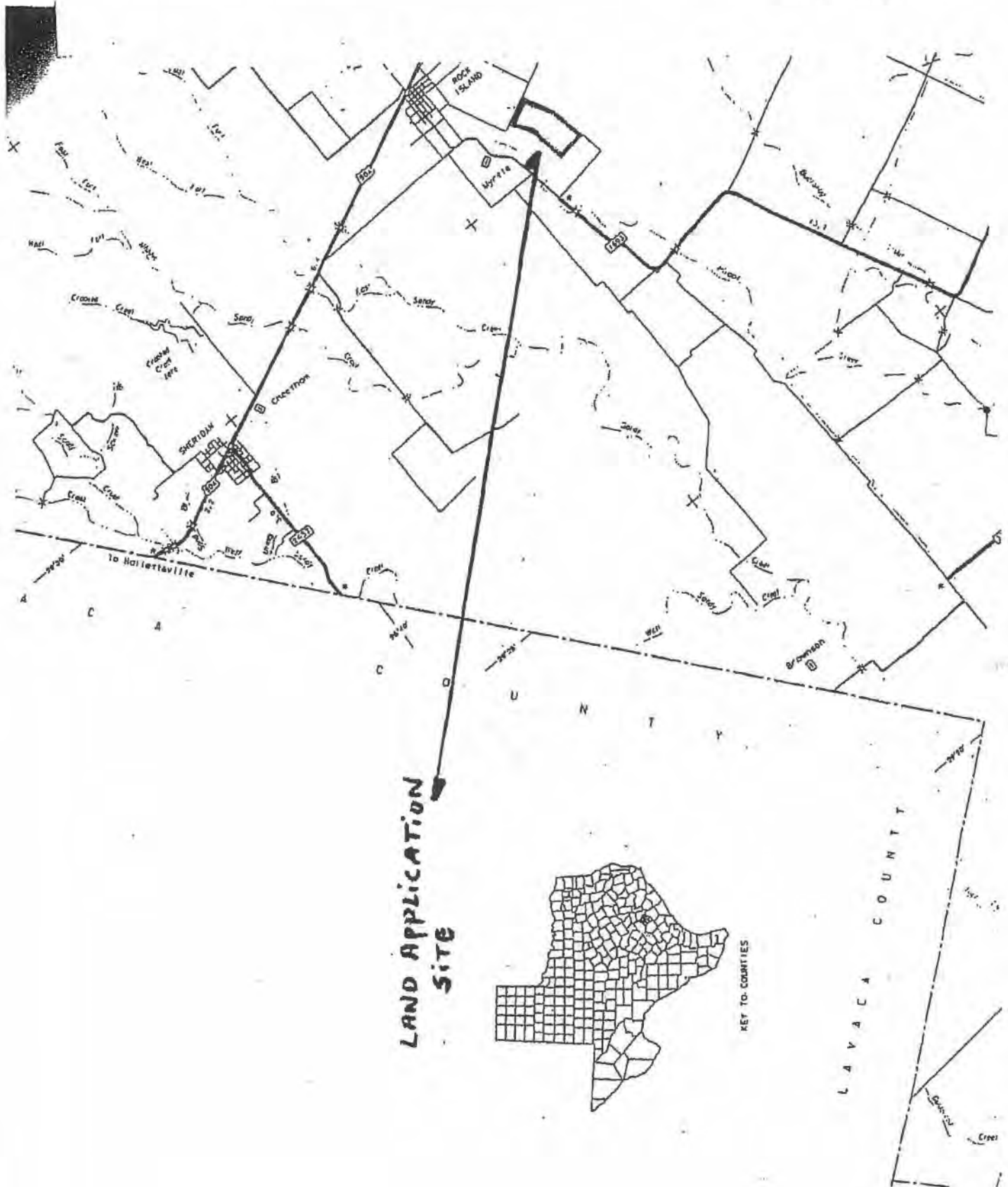
XIII. STANDARD PROVISIONS:

- A. This permit is granted in accordance with the Texas Water Code, Health and Safety 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 shall be reported 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 to the TCEQ Regional Office (MC Region 12) and to 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 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. Any noncompliance other than that specified in the Standard Provision B, or any required information not submitted or submitted incorrectly, shall be reported to the TCEQ Enforcement Division (MC 224) as promptly as possible.
- D. 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.
- E. Prior to any transfer of this permit, Commission approval must be obtained. The Commission must be notified, in writing, of any change in control or ownership of facilities authorized by this permit. Such notification should be sent to the Water Quality Applications Review and Processing Team (MC 148) of the Water Quality Division.
- F. 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.
- G. The permittee is subject to the provisions of 30 TAC §305.125.
- H. The permittee shall remit to the Commission annual fees per 30 TAC §312.9. Failure to pay the fees on time may result in revocation of this permit.
- I. This permit does not become a vested right in the permit holder.
- J. 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.

XIV. SPECIAL PROVISIONS:

- A. Maximum annual sludge application rate shall not exceed 8.88 dry tons/acre/year on Fields 1 and 3, and 7.79 dry tons/acre/year on Field 2 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. The permittee should consider nutrient management practices appropriate for land application of wastes assess the potential risk for nitrogen and phosphorus to contribute water quality impairment. Information on a certification program for Nutrient Management Specialists is available on the web at "<http://nmp.tamu.edu/>". Nutrient management should be practiced within the context of the Natural Resources Conservation Service (NRCS) Code 590 Practice Standard which addresses the kind, source, placement, form, amount, timing and application method of nutrients and soil amendments. This is available on the web at "http://efotg.nrcs.usda.gov/references/public/TX/finalTX590_07_09_07.pdf". The 590 Standard should be conducted using the Phosphorus Index, a simple screening tool to rank vulnerability of fields as sources of phosphorus loss to surface runoff. Information on Phosphorus index is available on the web at "http://efotg.nrcs.usda.gov/references/public/TX/TXTechNote15_rev.pdf". Annual analysis of extractable phosphorus in soil samples should be conducted using the Mehlich III extraction with inductively coupled plasma.
- C. For soils with permeability less than 2 inches per hour, the land application of sludge is prohibited if the soil is saturated or groundwater is present within a depth of 3 feet of the treatment zone as demonstrated through the determination of presence or absence of the perched or apparent water table. Records of monitoring data shall be maintained per 30 TAC §312.47. In the absence of groundwater monitoring, land application is prohibited during months that the most recently published soil survey data indicate that a perched or apparent water table may be present within 3 feet of the treatment zone.
- D. Application areas (Fields 1, 2, and 3) must be distinguished from each other by the use of flags, posting or fencing to ensure that each field is separated.

Attachment A



TCEQ

Attachment C

Annual Sludge Summary Report Form

- Note 1: If your site has more than one land application field, please submit a separate form for each field.
Note 2: Please note, in addition to the summary form, you need to 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: Also send one complete copy of your report and this form to the TCEQ regional office in your area.

For TCEQ Fiscal year _____; Reporting period from September 1, _____, August 31, _____

PERMIT NO.: _____		DATE: _____
NAME OF PERMITTEE: _____		
MAILING ADDRESS: _____		

CONTACT PERSON: Name: _____ Telephone No: _____		

Field No(if any): _____ (Please submit a separate form for each field).

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. Treated Domestic Septage - Land Applied : _____ gallons/year
 - a.. Method used to treat Domestic Septage: _____
3. Water Treatment Plant Sludge:
 - a.. Land Applied: _____ dry tons/year;
 - b.. Dedicated Land Disposal: _____ dry tons/year
 - c.. Disposed Via monofill : _____ dry tons/year

Class A sludge land applied : _____ dry tons / year

Acreage used for Sludge Application/disposal at this site: _____ acresSite Vegetation (such as grass type etc) and # of cuttings: _____**Sewage Sludge only – Please provide information regarding the following 3 items:-**

1. Does any of the sludge you have generated or received NOT MEET the concentration limits for the metals listed in Table 3 of "30 TAC §312.43 (b)"? Yes _____ No _____
2. Has your field/site reached or exceeded 90% of the cumulative metal loading rates for any metals as listed in Table 2 of 30 TAC §312.43 (b)"? Yes _____ No _____
3. Has sewage sludge been applied to the field/site after 90% of cumulative metal loading rates for any of the metals per Table 2 of " 30 TAC §312.43 (b)" been reached? Yes _____ No _____

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

TCEQ**Attachment D****Quarterly Sludge Summary Report Form**

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 have more than one permitted site, then fill-out this form for each one of those sites.

Note 4: Please send a copy of this sheet and all attachments to the local TCEQ regional office.

For TCEQ Quarter _____ Reporting period from _____, to, _____

PERMIT NO.: _____ DATE: _____

NAME OF PERMITTEE: _____

MAILING ADDRESS: _____

CONTACT PERSON: Name: _____ Telephone No: _____

Field No: _____ (Submit separate form for each field, if site has two or more fields)

- Class B Sewage Sludge Land Applied : _____ dry tons / quarter
 - Treated Domestic Septage - Land Applied : _____ gallons / quarter
 - Method used to treat Domestic Septage: _____
 - Water Treatment Plant Sludge - Land Applied: _____ dry tons /quarter
 - 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: _____

Please attach the information regarding the following items (Sewage Sludge only):-

* Please note the following information shall be provided in computer generated report format:

* Please place check mark before each item below to indicate you have attached that item with 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 REPORT TO :

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

Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Bryan W. Shaw, Ph.D., *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 2, 2009

Gregg Roque
Synagro of Texas-CDR, Inc.
1002 Village Square, Suite C
Tomball, Texas 77375



RE: Synagro of Texas-CDR, Inc.
Permit No. WQ0004591000

This letter is your notice that the Texas Commission on Environmental Quality (TCEQ) executive director (ED) has issued final approval of the above-named application. According to 30 Texas Administrative Code (TAC) Section 50.135 the approval became effective on the date the ED signed the permit or other approval. A copy of the final approval is enclosed and cites the effective date.

You may file a **motion to overturn** with the chief clerk. A motion to overturn is a request for the commission to review the TCEQ executive director's approval of the application. Any motion must explain why the commission should review the TCEQ executive director's action. According to 30 TAC Section 50.139 an action by the ED is not affected by a motion to overturn filed under this section unless expressly ordered by the commission.

A motion to overturn must be received by the chief clerk within 23 days after the date of this letter. An original and 7 copies of a motion must be filed with the chief clerk in person or by mail. The Chief Clerk's mailing address is Office of the Chief Clerk (MC 105), TCEQ, P.O. Box 13087, Austin, Texas 78711-3087. On the same day the motion is transmitted to the chief clerk, please provide copies to Robert Martinez, Environmental Law Division Director (MC 173), and Blas Coy, Public Interest Counsel (MC 103), both at the same TCEQ address listed above. If a motion is not acted on by the commission within 45 days after the date of this letter, then the motion shall be deemed overruled.

You may also request **judicial review** of the ED's approval. According to Texas Water Code Section 5.351 a person affected by the ED's approval must file a petition appealing the ED's approval in Travis County district court within 30 days after the effective date of the approval. Even if you request judicial review, you still must exhaust your administrative remedies, which includes filing a motion to overturn in accordance with the previous paragraphs.

Individual members of the public may seek further information by calling the TCEQ Office of Public Assistance, toll free, at 1-800-687-4040.

Sincerely,

A handwritten signature in dark ink, appearing to read "LaDorna Castañuela".

LaDorna Castañuela
Chief Clerk

LDC/ka

cc: Blas Coy, TCEQ Public Interest Counsel (MC 103)

Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Bryan W. Shaw, Ph.D., *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 2, 2009

Mr. Gregg Roque
Synagro of Texas-CDR, Inc.
1002 Village Square, Suite C
Tomball, Texas 77375



Re: Synagro of Texas-CDR, Inc., Individual Permit No. WQ0004591000
CN601307630; RN103008827

Dear Mr. Roque:


Enclosed is a copy of the above referenced permit for your beneficial land use site. The permit contains several general and special conditions for the operation of the site. In addition, the operation activities of the site must be consistent with those represented in the application.

As required by the 30 Texas Administrative Code Chapter 312, you must submit copies of the results from soil sampling on an annual basis. These sample results should be filed with both the Texas Commission on Environmental Quality (TCEQ) in Austin and the appropriate TCEQ Regional Office and maintained in your records for five years. In addition, you must submit the Annual Sludge Report Summary Sheet by September 30th of each year. Please pay associated fees promptly when billed by the TCEQ each year during the term of this permit.

This permit will be in effect for five years from the date of approval or for the term stated on the permit. To renew this permit, an application for this action must be filed with the TCEQ at least 180 days prior to the expiration date.

If you have any questions, please contact Mr. Bijaya Chalise of the TCEQ's Wastewater Permitting Section at (512) 239-4671, or if by correspondence include MC-148 in the letterhead address below.

Sincerely,

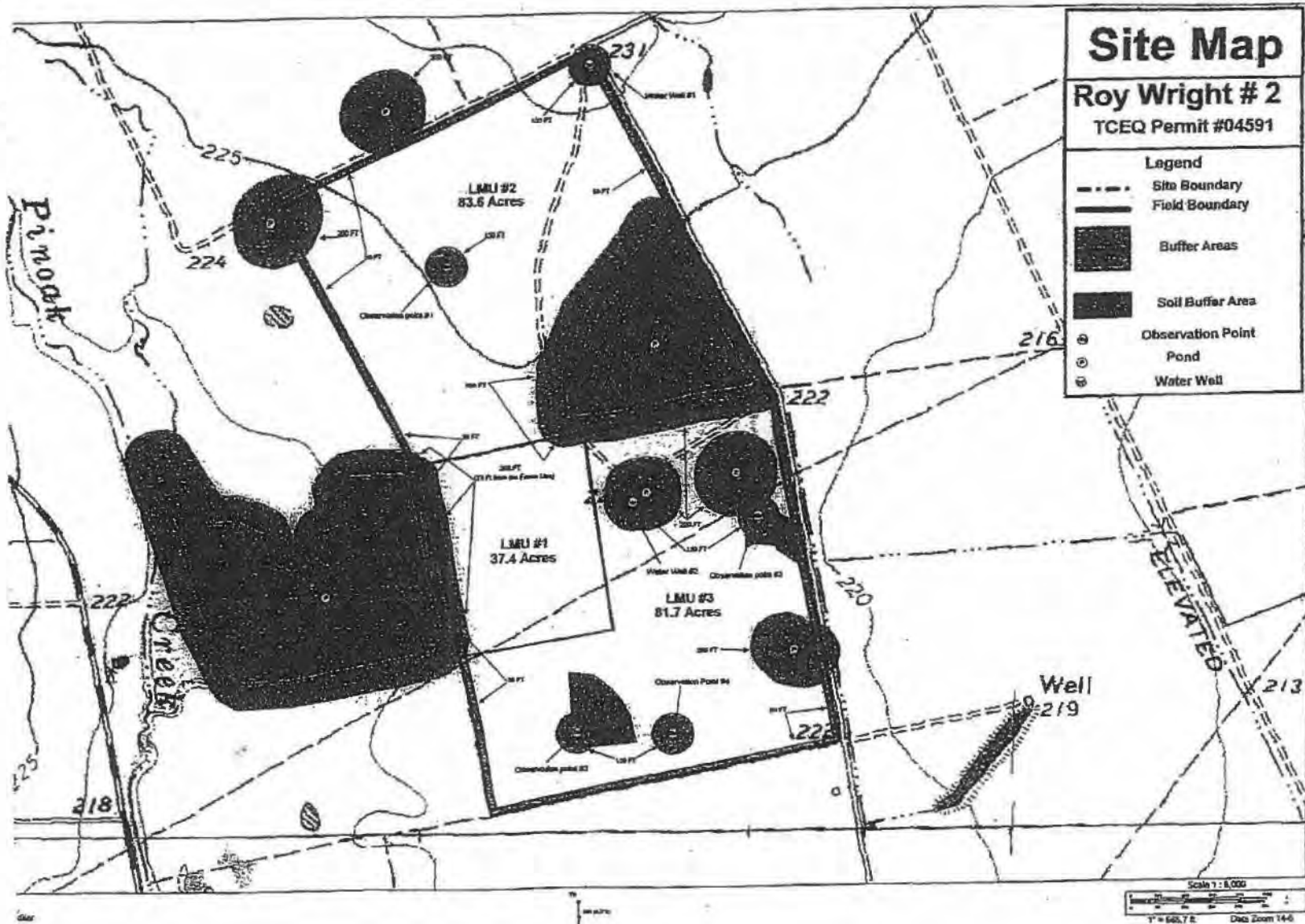

L'Oréal W. Stepney, P.E., Director
Water Quality Division

LWS/BC/evm

Enclosures

ccs: TCEQ, Region 12
The Honorable Al Jemison, 400 Spring Street, Columbus, Texas 77394

Attachment B



Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Bryan W. Shaw, Ph.D., *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 29, 2009

Mr. Greg Roque
Synagro of Texas-CDR, Inc.
1002 Village Square Road, Suite C
Tomball, Texas 77375

Re: Synagro of Texas-CDR, Inc., Individual Permit No. WQ0004441000
CN601307630, RN102994514

Dear Mr. Roque:

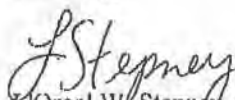
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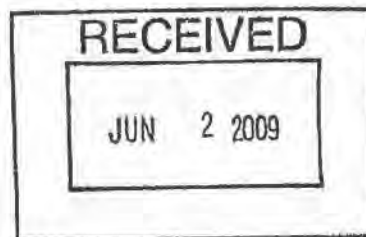

L'Oreal W. Stepney, P.E., Director
Water Quality Division

LWS/BC/evm

Enclosures

ccs: TCEQ, Region 12

The Honorable Al Jemison, Colorado County Judge, P.O. Box 236, Columbus, Texas 78934
The Honorable John Murrile, Wharton County Judge, 309 East Milam, Room 600, Wharton, Texas 77488



Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Bryan W. Shaw, Ph.D., *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 29, 2009

Greg Roque
Synagro of Texas-CDR, Inc.
1002 Village Square Road, Suite C
Tomball, Texas 77375-4489

RE: Synagro of Texas-CDR, Inc.
Permit No. WQ0004441000

This letter is your notice that the Texas Commission on Environmental Quality (TCEQ) executive director (ED) has issued final approval of the above-named application. According to 30 Texas Administrative Code (TAC) Section 50.135 the approval became effective on the date the ED signed the permit or other approval. A copy of the final approval is enclosed and cites the effective date.

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Sincerely,

A handwritten signature in dark ink, appearing to read "LaDonna Castañuela".

LaDonna Castañuela
Chief Clerk

LDC/ka

cc: Blas Coy, TCEQ Public Interest Counsel (MC 103)



TCEQ PERMIT NO. WQ0004441000

Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

This is a renewal of Permit No.
04441 issued September 19,
2003.

PERMIT TO LAND APPLY SEWAGE SLUDGE
under provisions of Chapter 26 of the Texas Water Code,
Chapter 361 of Health and Safety Code, Chapter 312 of Texas Administrative Code.

I. PERMITTEE:

Synagro of Texas-CDR, Inc.
1002 Village Square Road, Suite C
Tomball, Texas 77375

RECEIVED

JUN 2 2009

II. AUTHORIZATION:

Beneficial Land Application of Wastewater Treatment Plant (WWTP) sewage sludge

III. GENERAL DESCRIPTION AND LOCATION OF SITE:

Description: The permittee is authorized to land apply WWTP sewage sludge at an annual rate not to exceed 6.02 dry tons/acre/year on Fields 2A, 4A and 19A, 7.17 dry tons/acre/year on Field 3A, 9.98 dry tons/acre/year on Fields 5A, 6A, 6B, 6C, 31B and 31C, 8.29 dry tons/acre/year on Fields 7A, 9A, 10A, and 35A, 6.59 dry tons/acre/year on Fields 8A, 20A, 20B, 21A, 21B, 23A and 24A, 7.14 dry tons/acre/year on Fields 9B, 11A, 11B, 11C, 11D, 12B, 26A, 27A, 28A, and 34A, 7.71 dry tons/acre/year on Fields 12A, 13A, 36B, 7.95 dry tons/acre/year on Field 14A, 9.13 dry tons/acre/year on Field 15A, 10.04 dry tons/acre/year on Fields 16A, 17B, 18A, and 18B, 8.44 dry tons/acre/year on Fields 17A, 29A, 29B, 31A and 33A, 8.86 dry tons/acre/year on Fields 30A, and 36A, 5.85 dry tons/acre/year on Fields 30B, and 30C, 7.01 dry tons/acre/year on Field 32A, and 7.63 dry tons/acre/year on Fields 37A and 37B on 4914.35 acres located within approximately 6,228 acres at this site.

Location: The sewage sludge land application site is located adjacent to the north side of Farm-to-Market Road 1093, extending north to Farm-to-Market Road 3013, approximately 4.5 miles east of the City of Eagle Lake, and immediately west and south of the San Bernard River in Colorado and Wharton County, Texas.
(See Attachment A).

SIC Code: 0139

Drainage Basin: The land application site is located in the drainage area of San Bernard River above tidal in Segment No. 1302 of the Brazos-Colorado Coastal River Basin.

This permit and the authorization contained herein shall expire at midnight five years from the date of issuance listed below.

ISSUED DATE: MAY 19 2009

For the Commission

IV. GENERAL REQUIREMENTS:

- A. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC Chapter 312 and all other applicable state and federal regulations in a manner which protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants which may be present in the sludge.
- B. Application for renewing this permit shall be submitted by the permittee at least 180 days prior to expiration date of this permit.
- C. WWTP sludge
 - 1. In all cases, the generator or processor of sewage sludge shall provide necessary analytical information to the parties who receive the sludge, including those receiving the sewage sludge for land application, to assure compliance with these regulations.
 - 2. Permittee shall not accept the sewage sludge that fails the Toxicity Characteristic Leaching Procedure (TCLP) test per the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I or other method, which receives the prior approval of the TCEQ for the contaminants listed in Table 1 of 40 CFR Section 261.24.
 - 3. Sewage sludge shall not be applied to the land if the concentration of any metal exceeds the ceiling concentration listed in Table 1 below. Additional information on the frequency of testing for metals is found in Section IX.

TABLE 1

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

- 4. 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

5. 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.
6. 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.
7. 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.
- D. The permittee shall maintain a commercial liability insurance policy for the duration of the permit that:
 1. is issued by an insurance company authorized to do business in this state that has a rating by the A.M. Best Company of A- or better;

2. designates the commission as an additional insured; and
 3. is in an amount of not less than \$3 million.
- E. The permittee shall maintain an environmental impairment insurance policy for the duration of the permit that:
1. is issued by an insurance company authorized to do business in this state that has a rating by the A.M. Best Company of A- or better;
 2. designates the commission as an additional insured; and
 3. is in an amount of not less than \$3 million.

V. OPERATIONAL REQUIREMENTS:

The operation and maintenance of this land application site must be in accordance with 30 TAC Chapter 312 and Title 40 of the Code of Federal Regulations (40 CFR) Part 503 as they relate to land application for beneficial use. All applicable local and county ordinances must also be followed.

VI. REQUIRED MANAGEMENT PRACTICES:

- A. Sludge applications must 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.
- B. Sludge must not be applied to land that is flooded, frozen or snow-covered to prevent entry of bulk sewage sludge into wetland or other waters in the State.
- C. Sludge shall be land applied in a manner which complies with Management Requirements in accordance with 30 TAC Section 312.44 including maintaining the following buffer zones for each application area:

a.	Established school, institution, business or residence	750 feet
b.	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
c.	Solution channels, sinkholes, or other conduits to groundwater	200 feet
d.	Waters in the State of Texas - when sludge is not incorporated	200 feet
e.	Waters in the State of Texas - when sludge is incorporated within 48 hours of application and a vegetated cover is established	33 feet
f.	Private water supply well	150 feet
g.	Public right of way	50 feet

h.	Property boundary	50 feet
i.	Irrigation conveyance canals	10 feet

- D. Sludge must be applied to the land at an annual application rate that is equal to or less than the agronomic rate for the vegetation in the area on which the sludge is applied.
- E. The seasonally high water table, groundwater table, or depth to water-saturated soils must be at least three (3) feet below the treatment zone for soils with moderate to slow permeability (less than two inches per hour) or four (4) feet below the treatment zone for soils with rapid to moderately rapid permeability (between two and twenty inches per hour). Sludge can not be applied to soils with permeation rates greater than twenty inches per hour.
- F. Sludge must be applied by a method and under conditions that prevent runoff beyond the active application area and that protect the quality of the surface water and the soils in the unsaturated zone. In addition the following conditions must be met:
1. Sludge must be applied uniformly over the surface of the land.
 2. Sludge must not be applied to areas where permeable surface soils are less than 2 feet thick.
 3. Sludge must not be applied during rainstorms or during periods in which surface soils are water-saturated.
 4. Sludge must not be applied to any areas having a slope in excess of 8%.
 5. Where runoff from the active application area is evident, the operator must cease further sludge application until the condition is corrected.
 6. 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.
 7. Sludge application practices must not allow uncontrolled public access, so as to protect the public from potential health and safety hazards at the site.
 8. 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 VI.C. must not have any sludge applied on them.
- G. 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.

VII. PATHOGEN CONTROL:

- A. 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.

1. 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 degrees 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 percent.

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 Processes to Further Reduce Pathogens (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.

2. 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 provide 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.

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

1. 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.
2. 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.
3. 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.
4. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application of sewage sludge.
5. Animals shall not be allowed to graze on the land for 30 days after application of sewage sludge.

6. 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.
7. Public access to land with a high potential for public exposure shall be restricted for 1 year after application of sewage sludge.
8. Public access to land with a low potential for public exposure shall be restricted for 30 days after application of sewage sludge.
9. Land application of sludge shall be in accordance with the buffer zone requirements found in 30 TAC §312.44.

VIII. VECTOR ATTRACTION REDUCTION REQUIREMENTS:

- A. 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 for Vector Attraction Reduction.

- Alternative 1 The mass of volatile solids in the sewage sludge shall be reduced by a minimum of 38 percent [30 TAC §312.83(b)(1)].
- 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 degrees Celsius. Volatile solids must be reduced by less than 17 percent to demonstrate compliance [30 TAC §312.83(b)(2)].
- 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 a percent solids of two percent or less aerobically in the laboratory in a bench-scale unit for 30 additional days at 20 degrees Celsius. Volatile solids must be reduced by less than 15 percent to demonstrate compliance [30 TAC §312.83(b)(3)].
- 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 degrees Celsius. This test may only be run on sludge with a total percent solids of 2.0% or less [30 TAC §312.83(b)(4)].
- 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 degrees Celsius and the average temperature of the sewage sludge shall be higher than 45 degrees Celsius [30 TAC §312.83(b)(5)].
- 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 [30 TAC §312.83(b)(6)].

- 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 percent 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 [30 TAC §312.83(b)(7)].
- 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 percent 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 [30 TAC §312.83(b)(8)].
- Alternative 9 Sewage sludge shall be injected below the surface of the land. No significant amount of the sewage sludge shall be present on the land surface within one hour after the sewage sludge is injected. 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 [30 TAC §312.83(b)(9)].
- Alternative 10 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. 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 [30 TAC §312.83(b)(10)].

IX. MONITORING REQUIREMENTS:

The sewage sludge must be monitored according to 30 TAC §312.46(a)(1) for the ten metals in Table 1 of Section IV.C.3, pathogen reduction, and vector attraction reduction.

- A. If the concentration of nitrogen or any of the metals in Table 1 in Section IV.C.3 exceeds the concentration used to calculate any of the MSARs in Sections IV.C.5 and IV.C.6, the MSAR for that element must be recalculated. If the sludge comes from multiple sources, the calculations must use Table 2 in Section IV.C.4 to provide a volume weighted average of all sludge that will be applied during the current monitoring period.
- B. After the sludge has been monitored according to 30 TAC §312.46(a)(1) for a period of two years, an application may be submitted to amend this permit to reduce the frequency of monitoring.
- C. The frequency of monitoring will be increased if recalculation of the agronomic rate increases the amount of sludge that can be applied to a higher threshold, as shown in 30 TAC §312.46(a)(1). The frequency of monitoring may also be increased if the TCEQ determines that the level of pollutants or pathogens in the sludge warrants such action.
- D. If WWTP sludge is received at this site for land application then the permittee must ensure that the test data for TCLP and PCBs is provided from the generators.

- E. All metal constituents and Fecal coliform or Salmonella sp. bacteria shall be monitored at the appropriate frequency pursuant to 30 TAC §312.46(a)(1).
- F. Representative samples of sewage sludge shall be collected and analyzed in accordance with the methods referenced in 30 TAC §312.7.
- G. All laboratory tests submitted to demonstrate compliance with this permit must meet the requirements of 30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification.

X. 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.

- A. Records of the following general information must be kept for all types of sludge and domestic septage land application permits:
 - 1. 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), which ever is applicable.
 - 2. 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.
 - 3. The number of acres in each site on which bulk sludge is applied.
 - 4. The dates, times and quantities of sludge (and/or domestic septage if applicable) is applied to each site.
 - 5. The cumulative amount of each pollutant in pounds per acre listed in Table 2 of Section IV.C.4 applied to each site.
 - 6. The total amount of sludge applied to each site in dry tons.
 - 7. A description of how the management practices listed above in Section IV.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).
- B. For Sewage Sludge with metal concentrations at or below levels in Table 3 of Section IV.C.4; 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):
 - 1. 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).
- C. For Sewage Sludge with metal concentrations at or below levels in Table 3 of Section IV.C.4; 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):

1. 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).
 2. 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).
- D. For Sewage Sludge with metal concentrations at or below levels in Table I of Section IV.C.3; 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):
1. 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).
 2. 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).
 3. 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).

XI. REPORTING REQUIREMENTS:

- A. 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 1 of previous year through August 31 of current year. Additionally an "Annual Sludge Summary Report Form" (Attachment C) 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 12). 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 C of this permit) with following information. This information must be submitted by all permittees:
 - i. Permit number.
 - ii. The site location (address or latitude and longitude).
 - iii. Operator address, contact person name, telephone number, and fax number.
 - iv. Amount of sludge disposal dry weight (lbs/acre) at each disposal site. Report domestic septage quantities in gallons.
 - v. Number of acres on which sludge and septage is land applied.
 - vi. Vegetation grown and number of cuttings.

- vii. Other items listed in the summary sheet.
2. If the sludge concentration for any metal listed in Table 3 of Section IV.C.4 is exceeded, the report must include the following information:
- i. Date and time of each sludge application.
 - ii. All four certification statements required under 30 TAC §312.47(a)(5)(B).
 - iii. A description of how the information from the sludge generator was obtained, as per 30 TAC §312.42(e).
 - iv. A description of how each of the management practices in 30 TAC §312.44 were met for this site.
 - v. A description of how the site restrictions in 30 TAC §312.82(b)(3) were met for the site.
 - vi. If the vector attraction reduction requirements in 30 TAC §312.83(b)(9) or (10) are met, a description of how this was done.
 - vii. Soil and sludge test reports, as required in Section XII of this permit.
 - viii. 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.C.4, or similar form).
3. If none of the concentrations for the metals exceed the values listed in Table 3 in Section IV.C.4 of this permit:
- i. Information per 30 TAC §312.47(a)(3)(B) for Class A sludge.
 - ii. 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 IV.C.4 of this permit the permittee shall provide the following additional information:
- i. Date and time of each sludge application.
 - ii. The information in 30 TAC §312.47(a)(5)(A) must be obtained from the sludge generator and included in the report.
 - iii. The cumulative amount in pounds per acre of each pollutant listed in Table 2 in Section IV.C.4 applied to each application field of this site through bulk sewage sludge.
5. Permittee shall submit evidence that the permit holder is complying with the nutrient management plan developed by a **certified nutrient management specialist** in accordance with the practice standards of the Natural Resources Conservation Service of the United States Department of Agriculture.

- B. 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 D**) 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 12). Record retention requirements must be followed in accordance with 30 TAC §312.47.
1. The source, quality, and quantity of sludge applied to the land application unit.
 2. The location of the land application unit, either in terms of longitude and latitude or by physical address, including the county.
 3. The dates of delivery of Class B sludge.
 4. The dates of application of Class B sludge.
 5. The cumulative amount of metals applied to the land application unit through the application of Class B sludge.
 6. Crops grown at the land application unit site.
 7. The suggested agronomic application rate for the Class B sludge.

XII. 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. Samples will need to be taken within the same 45 day time-frame each year, or by an approved sampling plan and analyzed within 30 days of procurement.

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 ₃ -N, mg/kg)		1 per year	X	X
2	Ammonium Nitrogen (NH ₄ -N, mg/kg)		1 per year	X	X
3	Total Nitrogen (TKN, mg/kg)	1	1 per year	X	X
4	Phosphorus (plant available, mg/kg)	2	1 per year	X	X
5	Potassium (plant available, mg/kg)	2	1 per year	X	X
6	Sodium (plant available, mg/kg)	2	1 per year	X	X
7	Magnesium (plant available, mg/kg)	2	1 per year	X	X
8	Calcium (plant available, mg/kg)	2	1 per year	X	X
9	Electrical Conductivity	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 (yields plant-available concentrations) with inductively coupled plasma.
 3. Electrical Conductivity (EC) - determine from extract of 2:1 (volume/volume) water/soil mixture and expressed in ds/m (same as mmho/cm).
 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 9045C - determine from extract of 2:1 (volume/volume) water/soil mixture.
- * 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.

XIII. STANDARD PROVISIONS:

- A. This permit is granted in accordance with the Texas Water Code, Health and Safety 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 shall be reported 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 to the TCEQ Regional Office (MC Region 12) and to 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 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. Any noncompliance other than that specified in the Standard Provision B, or any required information not submitted or submitted incorrectly, shall be reported to the TCEQ Enforcement Division (MC 224) as promptly as possible.
- D. 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.
- E. Prior to any transfer of this permit, Commission approval must be obtained. The Commission must 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.
- F. 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.
- G. The permittee is subject to the provisions of 30 TAC §305.125.
- H. The permittee shall remit to the Commission annual fees per 30 TAC §312.9. Failure to pay the fees on time may result in revocation of this permit.
- I. This permit does not become a vested right in the permit holder.
- J. 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.

XIV. SPECIAL PROVISIONS:

- A. Maximum annual sludge application rate shall not exceed the application rate for each individual field as in the table below, 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.

FIELD NUMBER(S)	APPLICATION RATE (in dry tons per acre per year)
2A, 4A, 19A	6.02
3A	7.17
5A, 6A, 6B, 6C, 31B, 31C	9.98
7A, 9A, 10A, 35A	8.29
8A, 20A, 20B, 21A, 21B, 23A, 24A	6.59
9B, 11A, 11B, 11C, 11D, 12B, 26A, 27A, 28A, 34A	7.14
12A, 13A, 36B	7.71
14A	7.95
15A	9.13
16A, 17B, 18A, 18B	10.04
17A, 29A, 29B, 31A, 33A	8.44
30A, 36A	8.86
30B, 30C	5.85
32A	7.01
37A, 37B	7.63

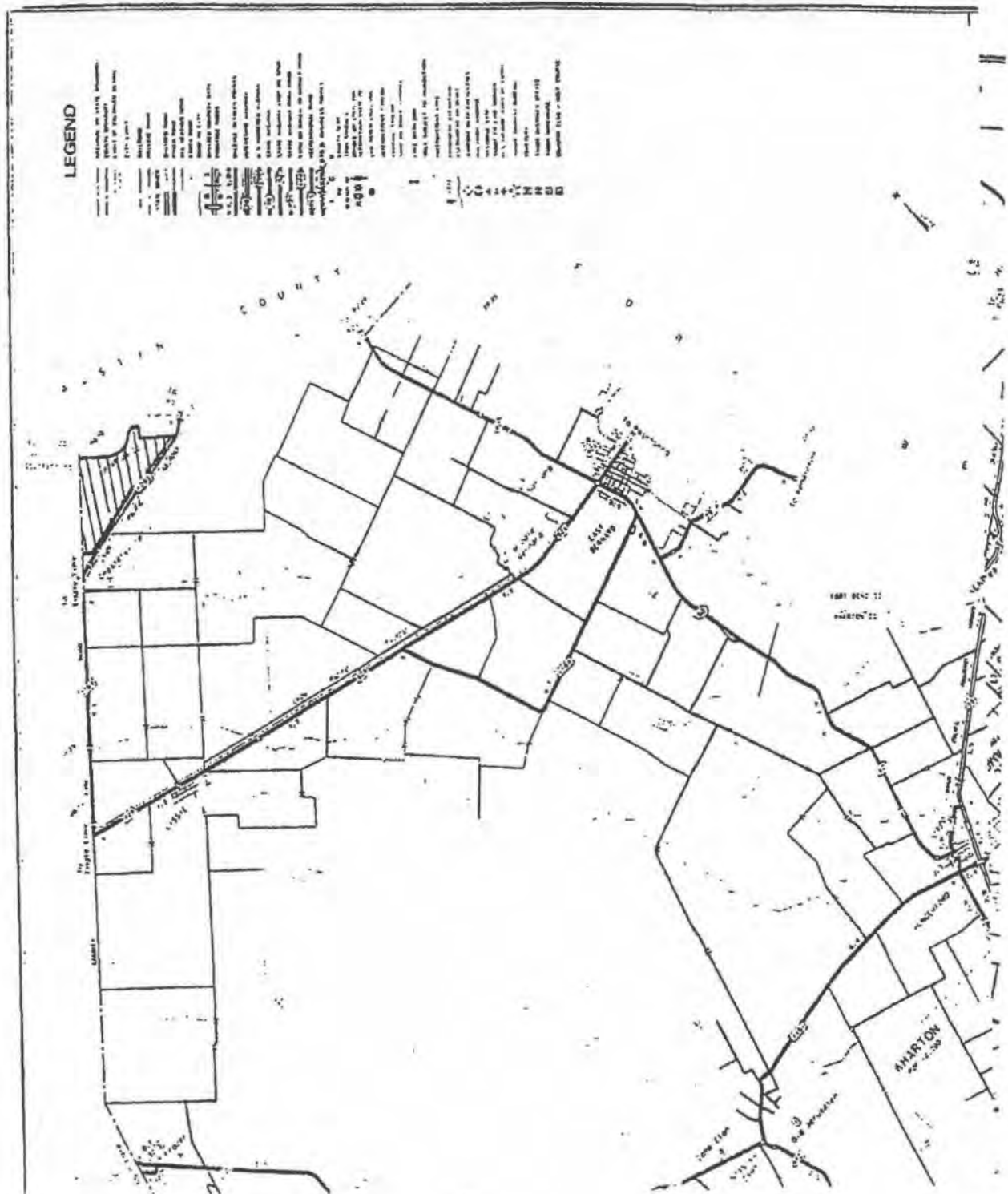
- B. For soils with permeability greater than 2 inches per hour and less than 20 inches per hour, the land application of sludge is prohibited if the soil is saturated or groundwater is present within a depth of 4 feet of the treatment zone as demonstrated through the determination of presence or absence of the perched or apparent water table. Records of monitoring data shall be maintained per 30 TAC §312.47. In the absence of groundwater monitoring, land application is prohibited during months that the most recently published soil survey data indicate that a perched or apparent water table may be present within 4 feet of the treatment zone.
- C. For soils with permeability less than 2 inches per hour, the land application of sludge is prohibited if the soil is saturated or groundwater is present within a depth of 3 feet of the treatment zone as demonstrated through the determination of presence or absence of the perched or apparent water table. Records of monitoring data shall be maintained per 30 TAC §312.47. In the absence of groundwater monitoring, land application is prohibited during months that the most recently published soil survey data indicate that a perched or apparent water table may be present within 3 feet of the treatment zone.

- D. The permittee should consider nutrient management practices appropriate for land application of sewage sludge and assess the potential risk for nitrogen and phosphorous to contribute to water quality impairment. Information and assistance on a certification program for Nutrient Management Specialists is available on the web at "<http://nmp.tamu.edu>".

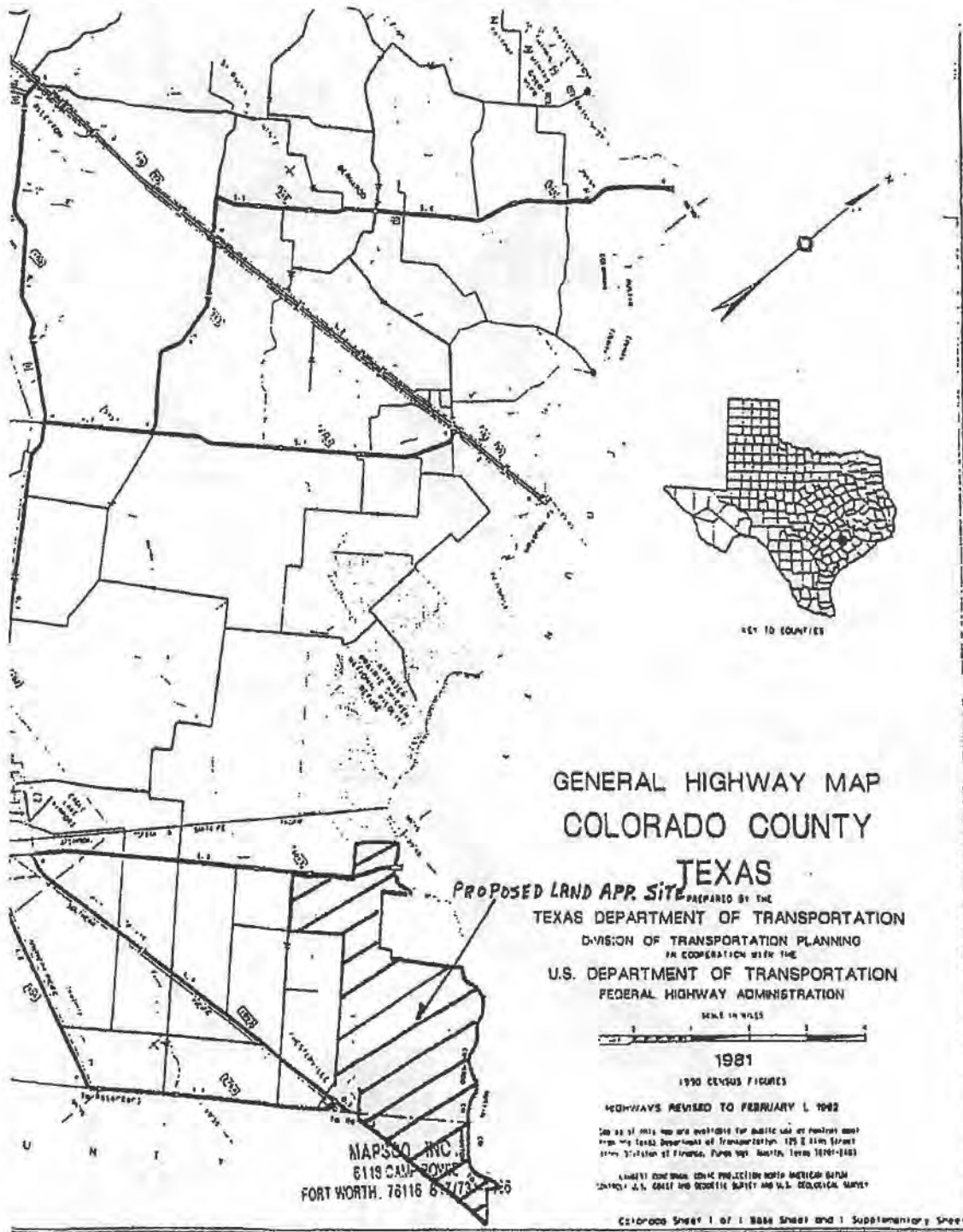
Nutrient management should be practiced within the context of the Natural Resources Conservation Service (NRCS) Code 590 Practice Standard which addresses the kind, source, placement, from, amount, timing and application method of nutrients and soil amendments. This is available on the web at "http://efotg.nrcs.usda.gov/references/public/TX/finalTX590_07_09_07.pdf". The 590 Standard should be conducted using the Phosphorus Index, a simple screening tool to rank vulnerability of fields as sources of phosphorus loss to surface runoff. Information on Phosphorus Index is available on the web at "http://efotg.nrcs.usda.gov/references/public/TX/TXTechNote15_rev.pdf". The annual analysis of extractable phosphorus in soil samples should be conducted using the Mehlich III extraction with inductively coupled plasma.

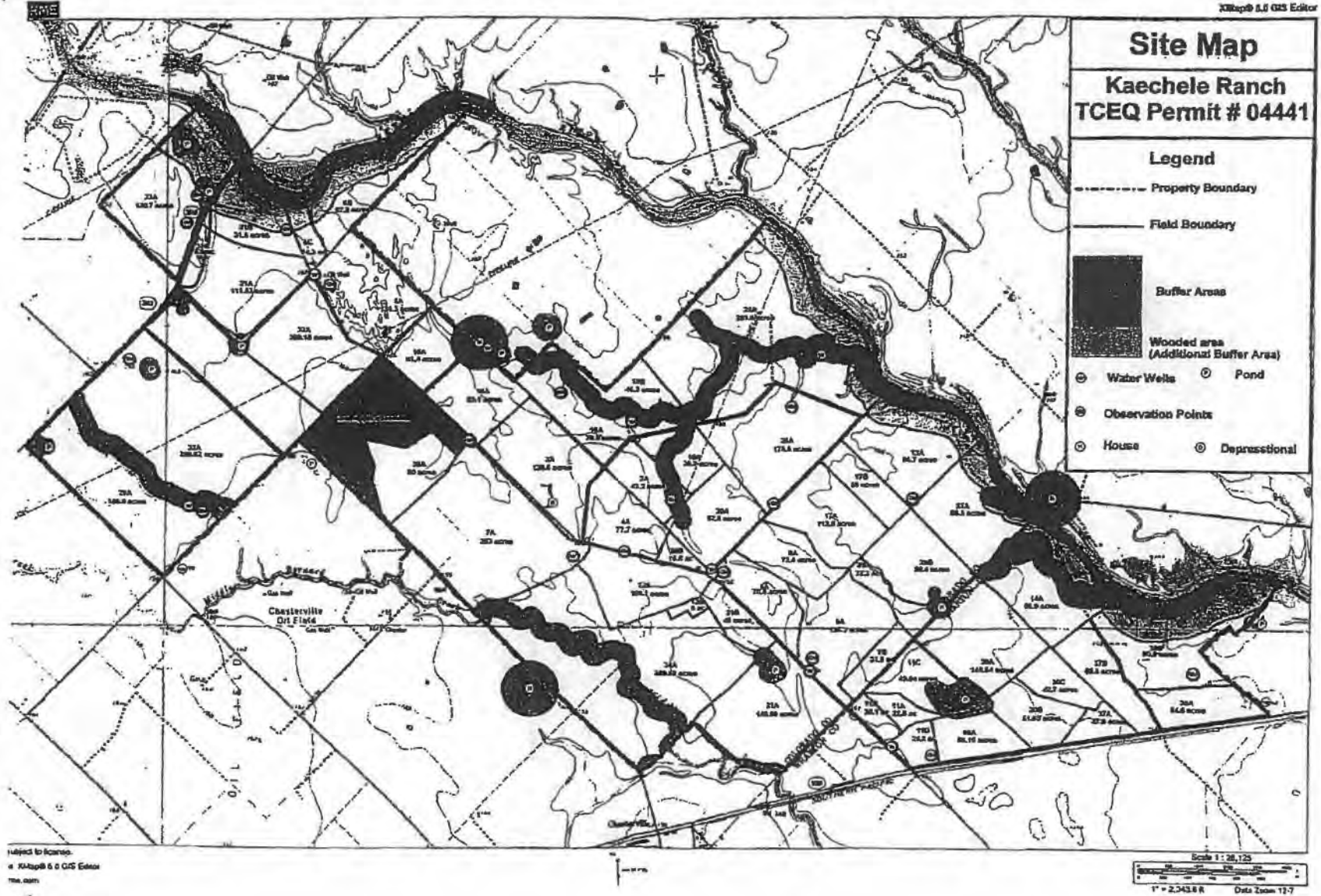
- E. Application areas (Field #'s) must be distinguished from each other by use of flags, posting or fencing to ensure that is separated.

Attachment A1: General Highway Map for Wharton County



Attachment A2: General Highway Map for Colorado County





TCEQ

Attachment C

Annual Sludge Summary Report Form**Note 1:** If your site has more than one land application field, please submit a separate form for each field.**Note 2:** Please note, in addition to the summary form, you need to 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:** Also send one complete copy of your report and this form to the TCEQ regional office in your area.

For TCEQ Fiscal year _____; Reporting period from September 1, _____, August 31, _____

PERMIT NO.: _____**DATE:** _____**NAME OF PERMITTEE:** _____**MAILING ADDRESS:** _____**CONTACT PERSON:** Name: _____ Telephone No: _____**Field No. (if any):** _____ (Please submit a separate form for each field).**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. Treated Domestic Septage - Land Applied : _____ gallons/year

- a. Method used to treat Domestic Septage: _____

3. Water Treatment Plant Sludge:

- a. Land Applied: _____ dry tons/year;
- b. Dedicated Land Disposal: _____ dry tons/year
- c. Disposed Via monofill : _____ dry tons/year

Class A sludge land applied : _____ dry tons / year

Acreage used for Sludge Application/disposal at this site: _____ acresSite Vegetation (such as grass type etc) and # of cuttings: _____**Sewage Sludge only – Please provide information regarding the following 3 items:**

- 1. Does any of the sludge you have generated or received NOT MEET the concentration limits for the metals listed in Table 3 of "30 TAC §312.43 (b)"? Yes _____ No _____
- 2. Has your field/site reached or exceeded 90% of the cumulative metal loading rates for any metals as listed in Table 2 of 30 TAC §312.43 (b)"? Yes _____ No _____
- 3. Has sewage sludge been applied to the field/site after 90% of cumulative metal loading rates for any of the metals per Table 2 of " 30 TAC §312.43 (b)" been reached? Yes _____ No _____

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



Attachment D

Quarterly Sludge Summary Report Form

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 have more than one permitted site, then fill-out this form for each one of those sites.

Note 4: Please send a copy of this sheet and all attachments to the local TCEQ regional office.

For TCEQ Quarter _____ Reporting period from _____, to, _____

PERMIT NO.: _____

DATE: _____

NAME OF PERMITTEE: _____

MAILING ADDRESS: _____

CONTACT PERSON: Name: _____ Telephone No: _____

Field No: _____ (Submit separate form for each field, If site has two or more fields)

- Class B Sewage Sludge Land Applied : _____ dry tons / quarter
 - Treated Domestic Septage - Land Applied : _____ gallons / quarter
 - Method used to treat Domestic Septage: _____
 - Water Treatment Plant Sludge - Land Applied: _____ dry tons /quarter
 - 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: _____

Please attach the information regarding the following items (Sewage Sludge only):-

* Please note the following information shall be provided in computer generated report format:

* Please place check mark before each item below to indicate you have attached that item with 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 REPORT TO :

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

Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Bryan W. Shaw, Ph.D., *Commissioner*
Glenn Shankle, *Executive Director*



RECEIVED

MAY 23 2008

Lloyd Gosselink

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 22, 2008

Mr. Kimon Lymberry
Synagro of Texas-CDR, Inc.
1002 Village Square Drive, Suite C
Tomball, Texas 77375

RE: Synagro of Texas-CDR, Inc.; Permit No. WQ0004671000
(RN103917167; CN601307630)

Dear Mr. Lymberry:

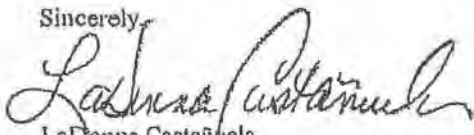
Enclosed is a copy of the above referenced permit for your beneficial land use site. The permit contains several general and special conditions for the operation of the site. In addition, the operation activities of the site must be consistent with those represented in the application.

As required by the 30 Texas Administrative Code Chapter 312, you must submit copies of the results from soil sampling on an annual basis. These sample results should be filed with both the Texas Commission on Environmental Quality (TCEQ) in Austin and the appropriate TCEQ Regional Office and maintained in your records for five years. In addition, you must submit the Annual Sludge Report Summary Sheet by September 1st of each year. Please pay associated fees promptly when billed by the TCEQ each year during the term of this permit.

This permit will be in effect for five years from the date of approval or for the term stated on the permit. To renew this permit, an application for this action must be filed with the TCEQ at least 180 days prior to the expiration date.

If you have any questions, please contact Mr. Brian Sierant of the Texas Commission on Environmental Quality's Wastewater Permitting Section at (512) 239-1375, or if by correspondence, include MC 148 in the letterhead address below.

Sincerely,


LaDonna Castañeda
Chief Clerk

LDC/mr

cc: TCEQ Region 12
Mr. Chesley Blevins, Jackson Walker, L.L.P., 100 Congress Avenue, Suite 1100, Austin, Texas 78701
Mr. Lambeth Townsend, Lloyd, Gosselink, Blevins, Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701

P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • Internet address: www.tceq.state.tx.us



TCEQ Docket No. 2005-0180-SLG
PERMIT NO. 04671

Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

RECEIVED

MAY 23 2008

Lloyd Gosselink

PERMIT TO LAND APPLY SEWAGE SLUDGE

under provisions of Chapter 26 of the Texas Water Code,
Chapter 361 of Health and Safety Code,
Chapter 312 of Texas Administrative Code

I. PERMITTEE:

Synagro of Texas-CDR, Inc.
4512 Brittnmoore Road
Houston, Texas 77041

II. AUTHORIZATION:

Beneficial Land Application of Wastewater Treatment Plant (WWTP) sewage sludge.

III. GENERAL DESCRIPTION AND LOCATION OF SITE:

Description: The permittee is authorized to land apply WWTP sewage sludge at an annual rate not to exceed 5.02 dry tons/acre/year on Fields 1 and 2, and 4.66 dry tons/acre/year for Field 3 on 1,073.92 acres located within approximately 4,800 acres at this site.

Location: The sewage sludge land application site is located approximately 4.5 miles from the City of Lissie, south/southwest of the intersection of Highway 90 and Farm-to-Market Road 271, and approximately 7 miles southeast of the City of Eagle Lake in Wharton County, Texas. See Attachment A.

SIC Code: 0139

Drainage Basin: The facility is located in the drainage area of the San Bernard River Above Tidal in Segment No. 1302 of the Brazos Colorado Coastal Basin. No discharge of pollutants into water in the State is authorized by this permit.

This permit and the authorization contained herein shall expire at midnight five years from date of issuance listed below.

ISSUED DATE: MAY 21 2008

Buddy Garcia
For the Commission

IV. GENERAL REQUIREMENTS:

- A. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC Chapter 312 and all other applicable state and federal regulations in a manner which protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants which may be present in the sludge.
- B. Application for renewing this permit shall be submitted by the permittee at least 180 days prior to expiration date of this permit.

C. WWTP sludge

1. In all cases, the generator or processor of sewage sludge shall provide necessary analytical information to the parties who receive the sludge, including those receiving the sewage sludge for land application, to assure compliance with these regulations.
2. Permittee shall not accept the sewage sludge that fails the Toxicity Characteristic Leaching Procedure (TCLP) test per the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I or other method, which receives the prior approval of the TCEQ for the contaminants listed in Table 1 of 40 CFR Section 261.24.
3. Sewage sludge shall not be applied to the land if the concentration of any metal exceed the ceiling concentrations listed in the Table 1 below. Additional information on the frequency of testing for metals in Table 1 is found in Section IX.

TABLE 1

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

* Dry weight basis

4. 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

<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

5. 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.
6. 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.
7. Anytime the permittee plans to accept WWTP sludge from any source(s) other than the one listed in the application for this permit, the permittee must notify and receive authorization from the Water Quality Division, Land Application 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.

V. OPERATIONAL REQUIREMENTS:

The operation and maintenance of this land application site must be in accordance with 30 TAC Chapter 312 and Title 40 of the Code of Federal Regulations (40 CFR) Part 503 as they relate to land application for beneficial use. All applicable local and county ordinances must also be followed.

VI. REQUIRED MANAGEMENT PRACTICES:

- A. Sludge applications must 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.
- B. Sludge must not be applied to land that is flooded, frozen or snow-covered to prevent entry of bulk sewage sludge into wetland or other waters in the State.
- C. Sludge shall be land applied in a manner which complies with Management Requirements in accordance with 30 TAC Section 312.44 including maintaining the following buffer zones for each application area:

a.	Established school, institution, business or residence	750 feet
b.	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
c.	Solution channels, sinkholes, or other conduits to groundwater	200 feet
d.	Waters in the State of Texas	200 feet
e.	Private water supply well	150 feet
f.	Public right of way	50 feet
g.	Property boundary	50 feet
h.	Waters in the State if sludge is both incorporated into the soil within 48 hours of application and a vegetative cover is present between the application area and all adjacent surface waters.	33 feet
i.	Irrigation conveyance canals	10 feet

- D. Sludge must be applied to the land at an annual application rate that is equal to or less than the agronomic rate for the vegetation in the area on which the sludge is applied.
- E. The seasonally high water table, groundwater table, or depth to water-saturated soils must be at least three (3) feet below the treatment zone for soils with moderate to slow permeability (less than two inches per hour) or four (4) feet below the treatment zone for soils with rapid to moderately rapid permeability (between two and twenty inches per hour). Sludge can not be applied to soils with permeation rates greater than twenty inches per hour.

- F. Sludge must be applied by a method and under conditions that prevent runoff beyond the active application area and that protect the quality of the surface water and the soils in the unsaturated zone. In addition the following conditions must be met:
1. Sludge must be applied uniformly over the surface of the land.
 2. Sludge must not be applied to areas where permeable surface soils are less than 2 feet thick.
 3. Sludge must not be applied during rainstorms or during periods in which surface soils are water-saturated.
 4. Sludge must not be applied to any areas having a slope in excess of 8%.
 5. Where runoff from the active application area is evident, the operator must cease further sludge application until the condition is corrected.
 6. 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.
 7. Sludge application practices must not allow uncontrolled public access, so as to protect the public from potential health and safety hazards at the site.
 8. Sewage sludge can be applied only to the land application area shown on Attachment B. The buffer zones as listed on that map must not have any sludge applied on them.
- G. 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.

VII. PATHOGEN CONTROL:

- A. 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.

1. 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 degrees 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 percent.

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.

2. 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.

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

- 1. 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.
- 2. 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.
- 3. 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.
- 4. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application of sewage sludge.
- 5. Animals shall not be allowed to graze on the land for 30 days after application of sewage sludge.
- 6. 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.
- 7. Public access to land with a high potential for public exposure shall be restricted for 1 year after application of sewage sludge.
- 8. Public access to land with a low potential for public exposure shall be restricted for 30 days after application of sewage sludge.
- 9. Land application of sludge shall be in accordance with the buffer zone requirements found in 30 TAC §312.44.

VIII. VECTOR ATTRACTION REDUCTION REQUIREMENTS:

- A. 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 percent [30 TAC §312.83(b)(1)].

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 degrees Celsius. Volatile solids must be reduced by less than 17 percent to demonstrate compliance [30 TAC §312.83(b)(2)].

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 a percent solids of two percent or less aerobically in the laboratory in a bench-scale unit for 30 additional days at 20 degrees Celsius. Volatile solids must be reduced by less than 15 percent to demonstrate compliance [30 TAC §312.83(b)(3)].

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 degrees Celsius. This test may only be run on sludge with a total percent solids of 2.0% or less [30 TAC §312.83(b)(4)].

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 degrees Celsius and the average temperature of the sewage sludge shall be higher than 45 degrees Celsius [30 TAC §312.83(b)(5)].

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 [30 TAC §312.83(b)(6)].

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 percent 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 [30 TAC §312.83(b)(7)].

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 percent 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 [30 TAC §312.83(b)(8)].

Alternative 9 - Sewage sludge shall be injected below the surface of the land. No significant amount of the sewage sludge shall be present on the land surface within one hour after the sewage sludge is injected. 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 [30 TAC §312.83(b)(9)].

Alternative 10 - 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. 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 [30 TAC §312.83(b)(10)].

IX. MONITORING REQUIREMENTS:

The sewage sludge must be monitored according to 30 TAC §312.46(a)(1) for the ten metals in Table 1 in above, pathogen reduction, and vector attraction reduction.

- A. If the concentration of nitrogen or any of the metals in Table 1 (in IV.C.3) exceeds the concentration used to calculate any of the MSARs in IV.C.5 and IV.C.6, the MSAR for that element must be recalculated. If the sludge comes from multiple sources, the calculations must use Table 2 (in IV.C.4) to provide a volume weighted average of all sludge that will be applied during the current monitoring period.
- B. After the sludge has been monitored according to 30 TAC §312.46(a)(1) for a period of two years, an application may be submitted to amend this permit to reduce the frequency of monitoring.
- C. The frequency of monitoring will be increased if recalculation of the agronomic rate increases the amount of sludge that can be applied to a higher threshold, as shown in 30 TAC §312.46(a)(1). The frequency of monitoring may also be increased if the TCEQ determines that the level of pollutants or pathogens in the sludge warrants such action.
- D. If WWTP sludge is received at this site for land application then the permittee must ensure that the test data for Toxicity Characteristic Leaching Procedure (TCLP) Test and PCBs is provided from the generators.
- E. All metal constituents and Fecal coliform or Salmonella sp. bacteria shall be monitored at the appropriate frequency pursuant to 30 TAC §312.46(a)(1):
- F. Representative samples of sewage sludge shall be collected and analyzed in accordance with the methods referenced in 30 TAC §312.7.

X. 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.

- A. Records of the following general information must be kept for all types sludge and domestic septage lab application permits:
1. 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.
 2. The location, by street address, and specific latitude and longitude, of each site on which sewage sludge (including WTP sludge, domestic septage if applicable) is applied.
 3. The number of acres in each site on which bulk sludge is applied.
 4. The dates, times and quantities of sludge (and/or domestic septage if applicable) is applied to each site.
 5. The cumulative amount of each pollutant in pounds/acre listed in Table 2 applied to each site.
 6. The total amount of sludge applied to each site in dry tons.
 7. A description of how the management practices listed above in Section IV-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).
- B. For Sewage Sludge with metal concentrations at or below levels in Table 3 above; 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):
1. 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).
- C. For Sewage Sludge with metal concentrations at or below levels in Table 3 above; 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):
1. 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).
 2. 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).
- D. For Sewage Sludge with metal concentrations at or below levels in Table 1 above; 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):
1. 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).

2. 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).
3. 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).

XI. REPORTING REQUIREMENTS:

A. Permittee shall submit a separate annual report by September 15 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 1 of previous year through August 31 of current year. Additionally an "Annual Sludge Summary Report Form" (Attachment C) should be filled out and submitted with the annual report. Submit your report to the Water Quality Division, Land Application Team (MC 148) and the TCEQ Regional Office (MC Region 12). 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 C of this permit) with following information. This information must be submitted by all permittees:
 - i. Permit number.
 - ii. The site location (address or latitude and longitude).
 - iii. Operator address, contact person name, telephone number, and fax number.
 - iv. Amount of sludge disposal dry weight (lbs/acre) at each disposal site. Report domestic septage quantities in gallons.
 - v. Number of acres on which sludge and septage is land applied.
 - vi. Vegetation grown and number of cuttings.
 - vii. Other items listed in the summary sheet.
2. If the sludge concentration for any metal listed in Table 3 [per 30 TAC §312.43(b)(3)] is exceeded, the report must include the following information:
 - i. Date and time of each sludge application.
 - ii. All four certification statements required under 30 TAC §312.47(a)(5)(B).
 - iii. A description of how the information from the sludge generator was obtained, as per 30 TAC §312.42(e).
 - iv. A description of how each of the management practices in 30 TAC §312.44 were met for this site.
 - v. A description of how the site restrictions in 30 TAC §312.82(b)(3) were met for the site.

- vi. If the vector attraction reduction requirements in 30 TAC §312.83(b)(9) or (10) are met, a description of how this was done.
- vii. Soil and sludge test reports, as per Section XII.
- viii. 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.C.4, or similar form).
- 3. If none of the concentrations for the metals exceed the values listed in Table 3 of this permit [per 30 TAC 312.43(b)(3)]:
 - i. Information per 30 TAC §312.47(a)(3)(B) for Class A sludge.
 - ii. 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 of this permit the permittee shall provide the following additional information:
 - i. Date and time of each sludge application.
 - ii. The information in 30 TAC §312.47(a)(5)(A) must be obtained from the sludge generator and included in the report.
 - iii. The cumulative amount of each pollutant (i.e., pounds/acre) listed in Table 2 applied to each site through bulk sewage sludge.
- B. 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 D) 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, Land Application Team (MC 148) and the TCEQ Regional Office (MC Region 12). Record retention requirements must be followed in accordance with 30 TAC §312.47.
 - 1. The source, quality, and quantity of sludge applied to the land application unit.
 - 2. The location of the land application unit, either in terms of longitude and latitude or by physical address, including the county.
 - 3. The dates of delivery of Class B sludge.
 - 4. The dates of application of Class B sludge.
 - 5. The cumulative amount of metals applied to the land application unit through the application of Class B sludge.
 - 6. Crops grown at the land application unit site.
 - 7. The suggested agronomic application rate for the Class B sludge.

XII. 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 ₃ -N)		1 per year	X	X
2.	Ammonia Nitrogen (NH ₄ -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.

XIII. STANDARD PROVISIONS:

- A. This permit is granted in accordance with the Texas Water Code, Health and Safety 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 shall be reported 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 to the TCEQ Regional Office (MC Region 12) and to 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 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. Any noncompliance other than that specified in the Standard Provision B, or any required information not submitted or submitted incorrectly, shall be reported to the TCEQ Enforcement Division (MC 224) as promptly as possible.
- D. 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.
- E. 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 Water Quality Applications Team (MC 161) of the Registration, Review, and Reporting Division.
- F. 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.
- G. The permittee is subject to the provisions of 30 TAC §305.125.
- H. The permittee shall remit to the Commission annual fees per 30 TAC §312.9. Failure to pay the fees on time may result in revocation of this permit.
- I. This permit does not become a vested right in the permit holder.
- J. 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.

XIV. SPECIAL PROVISIONS:

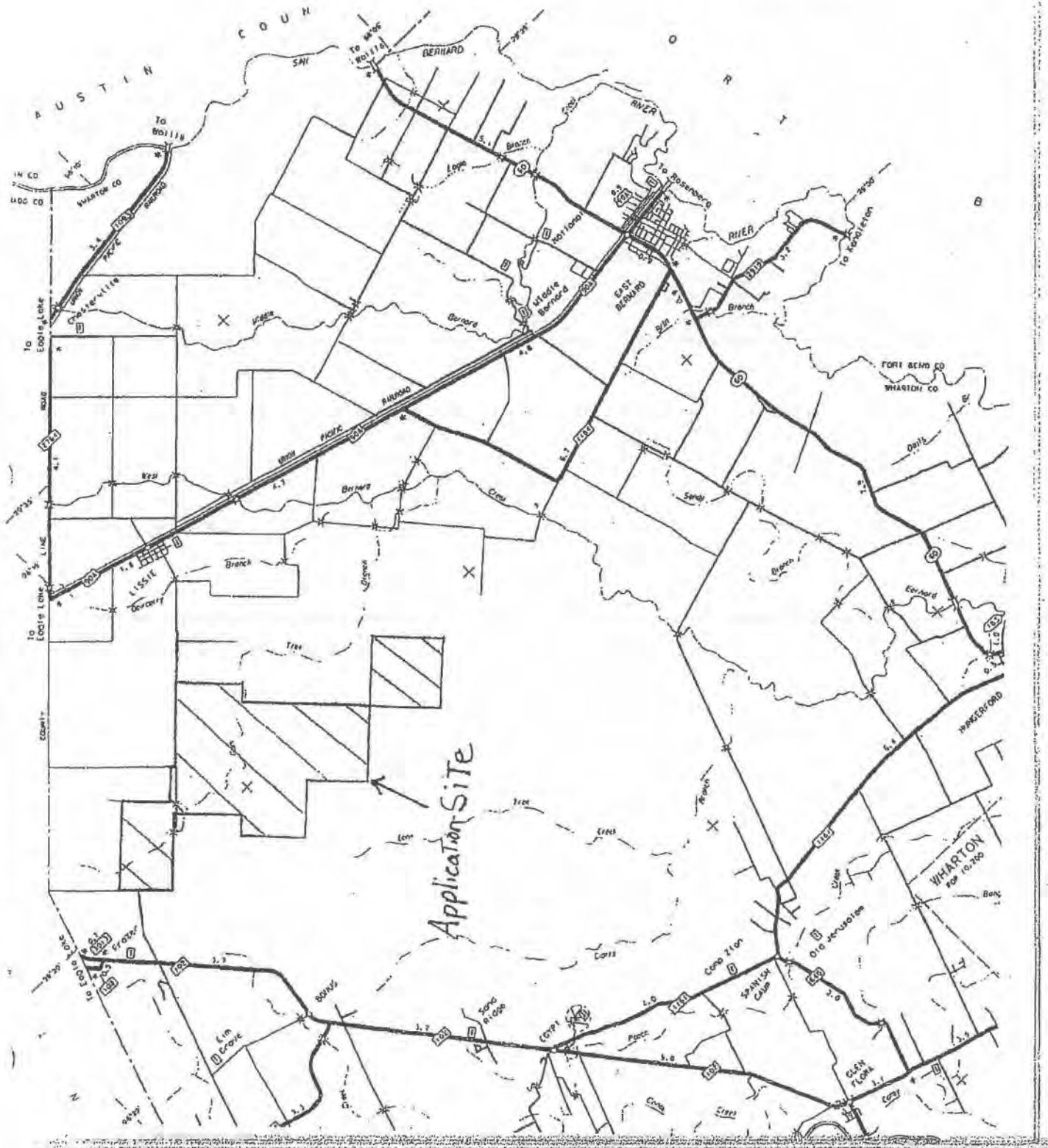
- A. Maximum annual sludge application rate shall not exceed 5.02 dry tons/acre/year on Fields 1 and 2, and 4.66 dry tons/acre/year on Field 3, and shall be land applied at a frequency proposed in the application. Agronomic loading rates shall be calculated on an annual basis to ensure that nutrient balances are not exceeded.
- B. For soils with permeability greater than 2 inches per hour and less than 20 inches per hour, the land application of sludge is prohibited if the soil is saturated or groundwater is present within a depth of 4 feet of the treatment zone as demonstrated through the determination of presence or absence of the perched or apparent water table. Records of monitoring data shall be maintained per 30 TAC §312.47. In the absence of groundwater monitoring, land application is prohibited during months that the most recently published soil survey data indicate that a perched or apparent water table may be present within 4 feet of the treatment zone.
- C. For soils with permeability less than 2 inches per hour, the land application of sludge is prohibited if the soil is saturated or groundwater is present within a depth of 3 feet of the treatment zone as demonstrated through the determination of presence or absence of the perched or apparent water table. Records of monitoring data shall be maintained per 30 TAC §312.47. In the absence of groundwater monitoring, land application is prohibited during months that the most recently published soil survey data indicate that a perched or apparent water table may be present within 3 feet of the treatment zone.
- D. The permittee should consider nutrient management practices appropriate for land application of sewage sludge and assess the potential risk for nitrogen and phosphorous to contribute to water quality impairment. Information and assistance to develop and implement a nutrient management plan are available from certified Nutrient Management Specialists, the Natural Resource Conservation Service (NRCS) Code 590 Practice Standard, and the Phosphorous Index. Annual analysis for extractable phosphorous in soil samples should be conducted using the Mehlich III extraction. Attachment E lists sources for obtaining more information on Certified Nutrition Management Specialists, the NRCS 590 Standard, and the Phosphorous Index.
- E. The permittee shall comply with the sludge management plan (SMP) approved by the TCEQ on January 29, 2004 and the revised portion approved on April 20, 2004. Records of observation required by the SMP shall be kept on file.
- F. Application areas (Fields 1-3) must be distinguished from each other by the use of flags, posting or fencing to ensure that each is separated.

LEGEND

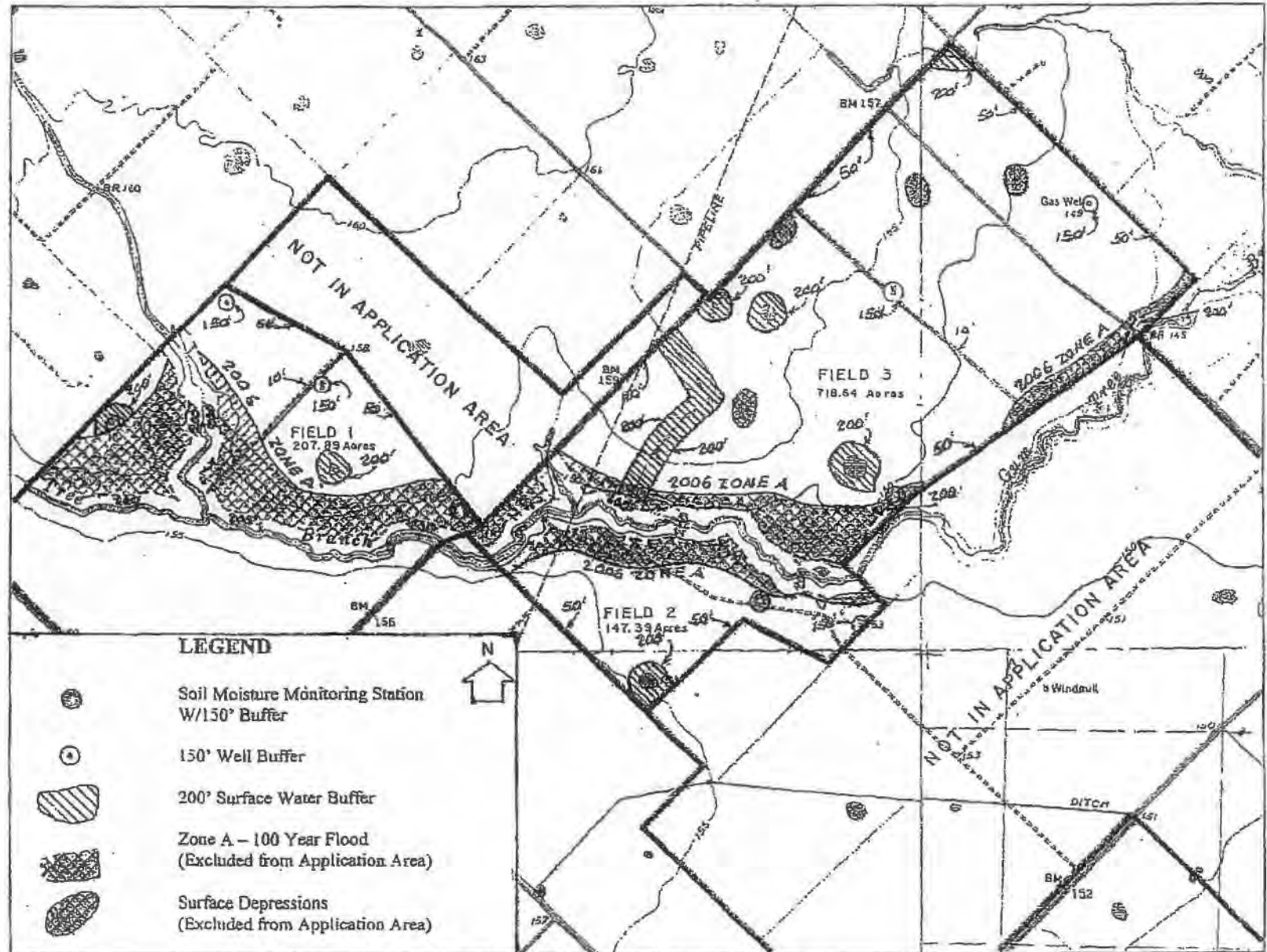
Synagro of Texas-CDR, Inc.

TCEQ Permit No. 04671

Attachment A



Attachment B



TCEQ

Attachment C

Annual Sludge Summary Report Form

- Note 1: If your site has more than one land application field, please submit a separate form for each field.
Note 2: Please note, in addition to the summary form, you need to submit all information as required by 30 TAC 312.48.
Note 3: If you operate other registered/permited sludge land application sites, a form should be submitted for each site.
Note 4: Also send one complete copy of your report and this form to the TCEQ regional office in your area.

For TCEQ Fiscal year _____; Reporting period from September 1, _____, August 31, _____

PERMIT NO.: _____ **DATE:** _____
NAME OF PERMITTEE: _____
MAILING ADDRESS: _____
CONTACT PERSON: Name: _____ Telephone No: _____

Field No(if any): _____ (Please submit a separate form for each field).

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. Treated Domestic Septage - Land Applied : _____ gallons/year
 - a.. Method used to treat Domestic Septage: _____
3. Water Treatment Plant Sludge:
 - a.. Land Applied: _____ dry tons/year;
 - b.. Dedicated Land Disposal: _____ dry tons/year
 - c.. Disposed Via monofill : _____ dry tons/year

Class A sludge land applied : _____ dry tons / year

Acreage used for Sludge Application/disposal at this site: _____ acresSite Vegetation (such as grass type etc) and # of cuttings: _____**Sewage Sludge only - Please provide information regarding the following 3 items:-**

1. Does any of the sludge you have generated or received NOT MEET the concentration limits for the metals listed in Table 3 of "30 TAC §312.43 (b)"? Yes _____ No _____
2. Has your field/site reached or exceeded 90% of the cumulative metal loading rates for any metals as listed in Table 2 of 30 TAC §312.43 (b)"? Yes _____ No _____
3. Has sewage sludge been applied to the field/site after 90% of cumulative metal loading rates for any of the metals per Table 2 of "30 TAC §312.43 (b)" been reached? Yes _____ No _____

PLEASE MAIL THE COMPLETED ANNUAL REPORT TO :

Texas Commission on Environmental Quality
Land Application Team (M/C 148)
Wastewater Permitting Section
P.O. Box 13087
Austin, TX 78711-3087

Rev G - 02/05/04-usf

TCEQ**Attachment D****Quarterly Sludge Summary Report Form****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 have more than one permitted site, then fill-out this form for each one of those sites.**Note 4:** Please send a copy of this sheet and all attachments to the local TCEQ regional office.

For TCEQ Quarter _____ Reporting period from _____, to, _____	
PERMIT NO.: _____	DATE: _____
NAME OF PERMITTEE: _____	
MAILING ADDRESS: _____	
CONTACT PERSON: Name: _____ Telephone No: _____	

Field No: _____ (Submit separate form for each field, if site has two or more fields)

- Class B Sewage Sludge Land Applied: _____ dry tons / quarter
 - Treated Domestic Septage - Land Applied: _____ gallons / quarter
 - * Method used to treat Domestic Septage: _____
 - Water Treatment Plant Sludge - Land Applied: _____ dry tons / quarter
 - 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: _____

Please attach the information regarding the following items (Sewage Sludge only):-

* Please note the following information shall be provided in computer generated report format:

* Please place check mark before each item below to indicate you have attached that item with 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 REPORT TO :

Texas Commission on Environmental Quality
 Land Application Team (M/C 148)
 Wastewater Permitting Section
 P.O. Box 13087
 Austin, TX 78711-3087

Rev B - 02/05/04-us1

TCEQ

Attachment E

Information Sources on Phosphorous Risk Management

■ **Certified Nutrient Management Specialists:**

- ▶ "http://soilcrop.tamu.edu/events/index.html".

■ **Natural Resource Conservation Service (NRCS) Code 590 Practice Standard:**

This standard addresses the kind, source, placement, form, amount, timing, and application method of nutrients and soil amendments.

- ▶ "http://www.tx.nrcs.usda.gov/eng/TexasStandards/Final/590tx.pdf".

■ **Phosphorous Index:** *This is a simple screening tool to rank vulnerability of fields as sources of phosphorous loss to surface runoff.*

- ▶ "http://www.tx.nrcs.usda.gov/eng/TexasStandards/Final/TxTechnote15.pdf".

Note: The website addresses could change from time to time. So, please check for the latest addresses for these sites.

Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Bryan W. Shaw, Ph.D., *Commissioner*
Glenn Shankle, *Executive Director*



KKB

RECEIVED
MAY 23 2008
Lloyd Gosselink

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 22, 2008

TO: Persons on the attached mailing list

RE: Synagro of Texas-CDR, Inc.
TCEQ Docket No. 2005-0180-SLG; SOAH Docket No. 582-05-5610
Permit No. WQ0004671000

The above-referenced matter was previously approved by the Commission at its February 27, 2008 Agenda. The order concerning this matter was mailed with a draft copy of the permit on March 21, 2008. Enclosed is the signed copy of the permit.

Should you have any questions, please contact Melissa Radke of the Texas Commission on Environmental Quality's Office of the Chief Clerk (MC 105) at (512) 239-3317.

Sincerely,

A handwritten signature in cursive script, reading "LaDonna Castañuela".

LaDonna Castañuela
Chief Clerk

LDC/mr

Enclosure

Synagro of Texas-CDR, Inc.
TCEQ Docket No. 2005-0180-SLG
SOAH Docket No. 582-05-5610

FOR THE APPLICANT:

Lambeth Townsend
David Klein
Lloyd Gosselink
816 Congress Avenue, Suite 1900
Austin, Texas 78701

Chesley N. Blevins
Jackson Walker, L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701

Kimon Lymberry
Synagro of Texas-CDR, Inc.
1002 Village Square Drive, Suite C
Tomball, Texas 77375

INTERESTED PERSONS:

Eric Allmon
Lowerre & Frederick
44 East Avenue, Suite 100
Austin, Texas 78701

FOR THE EXECUTIVE DIRECTOR:

John Williams, Staff Attorney
Texas Commission on Environmental Quality
Environmental Law Division MC-173
P.O. Box 13087
Austin, Texas 78711-3087

Brian Sierant, Technical Staff
Texas Commission on Environmental Quality
Water Quality Division MC- 148
P.O. Box 13087
Austin, Texas 78711-3087

FOR OFFICE OF PUBLIC ASSISTANCE:

Bridget Bohac, Director
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Office of Public Assistance MC-108
P.O. Box 13087
Austin, Texas 78711-3087

FOR PUBLIC INTEREST COUNSEL:

Scott Humphrey, Attorney
Texas Commission on Environmental Quality
Public Interest Counsel MC-103
P.O. Box 13087
Austin, Texas 78711-3087

FOR THE CHIEF CLERK:

LaDonna Castañuela
Texas Commission on Environmental Quality
Office of Chief Clerk MC-105
P.O. Box 13087
Austin, Texas 78711-3087

* The Honorable Carol Wood
Administrative Law Judge
State Office of Administrative Hearings
P. O. Box 13025
Austin, Texas 78711-3025

* Courtesy Copy



TCEQ Docket No. 2009-0681-SLG
PERMIT NO. WQ0004451000

Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

This is a renewal of Permit No.
04451 issued January 28, 2003.

PERMIT TO LAND APPLY SEWAGE SLUDGE
under provisions of Chapter 26 of the Texas Water Code,
Chapter 361 of Health and Safety Code, Chapter 312 of Texas Administrative Code.

I. PERMITTEE:

Synagro of Texas-CDR, Inc

1002 Village Square Drive, Suite C
Tomball, Texas 77375

II. AUTHORIZATION:

Beneficial Land Application of Wastewater Treatment Plant (WWTP) sewage sludge.

III. GENERAL DESCRIPTION AND LOCATION OF SITE:

Description: The permittee is authorized to land apply WWTP sewage sludge at an annual rate not to exceed 9.14 dry tons/acre/year on Fields 1, 2 and 5, 5.88 dry tons/acre/year on Field 3, 4.77 dry tons/acre/year on Field 4, 8.06 dry tons/acre/year on Field 6, and 11.32 dry tons/acre/year on Fields 7 and 9, on 185.27 acres located within approximately 320.1 acres at this site.

Location: The sewage sludge land application site is located at near the City of Chesterville, approximately 900 feet west of the intersection of Farm-to-Market Road 2764 and Farm-to-Market Road 1093 in Colorado County, Texas (see Attachment A).

SIC Code: 0139

Drainage Basin: The land application site is located in the drainage area of the San Bernard River above Tidal in Segment No. 1302 of the Brazos-Colorado River Basin. No discharge of pollutants into water in the State is authorized by this permit.

This permit and the authorization contained herein shall expire at midnight five years from the date of issuance listed below.

ISSUED DATE: **OCT 01 2009**


For the Commission

RECEIVED

OCT 5 2009

IV. GENERAL REQUIREMENTS:

- A. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC Chapter 312 and all other applicable state and federal regulations in a manner which protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants which may be present in the sludge.
- B. Application for renewing this permit shall be submitted by the permittee at least 180 days prior to expiration date of this permit.
- C. WWTP sludge
 1. In all cases, the generator or processor of sewage sludge shall provide necessary analytical information to the parties who receive the sludge, including those receiving the sewage sludge for land application, to assure compliance with these regulations.
 2. Permittee shall not accept the sewage sludge that fails the Toxicity Characteristic Leaching Procedure (TCLP) test per the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I or other method, which receives the prior approval of the TCEQ for the contaminants listed in Table 1 of 40 CFR Section 261.24.
 3. Sewage sludge shall not be applied to the land if the concentration of any metal exceeds the ceiling concentration listed in Table 1 below. Additional information on the frequency of testing for metals is found in Section IX.

TABLE 1

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

4. 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

5. 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.
6. 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.
7. 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.

D. The permittee shall maintain a commercial liability insurance policy for the duration of the permit that:

1. is issued by an insurance company authorized to do business in this state that has a rating by the A.M. Best Company of A- or better;

2. designates the commission as an additional insured; and
 3. is in an amount of not less than \$3 million.
- E. The permittee shall maintain an environmental impairment insurance policy for the duration of the permit that:
1. is issued by an insurance company authorized to do business in this state that has a rating by the A.M. Best Company of A- or better;
 2. designates the commission as an additional insured; and
 3. is in an amount of not less than \$3 million.

V. OPERATIONAL REQUIREMENTS:

The operation and maintenance of this land application site must be in accordance with 30 TAC Chapter 312 and Title 40 of the Code of Federal Regulations (40 CFR) Part 503 as they relate to land application for beneficial use. All applicable local and county ordinances must also be followed.

VI. REQUIRED MANAGEMENT PRACTICES:

- A. Sludge applications must 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.
- B. Sludge must not be applied to land that is flooded, frozen or snow-covered to prevent entry of bulk sewage sludge into wetland or other waters in the State.
- C. Sludge shall be land applied in a manner which complies with Management Requirements in accordance with 30 TAC Section 312.44 including maintaining the following buffer zones for each application area:

a.	Established school, institution, business or residence	750 feet
b.	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
c.	Solution channels, sinkholes, or other conduits to groundwater	200 feet
d.	Waters in the State of Texas - when sludge is not incorporated	200 feet
e.	Waters in the State of Texas - when sludge is incorporated within 48 hours of application and a vegetated cover is established	33 feet
f.	Private water supply well	150 feet
g.	Public right of way	50 feet
h.	Property boundary	50 feet

i.	Irrigation conveyance canals	10 feet
----	------------------------------	---------

- D. Sludge must be applied to the land at an annual application rate that is equal to or less than the agronomic rate for the vegetation in the area on which the sludge is applied.
- E. The seasonally high water table, groundwater table, or depth to water-saturated soils must be at least three (3) feet below the treatment zone for soils with moderate to slow permeability (less than two inches per hour) or four (4) feet below the treatment zone for soils with rapid to moderately rapid permeability (between two and twenty inches per hour). Sludge can not be applied to soils with permeation rates greater than twenty inches per hour.
- F. Sludge must be applied by a method and under conditions that prevent runoff beyond the active application area and that protect the quality of the surface water and the soils in the unsaturated zone. In addition the following conditions must be met:
1. Sludge must be applied uniformly over the surface of the land.
 2. Sludge must not be applied to areas where permeable surface soils are less than 2 feet thick.
 3. Sludge must not be applied during rainstorms or during periods in which surface soils are water-saturated.
 4. Sludge must not be applied to any areas having a slope in excess of 8%.
 5. Where runoff from the active application area is evident, the operator must cease further sludge application until the condition is corrected.
 6. 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.
 7. Sludge application practices must not allow uncontrolled public access, so as to protect the public from potential health and safety hazards at the site.
 8. 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 VI.C. must not have any sludge applied on them.
- G. 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.

VII. PATHOGEN CONTROL:

- A. 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.
1. 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 degrees 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 percent.

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 Processes to Further Reduce Pathogens (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.

2. 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 provide 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.

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

- 1. 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.
- 2. 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.
- 3. 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.
- 4. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application of sewage sludge.
- 5. Animals shall not be allowed to graze on the land for 30 days after application of sewage sludge.
- 6. 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.
- 7. Public access to land with a high potential for public exposure shall be restricted for 1 year after application of sewage sludge.

8. Public access to land with a low potential for public exposure shall be restricted for 30 days after application of sewage sludge.
9. Land application of sludge shall be in accordance with the buffer zone requirements found in 30 TAC §312.44.

VIII. VECTOR ATTRACTION REDUCTION REQUIREMENTS:

- A. 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 for Vector Attraction Reduction.

- Alternative 1 The mass of volatile solids in the sewage sludge shall be reduced by a minimum of 38 percent [30 TAC §312.83(b)(1)].
- 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 degrees Celsius. Volatile solids must be reduced by less than 17 percent to demonstrate compliance [30 TAC §312.83(b)(2)].
- 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 a percent solids of two percent or less aerobically in the laboratory in a bench-scale unit for 30 additional days at 20 degrees Celsius. Volatile solids must be reduced by less than 15 percent to demonstrate compliance [30 TAC §312.83(b)(3)].
- 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 degrees Celsius. This test may only be run on sludge with a total percent solids of 2.0% or less [30 TAC §312.83(b)(4)].
- 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 degrees Celsius and the average temperature of the sewage sludge shall be higher than 45 degrees Celsius [30 TAC §312.83(b)(5)].
- 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 [30 TAC §312.83(b)(6)].
- 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 percent 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 [30 TAC §312.83(b)(7)].

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 percent 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 [30 TAC §312.83(b)(8)].

Alternative 9 Sewage sludge shall be injected below the surface of the land. No significant amount of the sewage sludge shall be present on the land surface within one hour after the sewage sludge is injected. 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 [30 TAC §312.83(b)(9)].

Alternative 10 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. 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 [30 TAC §312.83(b)(10)].

IX. MONITORING REQUIREMENTS:

The sewage sludge must be monitored according to 30 TAC §312.46(a)(1) for the ten metals in Table 1 of Section IV.C.3, pathogen reduction, and vector attraction reduction.

- A. If the concentration of nitrogen or any of the metals in Table 1 in Section IV.C.3 exceeds the concentration used to calculate any of the MSARs in Sections IV.C.5 and IV.C.6, the MSAR for that element must be recalculated. If the sludge comes from multiple sources, the calculations must use Table 2 in Section IV.C.4 to provide a volume weighted average of all sludge that will be applied during the current monitoring period.
- B. After the sludge has been monitored according to 30 TAC §312.46(a)(1) for a period of two years, an application may be submitted to amend this permit to reduce the frequency of monitoring.
- C. The frequency of monitoring will be increased if recalculation of the agronomic rate increases the amount of sludge that can be applied to a higher threshold, as shown in 30 TAC §312.46(a)(1). The frequency of monitoring may also be increased if the TCEQ determines that the level of pollutants or pathogens in the sludge warrants such action.
- D. If WWTP sludge is received at this site for land application then the permittee must ensure that the test data for TCLP and PCBs is provided from the generators.
- E. All metal constituents and Fecal coliform or Salmonella sp. bacteria shall be monitored at the appropriate frequency pursuant to 30 TAC §312.46(a)(1).
- F. Representative samples of sewage sludge shall be collected and analyzed in accordance with the methods referenced in 30 TAC §312.7.

X. 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.

A. Records of the following general information must be kept for all types of sludge and domestic septage land application permits:

1. 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.
2. 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.
3. The number of acres in each site on which bulk sludge is applied.
4. The dates, times and quantities of sludge (and/or domestic septage if applicable) is applied to each site.
5. The cumulative amount of each pollutant in pounds per acre listed in Table 2 of Section IV.C.4 applied to each site.
6. The total amount of sludge applied to each site in dry tons.
7. A description of how the management practices listed above in Section IV.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).

B. For Sewage Sludge with metal concentrations at or below levels in Table 3 of Section IV.C.4; 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):

1. 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).

C. For Sewage Sludge with metal concentrations at or below levels in Table 3 of Section IV.C.4; 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):

1. 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).
2. 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).

- D. For Sewage Sludge with metal concentrations at or below levels in Table 1 of Section IV.C.3; 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):
1. 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).
 2. 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).
 3. 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).

XI. REPORTING REQUIREMENTS:

- A. 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 1 of previous year through August 31 of current year. Additionally an "Annual Sludge Summary Report Form" (Attachment C) 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 12). 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 C of this permit) with following information. This information must be submitted by all permittees:
 - i. Permit number.
 - ii. The site location (address or latitude and longitude).
 - iii. Operator address, contact person name, telephone number, and fax number.
 - iv. Amount of sludge disposal dry weight (lbs/acre) at each disposal site. Report domestic septage quantities in gallons.
 - v. Number of acres on which sludge and septage is land applied.
 - vi. Vegetation grown and number of cuttings.
 - vii. Other items listed in the summary sheet.
 2. If the sludge concentration for any metal listed in Table 3 of Section IV.C.4 is exceeded, the report must include the following information:
 - i. Date and time of each sludge application.
 - ii. All four certification statements required under 30 TAC §312.47(a)(5)(B).

- iii. A description of how the information from the sludge generator was obtained, as per 30 TAC §312.42(c).
 - iv. A description of how each of the management practices in 30 TAC §312.44 were met for this site.
 - v. A description of how the site restrictions in 30 TAC §312.82(b)(3) were met for the site.
 - vi. If the vector attraction reduction requirements in 30 TAC §312.83(b)(9) or (10) are met, a description of how this was done.
 - vii. Soil and sludge test reports, as required in Section XII of this permit.
 - viii. 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.C.4, or similar form).
3. If none of the concentrations for the metals exceed the values listed in Table 3 in Section IV.C.4 of this permit:
- i. Information per 30 TAC §312.47(a)(3)(B) for Class A sludge.
 - ii. 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 IV.C.4 of this permit the permittee shall provide the following additional information:
- i. Date and time of each sludge application.
 - ii. The information in 30 TAC §312.47(a)(5)(A) must be obtained from the sludge generator and included in the report.
 - iii. The cumulative amount in pounds per acre of each pollutant listed in Table 2 in Section IV.C.4 applied to each application field of this site through bulk sewage sludge.
5. Permittee shall submit evidence that the permit holder is complying with the nutrient management plan developed by a **certified nutrient management specialist** in accordance with the practice standards of the Natural Resources Conservation Service of the United States Department of Agriculture.
- B. 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 D**) 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 12). Record retention requirements must be followed in accordance with 30 TAC §312.47.
- 1. The source, quality, and quantity of sludge applied to the land application unit.

2. The location of the land application unit, either in terms of longitude and latitude or by physical address, including the county.
3. The dates of delivery of Class B sludge.
4. The dates of application of Class B sludge.
5. The cumulative amount of metals applied to the land application unit through the application of Class B sludge.
6. Crops grown at the land application unit site.
7. The suggested agronomic application rate for the Class B sludge.

XII. 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 ₃ -N, mg/kg)		1 per year	X	X
2	Ammonium Nitrogen (NH ₄ -N, mg/kg)		1 per year	X	X
3	Total Nitrogen (TKN, mg/kg)	1	1 per year	X	X
4	Phosphorus (plant available, mg/kg)	2	1 per year	X	X
5	Potassium (plant available, mg/kg)	2	1 per year	X	X
6	Sodium (plant available, mg/kg)	2	1 per year	X	X
7	Magnesium (plant available, mg/kg)	2	1 per year	X	X
8	Calcium (plant available, mg/kg)	2	1 per year	X	X
9	Electrical Conductivity	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 (yields plant-available concentrations) with inductively coupled plasma.
3. Electrical Conductivity (EC) - determine from extract of 2:1 (volume/volume) water/soil mixture and expressed in ds/m (same as mmho/cm).
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 9045C - determine from extract of 2:1 (volume/volume) water/soil mixture.

* 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.

XIII. STANDARD PROVISIONS:

- A. This permit is granted in accordance with the Texas Water Code, Health and Safety 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 shall be reported 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 to the TCEQ Regional Office (MC Region 12) and to 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 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. Any noncompliance other than that specified in the Standard Provision B, or any required information not submitted or submitted incorrectly, shall be reported to the TCEQ Enforcement Division (MC 224) as promptly as possible.
- D. 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.
- E. Prior to any transfer of this permit, Commission approval must be obtained. The Commission must 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.
- F. 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.
- G. The permittee is subject to the provisions of 30 TAC §305.125.
- H. The permittee shall remit to the Commission annual fees per 30 TAC §312.9. Failure to pay the fees on time may result in revocation of this permit.
- I. This permit does not become a vested right in the permit holder.
- J. 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.

XIV. SPECIAL PROVISIONS:

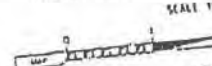
- A. Maximum annual sludge application rate shall not to exceed 9.14 dry tons/acre/year on Fields 1, 2 and 5, 5.88 dry tons/acre/year on Field 3, 4.77 dry tons/acre/year on Field 4, 8.06 dry tons/acre/year on Field 6, and 11.32 dry tons/acre/year on Fields 7 and 9, and shall be land applied at a frequency proposed in the application. Agronomic loading rates shall be calculated on an annual basis to ensure that nutrient balances are not exceeded.
- B. For soils with permeability greater than 2 inches per hour and less than 20 inches per hour, the land application of sludge is prohibited if the soil is saturated or groundwater is present within a depth of 4 feet of the treatment zone as demonstrated through the determination of presence or absence of the perched or apparent water table. Records of monitoring data shall be maintained per 30 TAC §312.47. In the absence of groundwater monitoring, land application is prohibited during months that the most recently published soil survey data indicate that a perched or apparent water table may be present within 4 feet of the treatment zone.
- C. For soils with permeability less than 2 inches per hour, the land application of sludge is prohibited if the soil is saturated or groundwater is present within a depth of 3 feet of the treatment zone as demonstrated through the determination of presence or absence of the perched or apparent water table. Records of monitoring data shall be maintained per 30 TAC §312.47. In the absence of groundwater monitoring, land application is prohibited during months that the most recently published soil survey data indicate that a perched or apparent water table may be present within 3 feet of the treatment zone.
- D. The permittee should consider nutrient management practices appropriate for land application of wastes assess the potential risk for nitrogen and phosphorus to contribute water quality impairment. Information on a certification program for Nutrient Management Specialists is available on the web at "<http://nmp.tamu.edu/>". Nutrient management should be practiced within the context of the Natural Resources Conservation Service (NRCS) Code 590 Practice Standard which addresses the kind, source, placement, form, amount, timing and application method of nutrients and soil amendments. This is available on the web at "http://efotg.nrcs.usda.gov/references/public/TX/finalTX590_07_09_07.pdf". The 590 Standard should be conducted using the Phosphorus Index, a simple screening tool to rank vulnerability of fields as sources of phosphorus loss to surface runoff. Information on Phosphorus index is available on the web at "http://efotg.nrcs.usda.gov/references/public/TX/TXTechNote15_rev.pdf". Annual analysis of extractable phosphorus in soil samples should be conducted using the Mehlich III extraction.
- E. Soil samples shall be analyzed within 30 days of sample procurement. The permittee shall submit the soil analyses to TCEQ Regional office (MC Region 12) and the Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division by the end of September following the sampling of each year.
- F. Application of sludge shall not take place on the areas of Edco, Garwood, and Nada-Cieno soil types.
- G. The permittee shall comply with the sludge management plan (SMP) approved by the TCEQ on *September 17, 2002*. Records of observation required by the SMP shall be kept on file.
- H. Application areas (Fields 1, 2, 3, 4, 5, 6, 7 and 9) must be distinguished from each other by the use of flags, posting or fencing to ensure that each field is separated.

Synagro of Texas-CDR, Inc
ATTACHMENT A



PERMIT SITE 04451
 GENERAL HIGHWAY
 COLORADO

TEX
 PREPARED
 TEXAS DEPARTMENT OF
 TRANSPORTATION PLANNING
 IN COOPERATION
 U.S. DEPARTMENT OF
 FEDERAL HIGHWAY

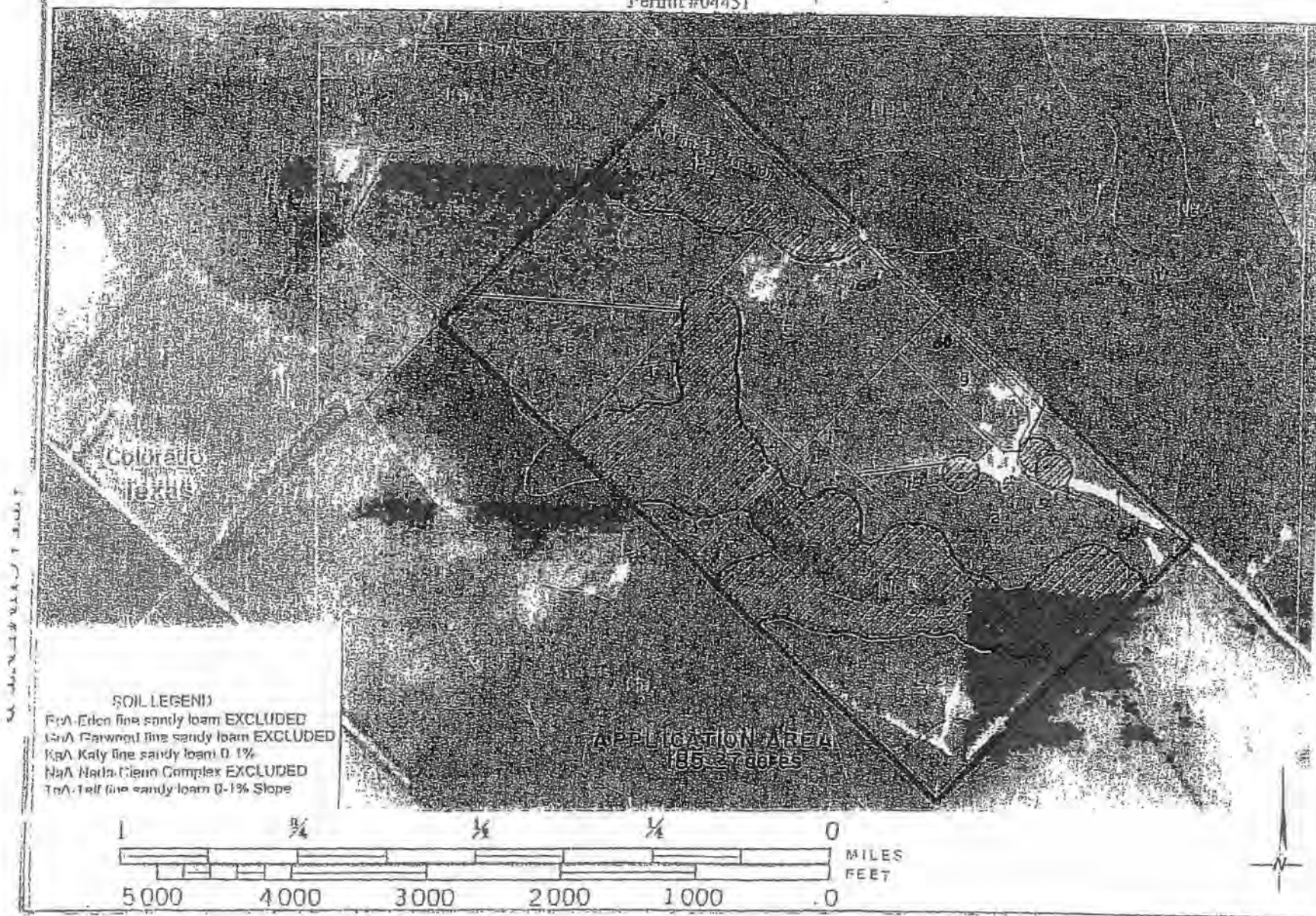


198

1990 CENSUS

TCEQ Permit No. W00004451000

DETAIL SOIL SURVEY
Colorado County, Texas
Permit #04451



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

- Note 1: If your site has more than one land application field, please submit a separate form for each field.
Note 2: Please note, in addition to the summary form, you need to 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: Also send one complete copy of your report and this form to the TCEQ regional office in your area.

For TCEQ Fiscal year _____; Reporting period from September 1, _____, August 31, _____

PERMIT NO.: _____ **DATE:** _____

NAME OF PERMITTEE: _____

MAILING ADDRESS: _____

CONTACT PERSON: Name: _____ Telephone No: _____

Field No(if any): _____ (Please submit a separate form for each field).

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. Treated Domestic Septage - Land Applied : _____ gallons/year
 - a.. Method used to treat Domestic Septage: _____
3. Water Treatment Plant Sludge:
 - a.. Land Applied: _____ dry tons/year;
 - b.. Dedicated Land Disposal: _____ dry tons/year
 - c.. Disposed Via monofill : _____ 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: _____

Sewage Sludge only – Please provide information regarding the following 3 items:-

1. Does any of the sludge you have generated or received NOT MEET the concentration limits for the metals listed in Table 3 of "30 TAC §312.43 (b)"? Yes _____ No _____
2. Has your field/site reached or exceeded 90% of the cumulative metal loading rates for any metals as listed in Table 2 of 30 TAC §312.43 (b)"? Yes _____ No _____
3. Has sewage sludge been applied to the field/site after 90% of cumulative metal loading rates for any of the metals per Table 2 of " 30 TAC §312.43 (b)" been reached? Yes _____ No _____

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

TCEQ**Attachment D****Quarterly Sludge Summary Report Form**

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 have more than one permitted site, then fill-out this form for each one of those sites.

Note 4: Please send a copy of this sheet and all attachments to the local TCEQ regional office.

For TCEQ Quarter _____ Reporting period from _____, to, _____	
PERMIT NO.: _____	DATE: _____
NAME OF PERMITTEE: _____	
MAILING ADDRESS: _____	
CONTACT PERSON: Name: _____ Telephone No: _____	

Field No: _____ (Submit separate form for each field, if site has two or more fields)

- Class B Sewage Sludge Land Applied: _____ dry tons / quarter
 - Treated Domestic Septage - Land Applied: _____ gallons / quarter
 - Method used to treat Domestic Septage: _____
 - Water Treatment Plant Sludge - Land Applied: _____ dry tons / quarter
 - 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: _____

Please attach the information regarding the following items (Sewage Sludge only):-

* Please note the following information shall be provided in computer generated report format:

* Please place check mark before each item below to indicate you have attached that item with 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 REPORT TO :

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

TCEQ

Attachment E

Information Sources on Phosphorous Risk Management

● **Certified Nutrient Management Specialists:**

- ▶ <http://nmp.tamu.edu/Design/Assests/CertificationDB.htm>

● **Natural Resource Conservation Service (NRCS) Code 590 Practice Standard:**

- ▶ <http://nmp.tamu.edu/Design/Assests/menu.htm>

● **Phosphorous Index:**

- ▶ http://efotg.nrcs.usda.gov/references/public/TX/TXTechNote15_rev.pdf

Note: The website addresses could change from time to time. So, please check for the latest addresses for these sites.



PERMIT NO. WQ0004723000

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

This is a renewal of Permit No.
WQ0004723000 issued
June 22, 2006.

PERMIT TO LAND APPLY SEWAGE SLUDGE
under provisions of Chapter 26 of the Texas Water Code,
Chapter 361 of Health and Safety Code, Chapter 312 of Texas Administrative Code.

I. PERMITTEE:

Synagro of Texas - CDR, Inc.
1002 Village Square Drive, Suite C
Tomball, Texas 77375

II. AUTHORIZATION:

Beneficial Land Application of Wastewater Treatment Plant (WWTP) sludge and Water Treatment Plant (WTP) sludge.

III. GENERAL DESCRIPTION AND LOCATION OF SITE:

Description: The permittee is authorized to land apply WWTP sewage sludge and WTP sludge at an annual rate not to exceed 8.6 dry tons per acre per year on 80.5 acres located within approximately 363.78 acres at this site.

Location: The sludge land application site is located approximately 0.75 mile south of the City of Rock Island, east of and fronting Farm-to-Market Road 1693, in Colorado County, Texas 77470 (see Attachment A).

SIC Code: 0139

Drainage Basin: The land application site is located in the drainage basin of Lake Texana in Segment No. 1604 of the Lavaca River Basin. No discharge of pollutants into waters in the State is authorized by this permit.

This permit and the authorization contained herein shall expire at midnight **five years from the date of issuance** listed below.

ISSUED DATE: January 30, 2012


For the Commission

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

5. 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.
6. 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.
7. Anytime the permittee plans to accept WWTP or WTP 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.

- D. Sludge must be applied to the land at an annual application rate that is equal to or less than the agronomic rate for the vegetation in the area on which the sludge is applied.
- E. The seasonally high water table, groundwater table, or depth to water-saturated soils must be at least three (3) feet below the treatment zone for soils with moderate to slow permeability (less than two inches per hour) or four (4) feet below the treatment zone for soils with rapid to moderately rapid permeability (between two and twenty inches per hour). Sludge cannot be applied to soils with permeation rates greater than twenty inches per hour.
- F. Sludge must be applied by a method and under conditions that prevent runoff beyond the active application area and that protect the quality of the surface water and the soils in the unsaturated zone. In addition, the following conditions must be met:
 - 1. sludge must be applied uniformly over the surface of the land;
 - 2. sludge must not be applied to areas where permeable surface soils are less than 2 feet thick;
 - 3. sludge must not be applied during rainstorms or during periods in which surface soils are water-saturated;
 - 4. sludge must not be applied to any areas having a slope in excess of 8%;
 - 5. where runoff from the active application area is evident, the operator must cease further sludge application until the condition is corrected;
 - 6. 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;
 - 7. sludge application practices must not allow uncontrolled public access, so as to protect the public from potential health and safety hazards at the site; and
 - 8. 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 VI.C. must not have any sludge applied on them.
- G. 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.

VII. PATHOGEN CONTROL:

- A. 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 or Class B pathogen requirements.
 - 1. 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

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 must 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 provide a certification to the generator of 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 must 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 must 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 must meet one of the PSRP, and must meet the certification, operation, and record keeping requirements of this paragraph.

Alternative 3

Sewage sludge must 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

30 TAC §312.44.

VIII. VECTOR ATTRACTION REDUCTION REQUIREMENTS:

- A. 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 for Vector Attraction Reduction.

Alternative 1 The mass of volatile solids in the sewage sludge shall be reduced by a minimum of 38 percent [30 TAC §312.83(b)(1)].

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 degrees Celsius. Volatile solids must be reduced by less than 17 percent to demonstrate compliance [30 TAC §312.83(b)(2)].

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 a percent solids of two percent or less aerobically in the laboratory in a bench-scale unit for 30 additional days at 20 degrees Celsius. Volatile solids must be reduced by less than 15 percent to demonstrate compliance [30 TAC §312.83(b)(3)].

Alternative 4 The specific oxygen uptake rate (SOUR) for sewage sludge treated in an aerobic process must 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 degrees Celsius. This test may only be run on sludge with a total percent solids of 2.0% or less [30 TAC §312.83(b)(4)].

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 degrees Celsius and the average temperature of the sewage sludge shall be higher than 45 degrees Celsius [30 TAC §312.83(b)(5)].

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 [30 TAC §312.83(b)(6)].

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 percent 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 [30 TAC §312.83(b)(7)].

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 percent based on the moisture content and total solids prior

X. RECORD KEEPING REQUIREMENTS:

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

- A. Records of the following general information must be kept for all types of sludge land application permits:
1. 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;
 2. the location, by street address, and specific latitude and longitude, of each site on which sewage sludge (including WTP sludge) is applied;
 3. the number of acres in each site on which bulk sludge is applied;
 4. the dates, times and quantities of sludge is applied to each site;
 5. the cumulative amount of each pollutant in pounds per acre listed in Table 2 of Section IV.C.4 applied to each site;
 6. the total amount of sludge applied to each site in dry tons; and
 7. a description of how the management practices listed above in Section IV.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).
- B. For Sewage Sludge with metal concentrations at or below levels in Table 3 of Section IV.C.4; 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):
1. 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).
- C. For Sewage Sludge with metal concentrations at or below levels in Table 3 of Section IV.C.4; 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):
1. 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); and
 2. 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).
- D. For Sewage Sludge with metal concentrations at or below levels in Table 1 of Section IV.C.3; 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):

- v. a description of how the site restrictions in 30 TAC §312.82(b)(3) were met for the site;
 - vi. if the vector attraction reduction requirements in 30 TAC §312.83(b)(9) or (10) are met, a description of how this was done;
 - vii. soil and sludge test reports, as required in Section XII of this permit; and
 - viii. 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.C.4, or similar form).
3. If none of the concentrations for the metals exceed the values listed in Table 3 in Section IV.C.4 of this permit:
- i. information per 30 TAC §312.47(a)(3)(B) for Class A sludge; and
 - ii. 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 IV.C.4 of this permit the permittee shall provide the following additional information:
- i. date and time of each sludge application;
 - ii. the information in 30 TAC §312.47(a)(5)(A) must be obtained from the sludge generator and included in the report; and
 - iii. the cumulative amount in pounds per acre of each pollutant listed in Table 2 in Section IV.C.4 applied to each application field of this site through bulk sewage sludge.
5. Permittee shall submit evidence that the permit holder is complying with the nutrient management plan developed by a certified nutrient management specialist in accordance with the practice standards of the Natural Resources Conservation Service of the United States Department of Agriculture.
- B. 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 D) 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 12). Record retention requirements must be followed in accordance with 30 TAC §312.47. The Quarterly Sludge Summary Report Form must include:
- 1. the source, quality, and quantity of sludge applied to the land application unit;
 - 2. the location of the land application unit, either in terms of longitude and latitude or by physical address, including the county;
 - 3. the dates of delivery of Class B sludge;
 - 4. the dates of application of Class B sludge;

XII. SOIL SAMPLING AND ANALYSIS:

The permittee is required to notify the local TCEQ Regional Office 48 hours prior to taking annual soil samples at the permitted site. Samples will need to be taken within the same 45-day period each year, or by an approved sampling plan and analyzed within 30 days of procurement.

The permittee must monitor the soil-sludge mixture for the site as follows using soil sampling requirements described in 30 TAC §312.12(b)(1)(I) and (J). Analytical results must be provided on a dry weight basis. The Soil Sampling and Analysis plan shall be provided to the analytical laboratory prior to sample analysis.

No.	PARAMETER	NOTE	FREQUENCY	SAMPLE DEPTH	
				0" - 6"	6" - 24"
1.	Nitrate Nitrogen (NO ₃ -N, mg/kg)	1	1 per year	X	X
2.	Ammonium Nitrogen (NH ₄ -N, mg/kg)	1	1 per year	X	X
3.	Total Nitrogen (TKN, mg/kg)	2	1 per year	X	X
4.	Phosphorus (plant available, mg/kg)	3	1 per year	X	X
5.	Potassium (plant available, mg/kg)	3	1 per year	X	X
6.	Sodium (plant available, mg/kg)	3	1 per year	X	X
7.	Magnesium (plant available, mg/kg)	3	1 per year	X	X
8.	Calcium (plant available, mg/kg)	3	1 per year	X	X
9.	Electrical Conductivity	4	1 per year	X	X
10.	Soil Water pH (S.U.)	5	1 per year	X	X
11.	Total Arsenic (mg/kg)	6	1 per 5 years	X	N/A
12.	Total Cadmium (mg/kg)	6	1 per 5 years	X	N/A
13.	Total Chromium (mg/kg)	6	1 per 5 years	X	N/A
14.	Total Copper (mg/kg)	6	1 per 5 years	X	N/A
15.	Total Lead (mg/kg)	6	1 per 5 years	X	N/A
16.	Total Mercury (mg/kg)	6	1 per 5 years	X	N/A
17.	Total Molybdenum (mg/kg)	6	1 per 5 years	X	N/A
18.	Total Nickel (mg/kg)	6	1 per 5 years	X	N/A
19.	Total Selenium (mg/kg)	6	1 per 5 years	X	N/A
20.	Total Zinc (mg/kg)	6	1 per 5 years	X	N/A

1. Determined in a 1 N KCl soil extract (<http://soiltesting.tamu.edu/webpages/swftlmethods1209.html>).
2. Determined by Kjeldahl digestion or an equivalent accepted procedure. Methods that rely on Mercury as a catalyst are not acceptable.
3. Mehlich III extraction (yields plant-available concentrations) with inductively coupled plasma.
4. Electrical Conductivity (EC) - determined from extract of 2:1 (volume/volume) water/soil mixture and expressed in dS/m (same as mmho/cm).
5. Soil pH must be analyzed by the electrometric method in "Test Methods for Evaluating Solid Waste," EPA SW-846, 40 CFR 260.11; method 9045C - determined from extract of 2:1 (volume/volume) water/soil mixture.
6. Analysis for metals in soil must be performed according to methods outlined in "Test Methods for Evaluating Solid Waste," EPA SW-846; method 3050.

XIV. SPECIAL PROVISIONS:

- A. The maximum annual sludge application rate shall not exceed 8.6 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. During times of land application of sludge, all buffer zones must be distinguished from each other by the use of flags, posting or fencing to ensure that both buffer areas and land application areas are separated.
- C. The permittee should consider nutrient management practices appropriate for land application of sewage sludge and assess the potential risk for nitrogen and phosphorous to contribute to water quality impairment. Information and assistance on a certification program for Nutrient Management Specialists is available on the web at "<http://nmp.tamu.edu>".

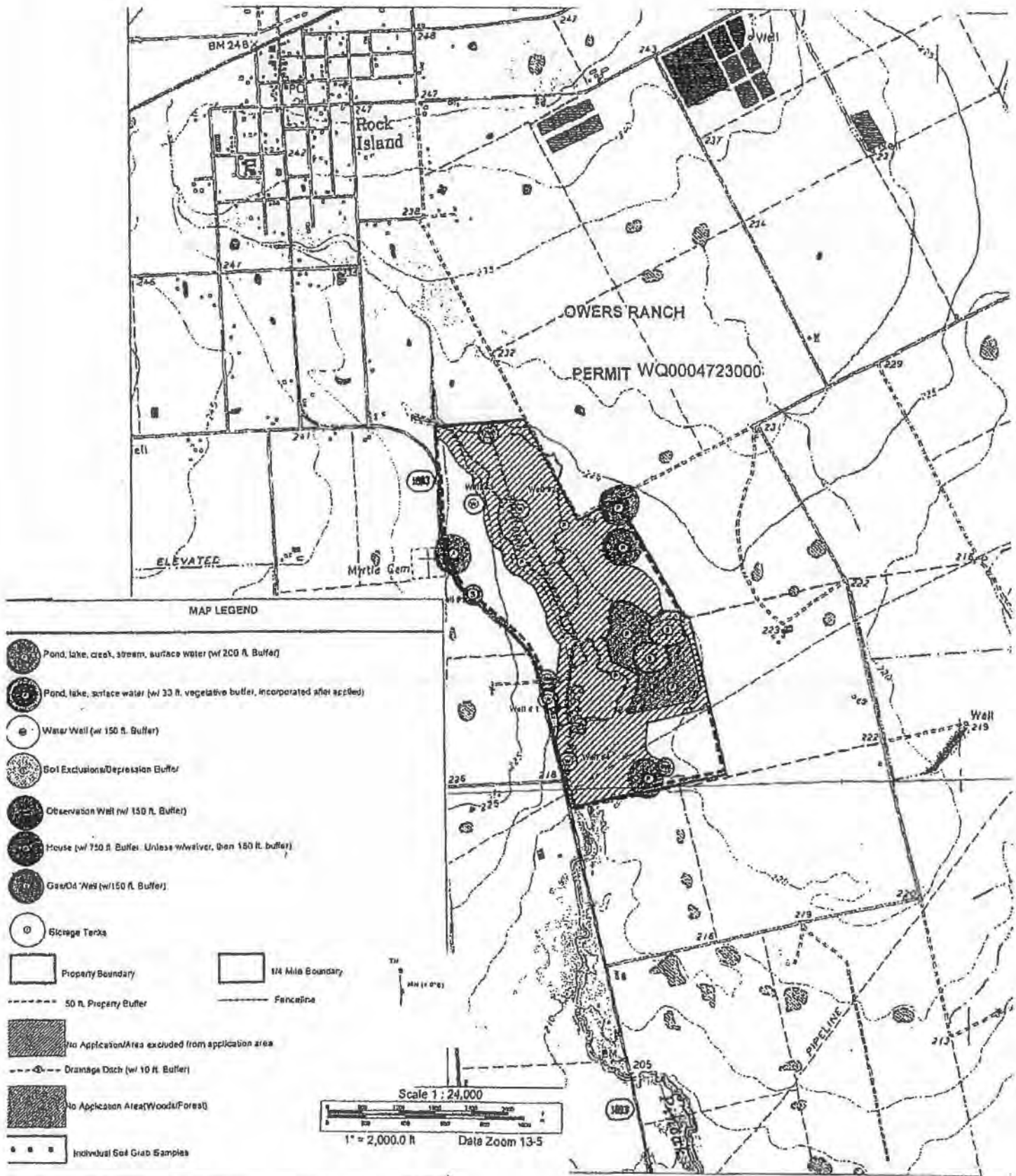
Nutrient management should be practiced within the context of the Natural Resources Conservation Service (NRCS) Code 590 Practice Standard which addresses the kind, source, placement, form, amount, timing and application method of nutrients and soil amendments. This is available on the web at

"http://efotg.nrcs.usda.gov/references/public/TX/finalTX590_07_09_07.pdf". The 590 Standard should be conducted using the Phosphorus Index, a simple screening tool to rank vulnerability of fields as sources of phosphorus loss to surface runoff. Information on Phosphorus Index is available on the web at

"http://efotg.nrcs.usda.gov/references/public/TX/TXTechNote15_rev.pdf". The annual analysis of extractable phosphorus in soil samples should be conducted using the Mehlich III extraction with inductively coupled plasma.

- D. All sludge staging areas shall be located outside of buffers required by 30 TAC Section 312.44(c).
- E. A minimum 150 foot buffer zone shall be maintained for all monitoring/observation wells.
- F. Sludge applied in the northwest corner of this site, approximately 25 acres, must be incorporated to mitigate burrowing activities of crawfish.
- G. The permittee shall sample Pin Oak Creek once each calendar quarter when the creek is flowing for metals listed in the soil sampling chart on page 15 of the permit to ensure compliance with applicable stream standards.
- H. The permittee shall incorporate all sludge land applied as soon as possible considering weather, crop, and soil conditions.

Attachment B



Attachment D

Quarterly Sludge Summary Report Form

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 have more than one permitted site, then fill-out this form for each one of those sites.

Note 4: Please send a copy of this sheet and all attachments to the local TCEQ regional office.

For TCEQ Quarter:	Reporting period:	From September 1,	to August 31,
Registration No:		Date	
Name of Registrant:			
Mailing Address:			
Contact Person	Name	Telephone No:	

Field No. (if any): _____ (Submit separate form for each field, if site has two or more fields).

Class B Sewage Sludge Land Applied: dry tons /quarter
Treated Domestic Septage - Land Applied: gallons / quarter
Method used to treat Domestic Septage:
Water Treatment Plant Sludge - Land Applied: dry tons /quarter
Class A sludge land applied: dry tons /quarter

a. Acreage used for Sludge Application/disposal at this site

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:

Please attach the information regarding the following items (Sewage Sludge only):

* Please note the following information shall be provided in computer generated report format:

* Please place check mark before each item below to indicate you have attached that item with 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 ANNUAL REPORT TO:

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



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Stephen T. Aden, Corporate Purchasing Manager
DATE: July 10, 2013

SUBJECT: Request for Determination of Goals for Solicitation No. STA1091
Project Name: BIOSOLIDS HAULING AND LAND APPLICATION
Commodity 9687156
Code(s): _____
Estimated Value: \$4,500,000 Annual Estimate

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

Attached are the specification for the subject solicitation for the hauling of biosolids and land application at the Hornsby Bend Biosolids Management Plant (BMP).

The Departmental Point of Contact is: Jody Slagle or Andy Ramirez at Phone. 512/972-1950 or 972-0310

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512/972-4040

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

- a. Goals: _____ % MBE _____ % WBE
- b. Subgoals _____ % African American _____ % Hispanic
- _____ % Native/Asian American _____ % WBE

This determination is based on the following reasons:

Vendor is certified under the requested commodity code.


Veronica Lara, Director

Date: 7-29-13

cc: Lorena Resendiz