

**CITY OF AUSTIN
PURCHASE SPECIFICATION
FOR
MANAGEMENT & DISPOSAL OF
Class 2 Industrial and Special Wastes**

<u>DATE</u>	<u>PREPARED BY</u>	<u>ISSUANCE/REVISION</u>	<u>APPROVAL SIGNATURES</u>
8/29/12	Jim Eldred	Issuance /	

This specification, until revised or rescinded, shall apply to each future purchase and contract for the service described herein.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

CITY OF AUSTIN
PURCHASE SPECIFICATION
FOR
DISPOSAL OF INDUSTRIAL CLASS 2 NON-HAZARDOUS & SPECIAL WASTES

1. **SCOPE AND CLASSIFICATION**

A. ***SCOPE***

The City of Austin Electric Utility Department (dba Austin Energy), herein after referred to the City, requires the turnkey services of a Waste Disposal Contractor, herein after referred to as the Contractor, to transport, treat, and dispose Industrial Class 2 and Special Non-hazardous waste generated at *Austin Energy facilities* specifically.

B. ***CLASSIFICATION***

The selected Contractor(s) shall provide all personnel, equipment, supplies, materials, and supervision to perform the specified waste management activities.

2. **BACKGROUND**

A. ***SERVICE LOCATIONS***

The City/Austin Energy owns and operates two (2) power plants, two (2) service centers, four chilled water plants, and several office buildings and support facilities within the City of Austin service area (see “Site Location Table” below). Waste streams may be generated at any of the City including but not limited to those listed below.

SITE LOCATION	U.S.EPA ID#	TEXAS GENERATOR ID#
POWER PLANTS (Industrial)		
Decker Creek Power Plant 8003 Decker Ln. Austin, TX 78724	TXD981049729	33938
Sand Hill Energy Center 13005 Fallwell Ln. Del Valle, TX 78617	TXR000043984 (currently a CESQG)	86737
Robert Mueller Energy Center 4901 Lancaster Drive Austin, TX 78723	CESQG	N/A
Domain Chilled Water Plant 11,400 Burnet Rd., Bldg 62 Austin, TX 78758	CESQG	N/A
Hobby Chilled Water Plant 300 San Antonio St. Austin, TX 78701	CESQG	N/A
SERVICE CENTERS (Non-Industrial)		
Kramer Lane Service Center		

2412 Kramer Ln. Austin, TX 78758	TXD980624878 (CESQG)	32804
St. Elmo Service Center 4411 Meinardus Dr. Austin, TX 78744	CESQG	81607
OTHER COA/AE FACILITIES (Non-Industrial)		
Decker Transformer Shop 10,001 Decker Ln. Austin, TX 78724	CESQG	N/A
Energy Control Center 301 West Ave. Austin, TX 78703	CESQG	N/A
Reclamation Facility 906 Justin Ln. Austin, TX 78757	CESQG	N/A
Town Lake Center 721 Barton Springs Rd. Austin, TX 78704	CESQG	N/A
Sixty-four (64) Substations throughout the AE Service Area	CESQG	N/A

B. WASTE MANAGEMENT SERVICES TO BE PROVIDED

Upon receipt of a written work order from the City, the Contractor shall provide any or all of the following waste management services: manifesting, transporting (roll-offs only), and ultimate disposal of various non-hazardous waste streams generated by AE activities. Services shall include providing all necessary labor, equipment, tools, and paperwork preparation that will facilitate waste shipments. The waste management services required by the City are described below and will be awarded to a single contractor.

Industrial Class 2, Municipal and Special Waste Disposal

The City generates non-hazardous Special Wastes that are not suitable for dumpster disposal as general plant trash. These wastes include, but are not limited to, used treated wood utility poles, soil contaminated with <1500ppm TPH, soil contaminated with mineral oil from transformers with >1500ppm TPH soils (covered by a TCEQ variance that allows that specific soil to be disposed of in a municipal landfill (copy will be provided)), construction/demolition debris, Class 2 wastewaters, rust, spent desiccants, unused solid chemical products, no-pcb bushings/capacitors and asbestos. The City requires a Contractor to safely handle and dispose of these materials.

To be eligible for this contract, the Contractor shall, at a minimum own or operate a landfill permitted to accept the City's waste listed under this task.

Moved to section 0400

3. ENVIRONMENTAL REQUIREMENTS.

- (a) The Contractor shall ensure that all environmental pollution is prevented, abated, and controlled and environmental degradation arising from loading and transportation activities is minimized by complying with all applicable federal, state, and local laws and regulations concerning environmental pollution control and abatement, as well as the specific requirements, if any, listed below.
- (b) **Spill Prevention and Cleanup.** Contractor will be responsible for the management and cleanup of all drips and spills for any product loaded onto Contractor's tanker and will be responsible for minimizing all drips and spills during the loading process. To prevent drips and spills from hose to tanker connections, each connection will be in secondary containment. When the hose is not in use, the contractor will place the hose connection end in a secondary containment. Contractor shall be responsible for cleanup of all de minimus spills.

Any spills to the land in quantities of 25 gallons or more and/or any spill causing a sheen in a waterway (including an off-site drainage ditch) shall be the responsibility of Austin Energy to cleanup. However, Contractor shall be financially responsible for the cleanup costs of any incident for product loaded onto Contractor's tanker.

Contractor is solely responsible for all costs incurred by Austin Energy for any spills or leaks caused by Contractor or its subcontractors or consultants during performance of, or in connection with the Contract. Without limiting the foregoing sentence, Contractor shall be responsible for all costs incurred to contain, remediate and restore the site of the spill according to applicable state and federal laws and regulations, and if on Austin Energy's property, according to Austin Energy's requirements.

Austin Energy shall be responsible for all spill or leak-related notifications required by federal, state or local law or regulation. Contractor shall immediately notify Austin Energy, including the SME and, if identified to Contractor, the Site supervisor and the individual responsible for environmental compliance, with the nature and location of the spill. Contractor shall provide a written report to Austin Energy identifying the substance, quantity released, location of the spill and perform clean up and remediation activities. If the spill occurs off the Austin Energy's property, then the Contractor shall also notify the Austin Energy of any agencies notified and the representatives of the agencies contacted. The report shall be a narrative that summarizes on-scene activity and remediation efforts. If long-term remediation will be required, it shall be noted in the report. The initial report shall be provided to Austin Energy within 24 hours after the incident. Follow-up reports shall be provided to Austin Energy weekly until remediation efforts have been completed and the spill has been properly remediated.

CONTRACTOR SHALL INDEMNIFY AND HOLD AUSTIN ENERGY HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, EXPENSES, COSTS AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, REMEDIATION COSTS, FINES, PENALTIES, COURT COSTS AND ATTORNEYS' FEES RESULTING FROM SPILLS, RELEASES, IMPROPER HANDLING AND/OR DISPOSAL OF WASTES OR FUEL BY CONTRACTOR, ITS SUBCONTRACTORS AND/OR ITS CONSULTANTS.

- (c) **Environmental Communication and Inspections.**
 - (1) **Environmental Coordinator.** Prior to the start of project work, Austin Energy will designate a person or entity to act as Austin Energy's Representative regarding environmental considerations during project work or in case of emergency services, to review and define the work to be performed and outline strategies and approaches to such work. Contractor shall assign a qualified person or if required, a "Competent Person," to coordinate response actions and environmental requirements. All workers performing work on Site shall be properly qualified to perform the work they are expected to perform, and have the necessary certifications, licenses and other credential necessary to perform the Work.

- (2) Environmental Communications. Contractor shall immediately inform the Austin Energy's Representative of all federal, state, and local regulatory inspections, notices, citations, and penalties associated with the work and any environmental incident that occurs during the performance of the Work that violates any environmental law or regulation. Contractor shall ensure that its employees, subcontractors and suppliers are aware of the civil and criminal penalties for failure to comply with environmental laws and regulations.
- (3) Periodic Inspections. To protect the environment and ensure that the environmental requirements of the Contract are being met, the Austin Energy reserves the right to inspect the work site(s) and any records associated with the Contract at any time for environmental compliance.
- (4) Resource Protection.
 - (a) Air Quality Requirements.
 - i. Contractor shall not conduct any activities that could impair visibility on any public roadway or otherwise impair traffic conditions.
 - ii. Contractor shall not operate in any manner that could cause a nuisance condition, such as odors, excessive particulates, or noise.
 - iii. No debris or surplus materials may be disposed of by burning at the Site or at any other location. This does not preclude the Contractor from disposing of waste at an appropriately authorized and permitted disposal facility which may include incineration as a part of the waste treatment process, if approved by Austin Energy.
 - (b) Protection of Land Resources. The land resources affected by performance under this Contract shall be preserved in their present condition or be restored to a condition after project work is complete that will appear to be natural and not detract from the appearance of the facility. Activities shall be confined to areas defined by the plans and specifications.
 - (c) Protection of Water Resources.
 - i. No water courses shall be polluted with any debris, petroleum products, paints, solvents, cleaners, fuels, surface preparation materials, oils, lubricants, bitumens, calcium chlorides, insecticides, herbicides, or other toxic materials harmful to life; nor shall Contractor release any pollutants (as defined in Tex. Water Code § 26.001(13)) into water courses without appropriate permit, license, or authorization. Chemical emulsifiers, dispersant, coagulants, or other cleanup compounds shall not be used without prior written approval of Austin Energy... It is the responsibility of the Contractor to insure compliance with state and local water quality standards, and conditions of any permits held by Austin Energy.
 - ii. Existing plant drains shall not be used for disposal of any solid and/or contaminated material and or any liquids other than clear water.
- (5) Waste Management and Disposal. Contractor shall, in accordance with the provisions set forth herein and all applicable federal, state and local laws, rules and ordinances, assist Austin Energy with disposal of all debris and other wastes resulting from Contractor's performance of the Work. Class 2 solid wastes shall be disposed of in containers supplied by the Austin Energy. If the Contractor expects to generate a Class 1 or Hazardous Waste they must contact the Environmental Coordinator before waste generation begins and Austin Energy can provide assistance in obtaining appropriate containers. Austin Energy will designate a satellite

accumulation area. The Contractor shall provide MSDS's and samples of the waste as requested. This waste will then be analyzed, classified and disposed of by Austin Energy. Contractor shall segregate waste containers in satellite accumulation areas by waste type. Each container shall be marked with a unique I.D. number which will be used to track the waste from the point of generation to the point of disposal. The Contractor shall also be required to:

- a. Protect storage containers from rain and other adverse weather conditions. Do not allow rainwater to collect in empty drums and containers.
- b. Provide secondary containment for liquid storage containers. Inspect container storage secondary containment systems weekly and after rain events for accumulated liquids. Remove and containerize accumulated liquids from secondary containment systems within 24 hours of discovery. Manage the accumulated liquids removed from secondary containment systems in the same manner as the waste or material within the storage area.
- c. Stack waste containers no more than two containers high. Maintain a minimum of a 3-ft wide aisle space to allow for inspection of containers and movement of equipment. Container labels shall be clearly visible and legible for inspection. Keep containers closed while in storage unless waste is being added or removed.
- d. Handle waste containers in a manner as to prevent any rupture or leak. Do not repair waste containers if leaking. Transfer the leaking container to an over pack drum.

Contractor shall collect and containerize all uncontaminated waste generated from the Work (e.g., trash, debris, garbage, sanitary waste, and construction waste) in contractor-supplied receptacles unless otherwise specified in the Scope of Work. Contractor shall dispose of contractor-generated uncontaminated wastes in accordance with applicable state and local regulations and ordinances governing the management of such wastes.

4. **WASTE MANAGEMENT REQUIREMENTS**

A. ***GENERAL SERVICE REQUIREMENTS***

Section 0600, Bid Sheet, includes the estimated quantities of wastes that are expected to be generated annually during the service contract. The work to be accomplished by the Contractor shall consist of the following:

- (1) The Contractor shall supply all necessary labor, equipment, and materials to properly transport roll-offs and to receive and dispose of the waste properly.
- (2) The City would prefer the separate collection and recycling of scrap wood (City will separate from other "Plant Trash" or refuse). Contractors shall respond on bid sheet and summarize briefly how scrap wood would be recycled. Scrap wood includes wood from pallets, crates, and construction debris. Weathered poles or other treated lumber are not considered scrap wood. Contractors may include recycle options for other waste streams on bid sheet such as weathered poles and should specify process and weight unit cost (e.g. cost per ton).
- (3) The City shall characterize the City's waste streams and shall provide all Texas Commission on Environmental Quality (TCEQ) waste codes, when required.
- (4) The Contractor shall use reliable inventory control to ensure proper record-keeping and manifesting of non-hazardous waste shipments, especially in relation to the disposal of asbestos.
- (5) The Contractor shall return phone calls to City personnel within twenty-four (24) hours. When the person designated as the single point of contact will be unavailable for more than one (1) work day, a backup contact person shall be assigned by the Contractor for that period of time.

- (6) The Contractor shall provide the driver assigned to drop or retrieve roll-offs at an Austin Energy facility the contact name and phone number of site person with knowledge of the roll-off drop/pickup request, provided by the City, for each drop/pickup. The driver shall provide facility security personnel the contact name if requested and shall contact the individual named if there are problems finding the location.
- (7) The City shall connect a completed disposal company manifest to each roll-off ready for removal and disposal. The Contractor shall provide pre-printed company disposal manifests for routine roll-off shipments. The City shall provide a completed Uniform Hazardous Waste Manifest for asbestos shipments and shall complete disposal company manifests for other wastes transported to the disposal facility by the City or by Contractors for the City.
- (8) The Contractor shall provide transportation for several City-owned roll-off containers to the Contractor's disposal facility and then return them to the City facility they were picked up from.
- (8) The Contractor shall be responsible for assuring that the loaded wastes do not exceed weight limits for the transport vehicle. The Contractor shall determine and provide the weight for each bulk load. The net weight of bulk loads shall be provided in the form of weight tickets or may be hand-written, initialed and dated on the original manifest that is signed and returned to the City.
- (9) If the Contractor finds that a waste shipped from a City facility does not conform to the approved profile for that waste, the Contractor shall notify the City's Project Coordinator within 24 hours and they shall work together to determine the appropriate action to take. If the waste that does not conform to the profile must be taken to a different disposal facility or sent back to the City, the cost will be the responsibility of the City. The City shall make every attempt to ensure that the wastes being disposed of conform to the profiles used.
- (10) **Manifests:** The Contractor shall return the signed original white copy of the shipping manifest used to ship the City's waste material to the City Project Coordinator listed below within calendar 35 of date of arrival at the disposal facility.

Austin Energy
 Attn: Jim Eldred
 811 Barton Springs Rd., suite 605
 Austin, TX 78704

- (11) **Profiles:** The City will provide the Contractor with waste characterization data and shall prepare Contractor waste approval forms. The Contractor shall review and process completed waste approval forms submitted by the City within five (5) working days of the submittal. Additional information required shall be requested in a timely manner. The Contractor shall provide the City a copy of each completed profile with the approval code that has been assigned by the contractor and the expiration date for that code, when applicable.

B. PERMITS AND RESPONSIBILITY

The transporter and disposal facilities shall have all applicable licenses; insurance and permits necessary to perform the work required under this contract prior to award and shall make such facility licenses, permits and insurance available for inspection. The Contractor shall submit a letter identifying all such items with the bid package. If, at any time during the life of this contract such licenses, insurance and/or permits are amended, renewed, replaced or terminated, the Contractor shall notify the City in writing at least ten (10) calendar days prior to the amendment, renewal, replacement, or termination. Failure of the Contractor to maintain these required items shall be a material breach of this agreement.

During the term of this contract, the Contractor shall notify the City in writing of all violations or notices of non-compliance of operating permits that occur at the facility used to dispose of City waste

streams. The Contractor shall include three (3) copies of all notices of violation or non-compliance received by the Contractor. Notices shall be sent to the City's Contract Manager, noted in section 0400, paragraph 25 no later than thirty (30) calendar days from the day the notice was issued.

C. SPILL RESPONSIBILITY

The Contractor is solely responsible for any and all spills or leaks caused during transportation by the Contractor while performing under this contract. At no cost to the City, the Contractor shall contain, remediate, and restore the site of the spill in accordance with applicable federal and state regulations, and, if on City property, in accordance with City requirements. The Contractor shall notify the City official contact (Section 0400, paragraph 25) within one (1) hour of the spill. A written report shall be submitted by the Contractor identifying the substance, the associated profile number, the quantity released, the Reportable Quantity for the substance, agencies notified and representatives contacted, and remediation assistance required. The report shall be a narrative summarizing all on-scene activity, initial remediation and shall advise if long-term remediation is required. The written report shall be submitted within seven (7) calendar days of the event and supplemented with follow-up reports until the incident is closed out.

D. OCCUPATIONAL HEALTH AND SAFETY ACT REQUIREMENTS

(1) The Contractor shall comply with all Occupational Safety and Health Act (OSHA) laws and regulations, training requirements and safety practices as they relate to contract operations. Contractor shall be responsible for job site safety and for the safety of its agents, employees, and Subcontractors (including its subcontractors agents, and employees). The Contractor, or Subcontractor, shall provide, have on hand, and properly maintain, at no additional cost to the City, necessary personal protection equipment, such as OSHA-approved footwear, eye protection, hard hats, respiratory protection, safety belts, and harnesses, and other such health and safety-related apparel as may be required by statute, regulation, rule, ordinance, or job site conditions and ensure that all employees are thoroughly trained in using the equipment. The Contractor shall also ensure that all equipment and clothing are maintained in a clean and sanitary condition and shall not be shared between employees.

(2) Before commencing work, the Contractor shall file with the contract manager written documentation of the Contractor's Worker's Compensation modification ratings for the previous three (3) years. Upon request by the City, the Contractor shall file with the contract manager copies of 1) Contractor's employee safety handbook and 2) Contractor's project managers' safety records for the previous three (3) years.

A site safety orientation is not required by the City for performing work specified in this contract. A site safety orientation may be required for special projects for which the Contractor will be on-site for an extended period of time.

The Contractor shall be responsible for job site safety. The Contractor is responsible for continuously monitoring safety conditions on the job site to determine if it is safe and suitable for performance of the work. If Contractor believes that an unsafe condition exists on the job site directly or indirectly affecting the Contractor's performance of the work, the Contractor shall 1) correct the unsafe condition prior to performing the work, and 2) notify the City's Project Coordinator about the condition.

E. DEPARTMENT OF TRANSPORTATION REQUIREMENTS

The Contractor shall provide personnel who are trained in accordance with Department of Transportation (DOT) Hazardous Materials Regulation 49 CFR 100-199, if required. The transportation of non-hazardous industrial solid waste shall be performed by a licensed, insured, and permitted transporter, as required. The containment mechanism utilized by the Contractor to transport the waste shall comply with DOT regulation listed in this section, as well as with hazardous waste transportation rules in 40 CFR 263.

F. DOCUMENTATION

The Contractor shall maintain documentation that verifies the quantities and types of waste materials transported, stored, treated, and disposed of under this contract. The documentation shall be adequate to protect both the City and the Contractor according to all applicable laws and regulations, and to document that all waste materials have been transported, treated and disposed of properly.

G. ENVIRONMENTAL AUDITS

The City shall have the right to 1) inspect any disposal facility and obtain copies of written licenses, permits, or approvals issued by any governmental entity or agency to the Contractor or Subcontractors which are applicable to the performance of this contract at the City's expense; 2) inspect and test, at its own expense, transportation vehicles or vessels, containers provided by the Contractor; and 3) to inspect the handling, loading, transportation, storage, or disposal operations conducted by the Contractor in the performance of this Contract. The right of inspection and the exercise thereof shall not relieve the Contractor of its obligation to indemnify the City. These inspections may be conducted prior and throughout the contract life.

H. CITY WARRANTY

City warrants that the waste materials identified in this bid specification represent waste streams generated by the City. The City will strive to provide analytical, Material Safety Data Sheets, and generator knowledge for proper identification of waste streams. The City holds clear title to all waste materials to be transferred thereunder and has contractual authority to dispose of the materials. The City is under no legal restraint or order, which would prohibit transfer of possession of such materials to the Contractor for transportation, storage, or disposal.

I. CONTRACTOR WARRANTY

- (1) Contractor warrants that it is fully qualified to perform the services described in this specification and that it understands the currently known hazards, which are presented to persons, property and the environment in the transportation, storage, and disposal of the waste materials described in Section 0600. Contractor warrants that it understands the scope of all applicable regulations to properly transport, store and dispose of such materials in full compliance with all laws, governmental regulations and orders, and in full compliance with all terms and conditions specified in permits currently held by Contractor, as applicable to providing the services described in this Bid Specification.
- (2) Contractor further warrants that 1) all disposal facilities, transporters, and handlers are properly permitted, 2) employees, subcontractors, (and employees of subcontractors) are properly trained to perform the various tasks which may be required pursuant to this agreement, and 3) that all wastes or materials shall be handled, transported, stored, and disposed of in accordance with all applicable federal, state, local statutes, laws, regulations, rules or ordinances.
- (3) The failure by Contractor of any of its warranties under this section shall be a material breach of the contract. Contractor shall defend (at the option of the City), indemnify, and hold the City, harmless from and against all cost, loss, expense (including attorneys' fees, court costs, and expenses or litigation), damage, civil or criminal penalties, claims, suits, judgments, and liability of every nature arising out of, concerning, or caused by the breach of any of the warranties under this section.

J. DISPOSAL LOCATIONS AND TREATMENT METHODS

All disposal sites and treatment methods used by the Contractor under this contract shall be approved in advance by the City's Project Coordinator. Any change in disposal site or treatment method without obtaining prior approval of the City's Project Coordinator shall constitute a material breach of this contract.